

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR.

)

MONDAY, THE 25<sup>th</sup>

)

DAY OF NOVEMBER, 2019

JUSTICE HAINEY

)



IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36 AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF CLOVER LEAF HOLDINGS  
COMPANY, CONNORS BROS. CLOVER LEAF SEAFOODS  
COMPANY, K.C.R. FISHERIES LTD., 6162410 CANADA  
LIMITED, CONNORS BROS. HOLDINGS COMPANY AND  
CONNORS BROS. SEAFOODS COMPANY

(collectively, the "**Applicants**" and each an "**Applicant**")

**AMENDED AND RESTATED INITIAL ORDER**

(amending Initial Order dated November 22, 2019)

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Gary Ware sworn November 21, 2019 and the Exhibits thereto, the affidavit of Gary Ware sworn November 24, 2019 and the Exhibits thereto (the "**Ware**

**Affidavit**"), and the report (the "**First Report**") dated November 24 of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as Monitor of the Applicants, and on being advised that Wells Fargo Capital Finance, LLC and Wells Fargo Capital Finance Corporation Canada in their capacities as administrative agents under the ABL Credit Agreement (as defined in the Ware Affidavit) (in such capacity, the "**ABL Agent**") and Wells Fargo Capital Finance, LLC in its capacity as administrative agent under the DIP ABL Credit Agreement (as defined below) (in such capacity, the "**DIP ABL Agent**") and Brookfield Principal Credit LLC in its capacity as administrative agent under the Term Loan Agreement (as defined in the Ware Affidavit) (in such capacity, the "**Term Agent**") and the DIP Term Credit Agreement (as defined below) (in such capacity, the "**DIP Term Agent**"), the secured creditors who are likely to be affected by the charges created herein, were given notice, and on hearing the submissions of counsel for the Applicants, A&M, the DIP ABL Agent and the DIP Term Agent, no one appearing for any other party although duly served as appears from the affidavit of service of Mike Shakra sworn November 25, 2019, and on reading the consent of A&M to act as the Monitor,

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

## **APPLICATION**

2. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

## **PLAN OF ARRANGEMENT**

3. **THIS COURT ORDERS** that the Applicants, individually or collectively, shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

## POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the Ware Affidavit or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as defined below) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that each of the Applicants' existing depository and disbursement banks (collectively, the "**Banks**") is authorized to debit the applicable Applicant's accounts in the ordinary course of business without the need for further order of this Court for: (i) all cheques drawn on the applicable Applicant's accounts which are cashed at such Bank's counters or exchanged for cashier's cheques by the payees thereof prior to the date of this Order; (ii) all cheques or other items deposited in one of the Applicant's accounts with such Bank prior to the



date of this Order which have been dishonoured or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent an Applicant was responsible for such items prior to the date of this Order; and (iii) all undisputed pre-filing amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

7. **THIS COURT ORDERS** that any of the Banks may rely on the representations of the applicable Applicant with respect to whether any cheques or other payment order drawn or issued by the applicable Applicant prior to the date of this Order should be honoured pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the applicable Applicant as provided for herein.

8. **THIS COURT ORDERS** that (i) those certain existing deposit agreements between the Banks shall continue to govern the post-filing cash management relationship between the Applicants and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect, (ii) either any of the Applicants, with the consent of the Monitor, or the Banks may, without further Order of this Court, implement changes to the Cash Management Systems and procedures in the ordinary course of business pursuant to the terms of those certain existing deposit agreements, including, without limitation, the opening and closing of bank accounts, and (iii) all control agreements in existence prior to the date of the commencement of these proceedings shall apply, including, as applicable, with respect to the DIP Facilities.

9. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and current service pension benefits, vacation pay and expenses payable prior to, on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) all outstanding or future amounts owing in respect of customer rebates, refunds, discounts, or other amounts on account of similar customer programs or obligations, in

each case incurred in the ordinary course of business and consistent with existing policies and arrangements;

- (c) the reasonable fees and disbursements of any Assistants retained or employed by any Applicant in respect of these proceedings, at their standard rates and charges;
- (d) subject to the Definitive Documents (as defined below), including, without limitation, the Budget (as defined in the DIP ABL Credit Agreement) and the DIP Budget (as defined in the DIP Term Credit Agreement):
  - (i) amounts owing for goods or services supplied to the Applicants prior to the date of this Order by any supplier or other Person with whom the relevant Applicant deals at arm's length; and
  - (ii) amounts owing for goods or services supplied to the Applicants prior to the date of this Order by suppliers with whom the relevant Applicant does not deal at arm's length;

provided that, in either case, such amounts are approved in advance by the Monitor.

10. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by any of the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to any of the Applicants following the date of this Order.

11. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services taxes, harmonized sales taxes, or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

12. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the applicable Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease, but excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of any of the Applicants or any affiliate thereof, the making of this Order, or the commencement of any insolvency proceeding in respect of any affiliate of the Applicants in the United States or any other foreign jurisdiction (a "**Foreign Proceeding**")) or as otherwise may be negotiated between any of the Applicants and the applicable landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

13. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any of the Applicants to any of their creditors as of this date, provided, however, that the Applicants are authorized and directed to make all such payments as required pursuant to and in accordance with the DIP ABL Credit Agreement and the DIP Term Credit Agreement, including, without limitation, to make payment on account of, or to repay in full, the amounts outstanding in respect of the ABL Credit Agreement; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

### **RESTRUCTURING**

14. **THIS COURT ORDERS** that each of the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding US\$100,000 in any one transaction or US\$500,000 in the aggregate;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing, restructuring, selling or reorganizing its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business.

15. **THIS COURT ORDERS** that any applicable Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of



the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the applicable Applicant, or by further Order of this Court upon application by the applicable Applicant on at least two (2) days notice to such landlord and any such secured creditors. If any of the Applicants disclaim the lease governing such leased premises in accordance with Section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

16. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then: (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the applicable Applicant and the Monitor 24 hours' prior written notice; and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the applicable Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY**

17. **THIS COURT ORDERS** that until and including December 31, 2019, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court. Notice of any such motion seeking leave of this Court shall be served upon the Service List (as defined below) at least seven (7) days prior to the return date of any such motion for leave.



## NO EXERCISE OF RIGHTS OR REMEDIES

18. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicants or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. Notice of any such motion seeking leave of this Court shall be served upon the Service List at least seven (7) days prior to the return date of any such motion for leave.

19. **THIS COURT ORDERS** that prior to the occurrence of an Event of Default (as defined in the DIP ABL Credit Agreement and the DIP Term Credit Agreement), except as expressly permitted pursuant to the terms of this Order or the Definitive Documents, the ABL Agent, the Term Agent, and the lenders under the ABL Credit Agreement and the Term Loan Agreement shall not (a) exercise any rights or remedies with respect to any security interest, liens or collateral granted to the ABL Agent or the Term Agent, (b) enforce or pursue an event of default or other breach under or in connection with the ABL Credit Agreement or the Term Loan Agreement, or (c) assert any demand for payment of any kind whatsoever, in each case with respect to Bumble Bee Foods S.À R.L. ("**Holdings**"), Clover Leaf Seafood S.à. r.l. ("**Luxco Parent**"), Coral Triangle Processors, LLC, and Anova Technical Services, LLC (each a "**Non-Debtor Credit Party**" and collectively, the "**Non-Debtor Credit Parties**"), on account of any indebtedness under or in connection with the ABL Credit Agreement or the Term Loan Agreement; provided that such forbearance shall terminate (y) with respect to any Non-Debtor Credit Party, if such Non-Debtor Credit Party receives any written charge, complaint, claim, demand, suit, or notice (copy of which shall immediately be provided to the ABL Agent, the DIP ABL Agent, the Term Agent and the DIP Term Agent) seeking payment or remedies in excess of US \$100,000; and (z) solely with respect to either Holdings or Luxco Parent, upon three (3) business days' notice that, in the reasonable discretion of the DIP ABL Agent or the DIP Term Agent, Holdings or Luxco Parent

(as applicable) is in material breach of its obligations under the DIP Credit Agreements (as defined below) or the Stalking Horse APA (as defined in the DIP Term Credit Agreement) and such breach or alleged breach is not cured within such three (3) business days period.

