COR/2019/00203

January 31, 2019

Dear Applicant:

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: TW/001/2019]

On January 3, 2019, the Department of Transportation and Works received your request for access to the following records:

Request disclosure of information on the RFP Ship Broking Services (see RFP below) - specifically award of services, value, and any subsequent information on the disposal of the Captain Earl W. Winsor. Thank you for your assistance. Government of Newfoundland and Labrador Department of Transportation and Works Marine Division Request for Proposals Ship Broking Services 1. General The Government of Newfoundland and Labrador Provincial Ferry Fleet currently maintains the following vessels: Name of Vessels Placed in Service MV Veteran and MV Legionnaire 2014 MV Hazel McIsaac and MV Grace Sparkes 2011 MV Flanders 1990 MV Gallipoli and MV Northern Ranger 1986 MV Beaumont Hamel 1984 MV Earl Winsor 1972 MV Sound of Islay 1967 Upon award of a contract, the successful bidder will be immediately tasked with the disposal of the MV Earl Winsor which is currently docked at the wharf in Lewisporte. While the Department of Transportation and Works, Marine Division (the Department) does not anticipate the disposal of additional vessels in the near future, the agreement shall remain in place for a period of three years with an option to renew, upon mutual agreement by both parties, for up to two additional one-year terms. 2. Services Required Services required shall include but will not be limited to: - Through targeted research assist with the evaluation of the vessel to determine an estimated fair market value - Assist with the preparation of required documents to initiate the sale of the vessel - Provide advertising and promotion through web based and other means to ensure notification is provided to national and international prospective buyers - Maintain communication with the Public Procurement Agency to ensure notications and sales procedures comply with the Public Procurement Act and Regulations - Receive submissions from bidders and vet all proposals to ensure funding is in place prior to submission to the Department - Advise bidders that an appropriate amount of performance security, as determined by the Department, shall be forwarded to and received by the Department (legal tender payable to Newfoundland Exchequer Account) prior to commencement of any negotiations - Obtain confirmation from the preferred bidder as to the intended use of the vessel (whether for return to service or deconstruction) - Where deconstruction is the intent, research past practices of the preferred bidder to determine if it was in conformity with environmental laws and
regulations - Assist with the development of a sales agreement and provide mediation between the Department and the prospective buyer to finalize the agreement - Prepare legal documents required for the transfer of ownership of the vessel and submit to departmental legal staff for vetting and approval - Ensure all obligations are met as per the agreed contract - Follow up with the buyer to ensure disposition was as per the sale agreement

NOTE: The Department reserves the right at its sole discretion to terminate this process at any time prior to transfer of ownership of the vessel.

3. Mandatory Requirements

The following Mandatory Requirements shall be met in order to award the contract. Documentation shall be provided with your submission as confirmation that the requirements have been met. Failure to do so shall result in rejection of the submission.

- Promotional plan, including advertising methods (social media, electronic media, radio, personal contacts, etc) that will be employed to promote the disposition of the vessel
- A list of personnel who will be tasked with the disposal of the vessel along with C/V's confirming a minimum of three (3) years experience in providing broker services related to the sale of marine vessels or similar items
- A minimum of two (2) references for whom similar services have been provided
- A list of the vessels for which broker services have been provided in the past three (3) years
- Confirmation that the proponent has an office located in Canada
- A commitment from the proponent that it shall make every attempt to dispose of the vessel for return to service if possible, or it will promote environmental laws, regulations and practices in its deconstruction
- A confirmation that it shall disclose any real or perceived conflicts of interest related to the sale of the vessel prior to its final disposition

4. BID SUBMISSIONS AND OPENING

The deadline for submissions is 4:00:59 P.M., NDST, Friday, May 18, 2018. Submissions shall be received if full by that time at: PUBLIC PROCUREMENT AGENCY 30 STRAWBERRY MARSH ROAD ST. JOHN'S, NL A1B 4R4 FAX: (709) 729-5817 OPENING SHALL TAKE PLACE AT THE ABOVE ADDRESS AT 4:10 P.M., MAY 18, 2018. PROPONENTS ARE ADVISED THAT THE NAME OF THE BIDDER AND THE FINANCIAL VALUE OF THE BID WILL BE REVEALED AT THE OPENING.

