

2023 01G 5978
IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
GENERAL DIVISION

BETWEEN:

SHOAL POINT ENERGY LTD.

PLAINTIFF

AND:

HIS MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

DEFENDANT

CONSENT ORDER

BEFORE THE HONOURABLE JUSTICE V. K. L. ADAMS on this 6th day of June, 2025:

UPON His Majesty the King in right of Newfoundland and Labrador ("HMK") having brought an application seeking an order that Shoal Point Energy Ltd. ("SPE Ltd.") pay security for costs pursuant to Rule 21 of the *Rules of the Supreme Court, 1986*;

AND UPON the parties having reached an agreement with respect to security for costs including the manner in which such costs are payable;

AND UPON receiving confirmation from Andrew Pozzobon, counsel for SPE Ltd. and Suzanne Orsborn and Eugene Chao, counsel for HMK, that the parties consent to the within order;

IT IS HEREBY ORDERED:

Originating Documents, Applications, and Discoveries and Examinations (sections II(A), (B), and (C) of the "Appendix- Scale of Costs", Rule 55 of the Rules of the Supreme Court, 1986)

1. SPE Ltd. shall pay security for costs in the amount of \$5,450.00 on or before June 6, 2025.
2. SPE Ltd. shall pay security for costs in the amount of \$2,000.00 upon the completion of all pre-trial procedures up to and including attendance at a pre-trial conference.

Filed June 6/25

Pre-Trial Procedures (section 11(D) of the "Appendix- Scale of Costs", Rule 55 of the Rules of the Supreme Court, 1986)

3. SPE Ltd. shall pay security for costs in the amount of \$2,000.00 upon the completion of examinations for discovery.

Expert reports (section VIII(1)(b) of the "Appendix- Scale of Costs", Rule 55 of the Rules of the Supreme Court, 1986)

4. Upon HMK delivering an expert report to SPE Ltd., SPE Ltd. may be required to provide further security for costs in relation to that report.
5. If the parties agree to the necessity of the expert and the amount of such security, SPE Ltd. shall pay this amount, within 30 days of SPE Ltd. receiving the expert report from HMK.
6. If the parties are unable to agree on the necessity of the expert or the amount of security payable in relation to an expert report within 30 days of SPE Ltd. receiving such report from HMK, either party may apply to the Court for a determination on the amount of security payable. If such an application is filed, the proceeding shall be stayed. If SPE is ordered to pay security for costs in relation to the expert report, the stay shall be lifted on the day that such security is paid. If SPE is not ordered to pay security for costs in relation to the expert report, the stay shall be lifted on the date that the Court renders its decision on the application.
7. HMK shall provide SPE Ltd. with estimates, invoices, and/or other appropriate documentation to support the amount sought as security for costs in relation to an expert report.

Trial in Supreme Court, Miscellaneous, Witnesses and Other costs (sections II(E), II(G), III and VIII of the "Appendix- Scale of Costs", Rule 55 of the Rules of the Supreme Court, 1986)

8. The costs included under the headings "Trial in Supreme Court", "Miscellaneous", "Witnesses" and "Other" in the "Appendix- Scale of Costs" under Rule 55 of the *Rules of the Supreme Court, 1986* are referred to collectively herein as the "Trial and Other Costs".



9. The parties acknowledge that if this matter proceeds to trial, the Court shall notify the parties of the trial date. The day on which the parties receive this notification is referred to herein as the "Trial Notification Date".
10. The parties shall try and reach an agreement on the amount payable as security for costs for the Trial and Other Costs within 45 days after the Trial Notification Date.
11. If the parties are unable to agree on the amount of security payable for the Trial and Other Costs within 45 days after the Trial Notification Date, either party may apply to the Court for a determination of the amount of security payable. If such an application is filed, the proceeding shall be stayed. The stay shall be lifted on the day that SPE pays the security for costs for Trial and Other Costs as ordered by the Court.
12. SPE Ltd. shall pay security for costs for the Trial and Other Costs in the amount agreed to between the parties or as ordered by the Court by no later than 90 days prior to the first scheduled day of trial.
13. HMK shall provide SPE Ltd. with estimates, invoices, and/or other appropriate documentation to support the amount sought as security for costs in relation to disbursements.

DATED at St. John's, in the Province of Newfoundland and Labrador, this 6th day of June, 2025.



COURT
OFFICER




The Plaintiff Shoal Point Energy Ltd. hereby consents to the terms of the within order.

Per: _____


Andrew Pozzobon
Borden Lader Gervais
Solicitor for Shoal Point Energy Ltd.

The Defendant His Majesty the King right of Newfoundland and Labrador, hereby consents to the terms of the within order.

Per: _____


Suzanne Orsborn and Eugene Chao
Department of Justice and Public
Safety
Solicitor for His Majesty the King in
right of Newfoundland and Labrador