#### **NO INTERFERENCE WITH RIGHTS**

20. **THIS COURT ORDERS** that during the Stay Period, 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 any of the Applicants, except with the written consent of the applicable Applicant and the Monitor, or leave of this Court. Notice of any such motion seeking leave of this Court shall be served upon the Service List at least seven (7) days prior to the return date of any such motion for leave.

#### **CONTINUATION OF SERVICES**

21. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the Applicants 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 Business or any of the Applicants, 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 any of the Applicants, and that each of the Applicants shall be entitled to the continued use of its current premises, 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 applicable Applicant in accordance with normal payment practices of the applicable Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the applicable Applicant and the Monitor, or as may be ordered by this Court.

#### **NON-DEROGATION OF RIGHTS**

22. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any

monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

23. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of any of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

### **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

24. **THIS COURT ORDERS** that each of the Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of each of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

25. **THIS COURT ORDERS** that the directors and officers of each of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of CAD\$2.3 million, as security for the indemnity provided in paragraph 24 of this Order; provided that upon the funding of the Closing Escrow Accounts (as defined below), the Directors' Charge shall only attach to the Closing Escrow Amounts (as defined below) and not any other Property. The Directors' Charge shall have the priority set out in paragraphs 49, 50, and 52 herein.

26. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) each of the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

**APPOINTMENT OF MONITOR**

27. **THIS COURT ORDERS** that A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by any of the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

28. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicants, to the extent required by the Applicants, in their dissemination, to the DIP ABL Agent, the DIP ABL Lenders (as defined below), the DIP Term Agent, the DIP Term Lenders (as defined below) and each of their respective counsel and financial advisors, of financial and other information as contemplated in the Definitive Documents;
- (d) advise the Applicants in their preparation of cash flow statements and reporting required by the Definitive Documents, which information shall be reviewed with the Monitor and delivered to the DIP ABL Agent, the DIP ABL Lenders, the DIP Term Agent, the DIP Term Lenders and each of their respective counsel and financial advisors, pursuant to and in accordance with the Definitive Documents;
- (e) if applicable, advise the Applicants in their development of the Plan and any amendments to the Plan;



- (f) if applicable, assist the Applicants to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (h) assist the Applicants with respect to any Foreign Proceeding and monitor and report to this Court, as it deems appropriate, on any Foreign Proceeding;
- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

29. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

30. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might 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 law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *New Brunswick Clean Environment Act*, the *New Brunswick Clean Water Act*, the *New Brunswick Occupational Health and Safety Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable

Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor'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.

31. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of any of the Applicants, including the DIP ABL Agent, the DIP ABL Lenders, the DIP Term Agent and the DIP Term Lenders, with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

32. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

33. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and Canadian counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or subsequent to the date of this Order, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and Canadian counsel for the Applicants on a weekly basis or on such other terms as such parties may agree, in addition to the retainers previously paid to the Monitor, counsel to the Monitor and Canadian counsel to the Applicants.

34. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

35. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and the Applicants' Canadian counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of CAD\$1.25 million, as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order in respect of these proceedings; provided, however that, subject to further Order of this Court, the Administration Charge shall not secure any amount owing to the Applicants' Canadian counsel once the Applicants' Canadian counsel has been paid all amounts budgeted for the Applicants' Canadian counsel under the DIP Budget. The Administration Charge shall have the priority set out in paragraphs 49, 50, and 52 herein.