5. NOTES

- Mileage and per diems will be reimbursed at Government rates
- Meals
  http://www.exec.gov.nl.ca/exec/hrs/working_with_us/meal_rates.html
- Mileage
  http://www.exec.gov.nl.ca/exec/hrs/working_with_us/auto_reimbursement.html
- Reasonable accommodations shall be billed at cost (receipts required)

6. EVALUATION

Evaluation shall be based on the following: Criteria Weight (A) Maximum points available (B) Promotional Plan 20% 400 Previous Experience 10% 200 Waiver of brokerage fees if no sale 5% 100 Satisfactory References 5% 100 Similar Services Provided Past 3 Years 5% 100 Sub Total (A) 45% 900 Price as per schedule 55% 1,100 Maximum Score Possible 100% 2,000 Evaluation Process: The bid will be evaluated through the following process: Stage 1: Each bid will be reviewed to verify compliance with the Mandatory Requirements detailed above. Proposals that fail to meet these requirements will be excluded from further consideration in the evaluation process. Stage 2: Proposals that meet the Mandatory Requirements will be further assessed against the Evaluation Criteria detailed above. The Evaluation team will assess Proponents' ability to meet the Province's requirements and assign scores
against the rated criteria for Sub-Total A (Qualifying Score) Proponents are required to achieve a 35% Qualifying Score and meet all mandatory criteria in order to proceed to stage 3 of the evaluation. Based on the results of stage 2, a list of Proponents whose proposals meet the minimum qualifying score will be advanced to stage 3 of the process. The Proponents selected to advance to stage 3 will be determined by the Province at its sole discretion following the review of proposals. Stage 3: Consists of an evaluation of the Pricing component of the bid for Proponents who are successful in stage 2. The Evaluation team will score the Proponents' pricing using quantitative and qualitative measures to assess the best value for the Province. Stage 4: The Department may request that shortlisted Proponents present their proposals to the Evaluation Team and negotiate terms of the potential agreement. Results of the oral presentations will be used to refine Proponents' scoring against the evaluation criteria. Selection of a Contractor from the short list of Proponents will be decided by the Evaluation Team based on the evaluation of all submitted materials and results of the negotiations against the set of outlined criteria. Proponents may be requested to demonstrate financial stability during the evaluation process. Pricing will be evaluated using the following formula and will be assigned as follows: Lowest Bid - full score (1100 points) Second Lowest Bid - Second low bid/low bid x 1100 Third Lowest Bid - Third low bid/low bid x 1100 The following table illustrates the process: Proponent Total Bid Calculation of Points Points Low Bid $50,000 (50,000/50,000) x 1100 1100 2nd Low Bid $75,000 (50,000/75,000) x 1100 733 3rd Low Bid $90,000 (50,000/90,000) x 1100 611 7. Pricing Table Pricing shall be determined as per the following table: Calculations for Brokerage Fees and Commission shall be estimated based on a selling price of $100,000 for the vessel. Item % of sale price Amount of fee Brokerage fee (vessel unsold) $ Brokerage fee (vessel sold) $ Commission (vessel sold) $ Legal fees $ Other Costs (itemize) $ SUB-TOTAL $ *Consumables Do not compelte this section $ **Salaries (regular time) Do not compelte this section $ ***Salaries (overtime) Do not complete this section $ TOTAL $ *Consumables - Itemize separately and insert total in the appropriate section above (Example): - Office supplies $100 - Shop supplies $50 - Advertising design $500 - Total - $650.00 **Salaries (regular time) - Include a list of personnel and hourly rates and insert the total in the appropriate section above (calculations based on 100 hours per person - only actual number of hours will be reimbursed) (Example): - John Smith, Graphic Designer $75/hour x 100 hours = $7,500 - John Doe, research Analyst $45/hour x 100 hours = $4,500 - Jane Smith, Sales Specialist $100/hour x 100 hours = $10,000 - Total - $22,000 ***Salaries (overtime) - Include a list of personnel and hourly rates and insert the total in the appropriate section above (calculations based on 20 hours per person) (Example): - As above based on overtime rates and using 20 hours - Total - $8,000 NOTE: The numbers above are included as examples for evaluation purposes only and are not intended for use in completing your calculations. Bidders may, at their sole discretion, include a mechanism under which price increases can be considered by the Department. Such mechanism, as well as any increases for which application is made, are subject to negotiation between the parties and approval by the Department at its sole discretion.
While the Department is under no obligation to approve price increases, reasonable requests will be afforded proper consideration based on the mechanism outlined. 8. Disclosure of Information The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015. The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015. 9. Inquiries Written inquiries only will be forwarded to Public Procurement Agency (PPA) no later than 4:00 P.M., May 4, 2018, attention Janet Hynes at janethynes@gov.nl.ca. Inquiries received after that time will not be addressed. Responses to inquiries shall be posted in the form of an addendum to this RFP on the PPA Website at: www.ppa.gov.nl.ca. Proponents are responsible to ensure they have received all information relative to this RFP. The Department will not be responsible for proponents who fail to inform themselves regarding the scope and nature of the work. Proponents may register on the website to receive notices of amendments. Those who are not registered are solely responsible for ensuring they are aware of and have complied with all amendments by the closing time indicated above.

