

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

AUG 15 2024

ENTERED



IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,

R.S.C. 1985, c. C-36

No. S241161
Vancouver Registry

BETWEEN:

THE BANK OF NOVA SCOTIA

PETITIONER

AND:

BIFANO CONSOLIDATED INC.
BIFANO FARMS INC.
NATA FARMS INC.,
SSC VENTURES (NO. 105) LTD. AND
SPALLUMCHEEN FARM LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE MADAM
JUSTICE FITZPATRICK

)
)

MONDAY, THE 12th DAY
OF AUGUST 2024

ON THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Receiver and Manager (the “**Receiver**”) of all of the assets, undertakings and properties of Bifano Consolidated Inc., Bifano Farms Inc., Nata Farms Inc., SSC Ventures (No. 105) Ltd. and Spallumcheen Farm Ltd. (collectively, “**Bifano**”) coming on for hearing at Vancouver, British Columbia, on the 12th day of August 2024; AND ON HEARING Bryan C. Gibbons, counsel for the Receiver, and those other counsel listed on **Appendix “A”** hereto, and no one else appearing, although duly served; AND UPON READING the material filed, including the First Report of the Receiver dated July 26, 2024 (the “First Report”)

THIS COURT ORDERS AND DECLARES THAT:

Service and Definitions

1. The time for service of this Notice of Application and supporting materials is hereby abridged so that the application is properly returnable on August 12, 2024, and the need for further service of the Notice of Application and supporting materials is hereby dispensed with.

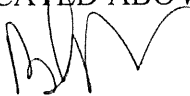
Increase to Receiver's Borrowings Charge

2. The order of this Court made June 24, 2024 is hereby amended so that paragraph 31 now reads as follows:

The Receiver is authorized and 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 \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is 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, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge, the Charges (as defined in the ARIO), the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA and all valid and perfected security interests in favour of CWL for specific equipment leased by Nata Farms Inc. and Bifano Consolidated Inc. which rank in priority to BNS' security interests under the PPSA. For greater clarity, and as noted in paragraph 13, the Charges do not secure amounts incurred after the date of this Order.

3. Endorsement of this Order by counsel appearing on this application other than counsel for the Receiver is dispensed with.

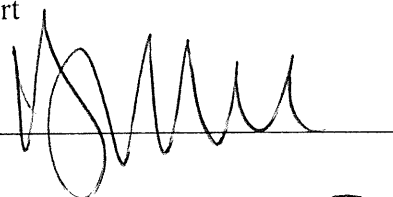
THE FOLLOWING PARTIES CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Bryan C. Gibbons
Lawyer for the Receiver, Alvarez & Marsal
Canada Inc.

By the Court

Registrar




APPENDIX "A"**List of Counsel**

Counsel	Party
Bryan C. Gibbons	The Receiver, Alvarez & Marsal Canada Inc.
Kibben Jackson Mishaal Gill	The Bank of Nova Scotia
Bryan Hicks	Hallano Farm Holdings Inc.
Cassandra Federico	The Respondents, Bifano Consolidated Inc., Bifano Farms Inc., SSC Ventures (No. 105) Ltd. and Spallumcheen Farm Ltd.