#### **DIP FINANCING**

36. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain, borrow and/or guarantee, on a joint and several basis, under or in respect of:

- (a) the Senior Secured Super-Priority Debtor-In-Possession Credit Agreement substantially in the form attached to the Ware Affidavit as Exhibit "Q", among Connors Bros. Clover Leaf Seafoods Company, Bumble Bee Foods LLC, certain of their affiliates party thereto, the DIP ABL Agent and the lenders from time to time party thereto (the "**DIP ABL Lenders**") (as may be amended, restated, supplemented and/or modified, subject to approval of this Court in respect of any amendment that the Monitor determines to be material, the "**DIP ABL Credit Agreement**"), in order to repay and replace the Applicants' ABL Credit Agreement and finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, all in accordance with the applicable Definitive Documents, provided that borrowings under the DIP ABL Credit Agreement shall not exceed US\$40 million to the Applicants, and US\$200 million in the aggregate, unless permitted by further Order of this Court (the "**DIP ABL Credit Facility**");
- (b) the Superpriority Secured Debtor-in-Possession Term Loan Agreement substantially in the form attached to the Ware Affidavit as Exhibit "R", among Bumble Bee Foods S.À R.L., Bumble Bee Foods, LLC, the DIP Term Agent and the lenders from time to time party thereto (the "**DIP Term Lenders**") (as may be amended, restated, supplemented

and/or modified, subject to approval of this Court in respect of any amendment that the Monitor determines to be material, the "**DIP Term Credit Agreement**" and together with the DIP ABL Credit Agreement, the "**DIP Credit Agreements**")), all in accordance with the applicable Definitive Documents, provided that borrowings under the DIP Term Credit Agreement shall not exceed US\$80 million unless permitted by further Order of this Court (the "**DIP Term Credit Facility**", and together with the DIP ABL Credit Facility, the "**DIP Facilities**"); and

(c) the Definitive Documents.

37. **THIS COURT ORDERS** that the DIP Facilities shall be on the terms and subject to the conditions set forth in the DIP Credit Agreements and the other Definitive Documents.

38. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver the DIP ABL Credit Agreement, the DIP Term Credit Agreement and such mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, including any schedules thereto, and as may be amended from time to time, the "**Definitive Documents**") as are contemplated by the DIP ABL Credit Agreement and the DIP Term Credit Agreement or as may be reasonably required by the DIP ABL Agent on behalf of the DIP ABL Lenders or the DIP Term Agent on behalf of the DIP Term Lenders pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP ABL Agent, the DIP ABL Lenders, the DIP Term Agent and the DIP Term Lenders under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

39. **THIS COURT ORDERS** that the DIP ABL Agent and the DIP ABL Lenders shall be entitled to the benefit of and are hereby granted a charge (the "**DIP ABL Lenders' Charge**"), which DIP ABL Lenders' Charge shall not secure an obligation that exists before this Order is made, on the Property as security for any and all Obligations (as defined in the DIP ABL Credit Agreement) (including on account of principal, interest, fees, expenses and other liabilities, and the aggregate of all such obligations, the "**DIP ABL Obligations**"), which DIP ABL Lenders' Charge shall be in the aggregate amount of the DIP ABL Obligations outstanding at any given



time under the DIP ABL Credit Agreement. The DIP ABL Lenders' Charge shall have the priority set out in paragraphs 49, 50, and 52 herein.

40. **THIS COURT ORDERS** that the DIP Term Agent and the DIP Term Lenders shall be entitled to the benefit of and are hereby granted a charge (the "**DIP Term Lenders' Charge**"), which DIP Term Lenders' Charge shall not secure an obligation that exists before this Order is made, on the Property as security for any and all Obligations (as defined in the DIP Term Credit Agreement) (including on account of principal, interest, fees, expenses and other liabilities, and the aggregate of all such obligations, the "**DIP Term Obligations**"), which DIP Term Lenders' Charge shall be in the aggregate amount of the DIP Term Obligations outstanding at any given time under the DIP Term Credit Agreement. The DIP Term Lenders' Charge shall have the priority set out in paragraphs 49, 50, and 52 herein.

41. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP ABL Agent on behalf of the DIP ABL Lenders, as applicable, may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP ABL Lenders' Charge, the DIP ABL Credit Agreement or any of the other Definitive Documents;
- (b) the DIP Term Agent on behalf of the DIP Term Lenders, as applicable, may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Term Lenders' Charge, the DIP Term Credit Agreement or any of the other Definitive Documents;
- (c) upon the occurrence of an Event of Default under the DIP ABL Credit Agreement, the other related Definitive Documents or the DIP ABL Lenders' Charge, the DIP ABL Agent and the DIP ABL Lenders, as applicable, may, subject to the provisions of the DIP ABL Credit Agreement with respect to the giving of notice or otherwise, and in accordance with the DIP ABL Credit Agreement, the other related Definitive Documents and the DIP ABL Lenders' Charge, as applicable, cease making advances to the Applicants and set off and/or consolidate any amounts owing by the ABL Term Agent and the DIP ABL Lenders to the Applicants against the obligations of the Applicants to the DIP ABL Agent and the DIP ABL Lenders under the DIP ABL Credit

Agreement, the other related Definitive Documents or the DIP ABL Lenders' Charge, terminate the commitments under the DIP ABL Loan Credit Agreement, and make demand, accelerate payment and give other notices; provided that, the DIP ABL Agent and the DIP ABL Lenders must apply to this Court on five (5) business days' prior written notice (which may include the service of materials in connection with such an application to this Court and which period may run contemporaneously with any required notice period under the DIP ABL Credit Agreement) to the Service List, to enforce against or exercise any other rights and remedies with respect to any Applicant or any of the Property, to appoint a receiver, receiver and manager or interim receiver, or to seek a bankruptcy order against any Applicant or to appoint a trustee in bankruptcy of any Applicant;

- (d) upon the occurrence of an Event of Default under the DIP Term Credit Agreement, the other related Definitive Documents or the DIP Term Lenders' Charge, the DIP Term Agent and the DIP Term Lenders, as applicable, may, subject to the provisions of the DIP Term Credit Agreement with respect to the giving of notice or otherwise, and in accordance with the DIP Term Credit Agreement, the other related Definitive Documents and the DIP Term Lenders' Charge, as applicable, cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Term Agent and the DIP Term Lenders to the Applicants against the obligations of the Applicants to the DIP Term Agent and the DIP Term Lenders under the DIP Term Credit Agreement, the other related Definitive Documents or the DIP Term Lenders' Charge, terminate the commitments under the DIP Term Credit Agreement, and make demand, accelerate payment and give other notices; provided that, the DIP Term Agent and the DIP Term Lenders must apply to this Court on five (5) business days' prior written notice (which may include the service of materials in connection with such an application to this Court and which period may run contemporaneously with any required notice period under the DIP Term Credit Agreement) to the Service List, to enforce against or exercise any other rights and remedies with respect to any Applicant or any of the Property, to appoint a receiver, receiver and manager or interim receiver, or to seek a bankruptcy order against any Applicant or to appoint a trustee in bankruptcy of any Applicant; and

- (e) the foregoing rights and remedies of the DIP ABL Agent, the DIP ABL Lenders, the DIP Term Agent and the DIP Term Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

42. **THIS COURT ORDERS AND DECLARES** that the DIP ABL Agent, the DIP ABL Lenders, the DIP Term Agent and the DIP Term Lenders shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants or any of them under the CCAA, or any proposal filed by the Applicants or any of them under the *Bankruptcy and Insolvency Act* (the "BIA"), with respect to any obligations under the DIP ABL Credit Agreement, the DIP Term Credit Agreement and the other Definitive Documents.