I am pleased to inform you that a decision has been made by the Deputy Minister for Transportation and Works to provide access to some of the requested information. Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

Subsection 40(1) - The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party’s personal privacy.

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible. In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.
The appeal may be addressed to the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John’s, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that responsive records will be published following a 72-hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please contact me by telephone at 709-729-5351 or by email at ATTW@gov.nl.ca.

Sincerely,

Angela McIntyre
ATIPP Coordinator
Disclosure harmful to personal privacy

40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party’s personal privacy.

(2) A disclosure of personal information is not an unreasonable invasion of a third party’s personal privacy where

(a) the applicant is the individual to whom the information relates;

(b) the third party to whom the information relates has, in writing, consented to or requested the disclosure;

(c) there are compelling circumstances affecting a person’s health or safety and notice of disclosure is given in the form appropriate in the circumstances to the third party to whom the information relates;

(d) an Act or regulation of the province or of Canada authorizes the disclosure;

(e) the disclosure is for a research or statistical purpose and is in accordance with section 70;

(f) the information is about a third party’s position, functions or remuneration as an officer, employee or member of a public body or as a member of a minister’s staff;

(g) the disclosure reveals financial and other details of a contract to supply goods or services to a public body;

(h) the disclosure reveals the opinions or views of a third party given in the course of performing services for a public body, except where they are given in respect of another individual;

(i) public access to the information is provided under the Financial Administration Act;

(j) the information is about expenses incurred by a third party while travelling at the expense of a public body;

(k) the disclosure reveals details of a licence, permit or a similar discretionary benefit granted to a third party by a public body, not including personal information supplied in support of the application for the benefit;

(l) the disclosure reveals details of a discretionary benefit of a financial nature granted to a third party by a public body, not including
(i) personal information that is supplied in support of the application for the benefit, or

(ii) personal information that relates to eligibility for income and employment support under the *Income and Employment Support Act* or to the determination of income or employment support levels; or

(m) the disclosure is not contrary to the public interest as described in subsection (3) and reveals only the following personal information about a third party:

(i) attendance at or participation in a public event or activity related to a public body, including a graduation ceremony, sporting event, cultural program or club, or field trip, or

(ii) receipt of an honour or award granted by or through a public body.

(3) The disclosure of personal information under paragraph (2)(m) is an unreasonable invasion of personal privacy where the third party whom the information is about has requested that the information not be disclosed.

(4) A disclosure of personal information is presumed to be an unreasonable invasion of a third party's personal privacy where

(a) the personal information relates to a medical, psychiatric or psychological history, diagnosis, condition, treatment or evaluation;

(b) the personal information is an identifiable part of a law enforcement record, except to the extent that the disclosure is necessary to dispose of the law enforcement matter or to continue an investigation;

(c) the personal information relates to employment or educational history;

(d) the personal information was collected on a tax return or gathered for the purpose of collecting a tax;

(e) the personal information consists of an individual's bank account information or credit card information;

(f) the personal information consists of personal recommendations or evaluations, character references or personnel evaluations;

(g) the personal information consists of the third party's name where

(i) it appears with other personal information about the third party, or
(ii) the disclosure of the name itself would reveal personal information about the third party; or

(h) the personal information indicates the third party's racial or ethnic origin or religious or political beliefs or associations.

(5) In determining under subsections (1) and (4) whether a disclosure of personal information constitutes an unreasonable invasion of a third party's personal privacy, the head of a public body shall consider all the relevant circumstances, including whether

(a) the disclosure is desirable for the purpose of subjecting the activities of the province or a public body to public scrutiny;

(b) the disclosure is likely to promote public health and safety or the protection of the environment;

(c) the personal information is relevant to a fair determination of the applicant's rights;

(d) the disclosure will assist in researching or validating the claims, disputes or grievances of aboriginal people;

(e) the third party will be exposed unfairly to financial or other harm;

(f) the personal information has been supplied in confidence;

(g) the personal information is likely to be inaccurate or unreliable;

(h) the disclosure may unfairly damage the reputation of a person referred to in the record requested by the applicant;

(i) the personal information was originally provided to the applicant; and

(j) the information is about a deceased person and, if so, whether the length of time the person has been deceased indicates the disclosure is not an unreasonable invasion of the deceased person's personal privacy.
Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21 ;

(b) a decision respecting an extension of time under section 23 ;

(c) a variation of a procedure under section 24 ; or

(d) an estimate of costs or a decision not to waive a cost under section 26 .

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.
Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant
Government of Newfoundland and Labrador
Public Procurement Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

TO: TRINAV MARINE DESIGN INC
PO Box 29126
Torbay Road
St John's, NL
A1A 5B5
Canada

BILL TO: Department of Finance
Corporate Financial Services
657 Topsail Road
St John's, NL A1E 2E3
Canada

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F.O.B: DESTINATION

Requestor: Saunders, Shawn
Contact: 

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY: Cuff, G
DATE: 02-NOV-18
TOTAL $4,000.00

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<td>M/V CAPT. EARL W. WINDSOR - VESSEL BROKERAGE RFP</td>
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<td>1 EACH</td>
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PLEASE NOTE: TO ENSURE TIMELY PAYMENT OF YOUR INVOICE, THE PURCHASE ORDER (PO) NUMBER MUST BE CLEARLY INDICATED ON THE INVOICE OR A COPY OF THE PO INCLUDED WITH THE INVOICE. COPIES OF INVOICES SHOULD NOT BE PROVIDED TO THE DEPARTMENT REQUESTING GOODS/SERVICES. FOR MORE INFORMATION PLEASE VISIT: www.gov.nl.ca/fin/suppliers/invoiceguide.pdf

***End of Document***
AGREEMENT OF PURCHASE AND SALE

We, 82903 Newfoundland & Labrador Corp., of Springdale, in the Province of Newfoundland and Labrador and/or assigns (hereinafter called "the Purchaser") hereby offer to purchase the M.V. "Capt. Earl W. Winsor", Department of Transport No. 331725 registered in the Port of St. John's, NL, as more particularly described in Schedule "A" attached hereto (hereinafter called "the Vessel") from Minister of Transportation and Works, of Lewisporte, in the Province of Newfoundland and Labrador and/or assigns, (hereinafter called "the Vendor") at the price of $20,000.00 (Twenty Thousand Dollars) of lawful money of Canada plus applicable taxes, (the "Purchase Price") upon the following terms and conditions, payable as follows:

1. The Purchaser shall pay a deposit of $5,000.00 (Five Thousand Dollars) (the "Deposit") of lawful money of Canada at the date of execution of this offer, which shall form part of the Purchase Price. The Deposit shall be held in trust by the Vendor's broker, TriNav Marine Brokerage Inc. (hereinafter called "the Broker"), and credited to the Purchase Price on the Closing Date as hereinafter defined. If the Deposit is not paid as aforesaid, the Vendor has the right to immediately terminate this Agreement.

2. The Vendor warrants that the Vessel shall be sold free and clear of all liens, charges and encumbrances.

3. The Vessel is sold on an as is where is basis. The Vendor makes no covenant whatsoever as to fitness for purpose, merchantability, condition or quality of the Vessel or as to permitted uses or compliance with any laws or regulations respecting the Vessel.

4. The Vendor shall be responsible for the payment of all taxes, and for any customs, duties, tariffs, license fees, or other levies owed by the vessel and/or by the Vendor to the federal or provincial governments for all taxes accruing up to the Closing Date including any income tax obligations arising as a result of the sale. The Purchaser shall be responsible for any GST/HST arising as a result of the sale should the Purchaser not be deemed exempt.

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s. 40(1)
5. The Closing Date shall be on or before November 30\textsuperscript{th}, 2018 (the “Closing Date”), unless extended in writing by the mutual agreement of the parties hereto. The parties acknowledge that their solicitors, and the Broker on behalf of the Vendor, may extend the Closing Date.

6. The Vessel shall be at the risk of the Vendor until the Purchaser takes physical possession of it or on the Closing Date, whichever occurs first (the “Transfer”). In the event of loss or damage to the Vessel before the Transfer, the Purchaser may, at the Purchaser’s option, cancel this Agreement and shall then be entitled to a return of the Deposit and any other monies paid to the Vendor as part of the purchase price.

7. There are no representations, warranties, guarantees, promises or agreements other than those contained in this Agreement. The Vendor covenants that there are no claims outstanding against the Vessel concerning title to the Vessel, mortgages on the Vessel, or claims with respect to salvage, pilotage, collisions, loss of life, personal injury or damage caused by the Vessel, dock, harbour, or canal dues, and liens, maritime or otherwise.

8. The Vendor shall deliver the Vessel to the Purchaser at the port of Lewisporte, NL with all equipment and appurtenances belonging to the Vessel on board. All spare parts and spare equipment belonging to the Vessel at the time of inspection, used or unused, whether on board or not, shall become the Purchaser’s property at no extra cost to the Purchaser, but spares on order to be excluded. The Vendor is not required to replace spare parts which are taken out of spare and used as replacement prior to delivery, but the replaced items shall be the property of the Purchaser. The Purchaser shall take over the remaining fuel, oil and unused stores and provisions remaining on the Vessel at the Closing Date with no extra cost to the Purchaser.

9. Time is of the essence in completing this sale and if the balance of the Purchase Price is not paid on or before the Closing Date for any reason within the control of the Purchaser but beyond the control of the Vendor, the Vendor may, at the Vendor’s option, cancel this Agreement and the Deposit shall be forfeited to the Vendor as liquidated damages.

10. The Vendor hereby agrees to release the Deposit and all other amounts paid by the Purchaser towards the Purchase Price should the Vendor be unable to complete this transaction because of their inability to satisfy a condition of this Agreement, but otherwise the Purchaser is to forfeit the Deposit unless the Purchaser completes the transaction as agreed herein. Forfeiture of the Deposit under this clause releases the Purchaser from all other claims, including specific performance of the Agreement.
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

12. This Agreement shall be governed by the laws of the Province of Newfoundland and Labrador.

13. The Purchaser agrees to buy the Vessel on the above noted terms, and the Purchaser understands that this offer shall not constitute a binding Agreement of purchase and sale until signed by the Vendor.

14. This offer shall be open for acceptance until 11:59 p.m. on the 30th day of November, 2018 and upon both parties signing a copy of this offer, there shall be a binding Agreement of purchase and sale on the terms and conditions set forth herein.

15. The Purchaser acknowledges having read and received a copy of this Agreement at the time of signing.

16. The Purchaser hereby acknowledges that the CSI Certificate for the Vessel has expired and accepts the Vessel on that basis. The Vendor hereby agrees to provide on the Closing Date the most recent stability booklet (whether Transport Canada approved or not) with respect to the Vessel.

17. This offer is made subject to the following additional terms and conditions:

   a. Agreement may be executed by facsimile in counterparts.

   b. This agreement is subject to a satisfactory inspection of the Vessel by the Purchaser or the Purchaser's designate within 10 (ten) business days upon execution of this offer.

   c. Both parties hereby acknowledge and agree that the Purchaser is responsible for the security of the Vessel post Closing.

s. 40(1)

Purchaser's initials
Vendor's initials
EXECUTED BY THE PURCHASER:

DATED at St. John’s, in the Province of Newfoundland and Labrador, this 30th day of November, 2018.

Witness: [Redacted]

Per: [Redacted]

82903 Newfoundland & Labrador Corp.

Name: [Redacted]
Title: [Redacted]

s. 40(1)

Purchaser's initials: [Redacted]
Vendor's initials: [Redacted]
The Vendor and the Purchaser acknowledge that the Broker has provided all information based on facts or information furnished to it by the Vendor. The Broker assumes no responsibility for the actual physical condition of the Vessel, her tackle, apparel, gear, machinery, equipment and furnishings and none of its personnel are authorized to make any representations on behalf of said Company as to the condition, value and capability of the Vessel, her tackle, apparel, gear, machinery, equipment, and furnishings.

The Vendor covenants to execute all documents and further assurances, including a Bill of Sale or other instruments, as may be reasonably required to effect the transfer of the title of the Vessel to the Purchaser.

The Vendor hereby accepts the above offer and promise and agrees to complete the sale on the terms and conditions set forth herein.

The parties agree that either party may sign this Agreement before the other party without affecting the validity of the Agreement.

The Vendor agrees to pay to TriNav Marine Brokerage Inc. (hereinafter called the "Broker"), a commission equal to $4,000.00 plus applicable taxes upon the Closing Date. Should the Deposit be forfeited as liquidated damages the Vendor agrees to pay the Broker 50% of the Deposit.

The Vendor acknowledges having read and received a copy of this Agreement at the time of signing.

EXECUTED BY THE VENDOR:

DATED at ___________ 5th Dec 2018, in the Province of Newfoundland and Labrador, this 5th day of November, 2018.

MINISTER OF TRANSPORTATION
AND WORKS

Per: [Signature]
Name: Greg Cuff, Troy English
Title: ADM Corporate Services

Witness

EXECUTED BY THE BROKER

TRINAV MARINE BROKERAGE INC.

Purchaser's initials Vendor's initials
SCHEDULE “A”
MV CAPT. EARL W. WINSOR

FILE NO. 8893NL
HULL TYPE: Steel
LENGTH (LOA): 249ft.
BREADTH: 53ft. 8in.
DEPTH: 15ft. 6in.
DRAFT: 12ft. 6in.
YEAR BUILT: 1972
BUILT BY: Ferguson Industries
GROSS TONS: 1772

VESSEL TYPE: Passenger

PROPULSION
MAIN ENGINE 1600HP, Detroit Diesel EMD 567 Diesel

BOW THRUSTERS: Yes

AUXILIARY ENGINES
3 x caterpillar 3408B, 357HP - 176Kw

ACCOMMODATIONS
15 Cabins
Galley on deck
washroom
shower
furnace
refrigerator
microwave

s. 40(1)  |
Purchase's initials
Vendor's initials
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<td>ALARM SYSTEM: Seawatch 1500</td>
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<tr>
<td>JRC Navtex Receiver NCR 333, Motoroal Comm Series, Young wind tracker.</td>
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s. 40(1)
BILL OF SALE

Prior to completing this form, please read the Privacy Notice Statement located at the bottom of the form.
As there is no "Name of vessel" and "Port of Registry" for vessels in the Small Vessel Register, these fields should not be completed.
I understand that every person who provides false or misleading information commits an offence under Section 37 of the Canada Shipping Act, 2001.

<table>
<thead>
<tr>
<th>Official number</th>
<th>Name of vessel</th>
<th>Port of registry</th>
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<tr>
<td>331725</td>
<td>Capt. Earl W. Winsor</td>
<td>ST. JOHN'S NL</td>
</tr>
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</table>

Full name(s) and address(es) of registered owner(s)/seller(s)
Minister of Transportation and Works

Marine Transportation Services
PO Box 97, 440 Main St.
Lewisporte, NL A0G 3A0

State special circumstances

NOTE TO OWNER(S)/SELLER(S): A copy of this Bill of Sale must be sent to the Vessel Registry Office at:
Transport Canada
Vessel Registration, Marine Safety & Security
330 Sparks Street
Ottawa Ontario K1A 0N6
1-877-242-8770

NOTE TO PURCHASER(S): A purchaser of a registered vessel does not obtain a complete title until the Bill of Sale has been recorded in the Canadian Register of Vessels by a Registrar.

Number of shares transferred 64

Full name(s) and address(es) of purchaser(s)
82903 Newfoundland & Labrador Corp.
57 Bayview Road
Springdale, NL A0J 1T0

We, the seller(s) in consideration of the sum agreed and paid to us by the purchaser(s), the receipt of which is hereby acknowledged, transfer to the purchaser(s), the number of shares indicated on this form, in the vessel described above and in its boats and appurtenances. Further, the seller(s) covenant with the purchaser(s) that the seller(s) have the power to transfer the vessel, its boats and appurtenances that they are free of encumbrances except as appears on the Register of the vessel. (delete if not applicable)

64 shares represent 100% ownership of a Canadian vessel
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### INDIVIDUAL

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<tr>
<th>Signature of registered owner/seller</th>
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<tr>
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</tbody>
</table>

**Date Bill of Sale signed (dd-mm-yyyy)**

### 1 - CORPORATION

I, **Tracy English**, state that I have authority to bind **Minister of Transportation and Works**. 

Name and title (Print) 

Name of corporation (Print) 

I also state that **Minister of Transportation and Works** is the name of a corporation which legally exists at the date of this Bill of Sale: 

Name of corporation (Print) 

Name of province/state (Print) 

This Bill of Sale must be signed by any Officer or Director of the corporation who has the authority to bind the corporation. Pursuant to Sections 51(2) and 75.01(2) of the **Canada Shipping Act, 2001** applicants may be required to provide additional information as requested by the Chief Registrar. 

I understand that it is an offence for a person to knowingly make a false or misleading statement in writing and that the penalty can be a fine or imprisonment or both if found guilty in a court of law (Section 37 of the **Canada Shipping Act, 2001**). 

\[ Signature of Officer or Director \]

\[ Date Bill of Sale signed (dd-mm-yyyy) \]

### 2 - CORPORATION

I, **Name and title (Print)**, state that I have authority to bind **Name of corporation (Print)**. 

I also state that **Name of corporation (Print)** is the name of a corporation which legally exists at the date of this Bill of Sale: 

Name of province/state (Print) 

This Bill of Sale must be signed by any Officer or Director of the corporation who has the authority to bind the corporation. Pursuant to Sections 51(2) and 75.01(2) of the **Canada Shipping Act, 2001** applicants may be required to provide additional information as requested by the Chief Registrar. 

I understand that it is an offence for a person to knowingly make a false or misleading statement in writing and that the penalty can be a fine or imprisonment or both if found guilty in a court of law (Section 37 of the **Canada Shipping Act, 2001**). 

\[ Signature of Officer or Director \]

\[ Date Bill of Sale signed (dd-mm-yyyy) \]

### INDIAN BAND

<table>
<thead>
<tr>
<th>Name of Indian Band (Print)</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of person signing above (Print) 

Date Bill of Sale signed (dd-mm-yyyy) 

[ Seal ]

Canada
FEDERAL GOVERNMENT OR PROVINCIAL GOVERNMENT

I, the undersigned, of the department or ministry of declare as follows:

The above general description of the vessel(s) is/are correct to the best of my knowledge and belief. The document(s) of title establish ownership to:

- Federal
  - Her Majesty the Queen in Right of Canada, represented by the Honourable Minister of
  - entitles the department or ministry to be registered as owner of 64 shares of the said vessel under the Canada Shipping Act, 2001, Subsection 46.3.

- Provincial
  - Her Majesty the Queen in Right of the Province, represented by the Minister of
  - entitles the department or ministry to be registered as owner of 64 shares of the said vessel under the Canada Shipping Act, 2001, Subsection 46.3.

Signed at

Place
Signature of owner
Date (dd-mm-yyyy)

TITLE AND ADDRESS OF THE PERSON SIGNING ON BEHALF OF THE DEPARTMENT OR MINISTRY

Title

Address

Telephone number

Facsimile number

NOTES

1. Qualifications to own a vessel registered in Canada are set out in the interpretation section of the Canada Shipping Act, 2001.
2. If jointly owned, all the joint owners must act together. If the shares are split, each owner/seller must complete a separate Bill of Sale.
3. In the case of an Indian Band, the Bill of Sale must be made by person(s) authorized by Band Council Resolution OR by affixing the seal of the Indian Band on this Bill of Sale.
4. The Authorized Representative is required to report any changes, such as a change in the owner's or a registered mortgagee's name or address. (S. 58 of the Canada Shipping Act, 2001).

The information you provide on this form is collected by Transport Canada for the purpose of registering your vessel. It is collected under the authority of Section 43 of the Canada Shipping Act, 2001. The registration of your non-pleasure (commercial) craft is mandatory unless it is registered in a foreign state. The information will be held in the Department's Personal Information Bank entitled Canadian Register of Vessels (bank number TC 0041). Your information will be handled in accordance with the provisions of the Privacy Act. Instructions for obtaining your personal information are provided in Info Source, a copy of which is available in major public and academic libraries. Please note that under Section 76 of the Canada Shipping Act, 2001, a person may examine or obtain copies of any entries in the Register with respect to a vessel.
THIS BILL OF SALE made as of the 5th day of December, 2018.

BETWEEN: MINISTER OF TRANSPORTATION AND WORKS, of Lewisporte, in the Province of Newfoundland and Labrador

(hereinafter called “the Vendor”)

OF THE ONE PART

AND: 82903 NEWFOUNDLAND & LABRADOR CORP., of Springdale, in the Province of Newfoundland and Labrador;

(hereinafter called the “Purchaser”)

OF THE OTHER PART

WITNESSETH that for and in consideration of the sum of of $20,000.00 (Twenty Thousand Dollars) of lawful money of Canada plus applicable taxes paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof is hereby acknowledged) the Vendor as beneficial owner hereby assigns, transfers and conveys unto the Purchaser ALL THOSE chattels being more particularly described in Schedule “A” hereunto annexed, which forms part of this Indenture.

THE VENDOR for its part hereby warrants the said goods, chattels and effects to be free from all liens, attachments, encumbrances, claims or charges whatsoever, and that should any such lien, attachment, encumbrance, claim or charge be subsequently found existing thereon or restricting the right of the Vendor to sell the said goods, chattels and effects, or any of them, the Vendor hereby indemnifies the Purchaser forever from all such liens, attachments, encumbrances, claims or charges whatsoever.

THE VENDOR further covenants, upon the reasonable request of the Purchaser, to do and execute or cause to be done and executed all such further acts, deeds and assurances as may be reasonably required by the Purchaser for more completely vesting title in the Purchaser.
IT IS HEREBY EXPRESSLY AGREED between the parties hereto that any GST/HST resulting from or arising out of this sale shall be the responsibility of, and shall be remitted by the Purchaser AND the Purchaser hereby indemnifies the Vendor forever from all claims or demands whatsoever with respect thereto.

THE PARTIES hereby agree that transmission and execution of this Bill of Sale by facsimile, PDF or other electronic means is valid and binding.

IN WITNESS WHEREOF the Vendor has executed this indenture as of the date first before written.

SIGNED, SEALED AND DELIVERED by the Vendor in the presence of:

NANCY BURDEN
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador.
My commission expires on December 31, 2018.

Minister of Transportation and Works
Per: [Signature]

**SCHEDULE “A”**  
**MV CAPT. EARL W. WINSOR**

<table>
<thead>
<tr>
<th>FILE NO.</th>
<th>8893NL</th>
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<tbody>
<tr>
<td>HULL TYPE:</td>
<td>Steel</td>
</tr>
<tr>
<td>LENGTH (LOA):</td>
<td>249ft.</td>
</tr>
<tr>
<td>BREADTH:</td>
<td>53ft. 8in.</td>
</tr>
<tr>
<td>DEPTH:</td>
<td>15ft. 6in.</td>
</tr>
<tr>
<td>DRAFT:</td>
<td>12ft. 6in.</td>
</tr>
<tr>
<td>YEAR BUILT:</td>
<td>1972</td>
</tr>
<tr>
<td>BUILT BY:</td>
<td>Ferguson Industries</td>
</tr>
<tr>
<td>GROSS TONS:</td>
<td>1772</td>
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**VESSEL TYPE:** Passenger

**PROPULSION**  
MAIN ENGINE  
1600HP, Detroit Diesel EMD 567 Diesel

BOW THRUSTERS: Yes

**AUXILIARY ENGINES**  
3 x caterpillar 3408B, 357HP - 176Kw

**ACCOMMODATION**  
15 Cabins
Galley on deck
washroom
shower
furnace
refrigerator
<table>
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<tr>
<th>microwave freezer</th>
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<tr>
<td>SOUNDER: Suzuki</td>
</tr>
<tr>
<td>DSC VHF: Icom M412</td>
</tr>
<tr>
<td>SSB: Raytheon</td>
</tr>
<tr>
<td>GPS: Furuno GP 32, Koden KGP 920</td>
</tr>
<tr>
<td>ALARM SYSTEM: Seawatch 1500</td>
</tr>
<tr>
<td>JRC Navtex Receiver NCR 333, Motorola Comm Series, Young wind tracker.</td>
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