43. **THIS COURT ORDERS** that notwithstanding anything to the contrary herein or in the Definitive Documents and provided that no Event of Default has occurred and is continuing under any Definitive Document, immediately prior to (1) a sale pursuant to and in accordance with the Stalking Horse APA (as defined in the Ware Affidavit), as in effect on the date hereof, without giving effect to any amendment, waiver, consent or other modification thereto that is adverse to the interests of the DIP Term Lenders or the lenders under the Term Loan Agreement and not otherwise approved by the Required Lenders (as defined in and under the DIP Term Credit Agreement), and (2) any sale pursuant to the CCAA Approval and Vesting Order (as defined in the DIP Term Credit Agreement) pursuant to any offer that is deemed higher or better by this Court (the closing of a sale referred to in the foregoing (1) or (2), a "**Qualified Sale Closing**") (and not, for the avoidance of doubt, upon the occurrence of the Maturity Date (as defined in the Definitive Documents) due to any other event), the Applicants shall, with the consent of the Monitor, be entitled to submit a borrowing request and notice of borrowing under the DIP ABL Credit Agreement, subject to the limitations contained in the Definitive Documents, and utilize and direct the transfer of proceeds of such borrowing request and notice of borrowing into one or more escrow accounts established by the Applicants (the "**Closing Escrow Accounts**"), in an amount equal to the lesser of (x) an amount equal to the Maximum Revolver Amount (as defined in the DIP ABL Credit Agreement) less the Revolver Usage (as defined in the DIP ABL Credit Agreement) at such



time<sup>1</sup>, and (y) the Closing Escrow Amount (as defined below). “**Closing Escrow Amount**” shall mean an amount equal to the sum of, without duplication, (a) the amount required to satisfy any obligations of the Applicants under the Stalking Horse APA and/or the CCAA Approval and Vesting Order in accordance with the terms thereof; and (b) the amount necessary to fund (i) the administration of this proceeding in an amount not to exceed the Wind-Down Amount (as defined in the DIP Term Credit Agreement) allocable to one or more of the Applicants, (ii) all accrued and unpaid professional fees of the Applicants’ Canadian counsel and the Monitor and its counsel, (iii) the amounts earned, owing, due and payable under the KEIP (as defined below) in an amount not to exceed the amount budgeted therefore under the Approved Budget (as defined in the DIP Term Credit Agreement), (iv) any other line item amount provided in the Approved Budget to the extent representing an expense of the Applicants (but excluding any amount referred to in any of the foregoing (i) through (iii)) that is unpaid as of the date of such borrowing request, up to the aggregate amount unpaid and budgeted to be drawn upon a Qualified Sale Closing for all such line item amounts in the Approved Budget, and (v) any amounts that are due or reasonably likely to come due in the Applicants’ reasonable discretion that have the benefit of the Directors’ Charge, such amounts, if any (x) to be determined with the consent of the DIP ABL Agent and the DIP Term Agent or further Order of this Court, and (y) to exclude any amount that is otherwise provided for in the foregoing (i) through (iv). Except for the Administration Charge, the Directors’ Charge and the KEIP Charge (as defined below), the Closing Escrow Accounts and the Closing Escrow Amount shall not be subject to any prefiling or postfiling liens or claims against the Applicants or their assets, including any liens or claims securing the DIP Facilities or the obligations under the ABL Credit Agreement, the Term Loan Agreement, the DIP Charge, or any and all other forms of liens or claims against the Applicants or the Applicants’ assets arising from the DIP Facilities or the obligations under the ABL Credit Agreement and the Term Loan Agreement; provided that the ABL Agent and the Term Agent shall retain any liens or claims securing any obligations under the ABL Credit Agreement or the Term Loan Agreement in any residual amounts remaining in the Closing Escrow Accounts after the satisfaction in full of all obligations comprising the Closing Escrow Amounts.



## KEY EMPLOYEE INCENTIVE PLANS

44. **THIS COURT ORDERS** that the key employee incentive plans of the Applicants described in the Ware Affidavit (collectively, the "**KEIP**") are hereby approved and the Applicants are authorized and directed to make payments in accordance with the terms thereof.

45. **THIS COURT ORDERS** that the Applicants' employees that are the beneficiaries of the KEIP shall be entitled to the benefit of and are hereby granted a charge (the "**KEIP Charge**") on the Property, which charge shall not exceed an aggregate amount of CAD\$2.6 million, to secure the amounts payable to the beneficiaries of the KEIP; provided, however, that (i) the KEIP Charge shall only secure up to the first CAD\$2.6 million to be paid under the KEIP, and (ii) upon the funding of the Closing Escrow Accounts, the KEIP Charge shall only attach to the Closing Escrow Amounts and not any other Property. The KEIP Charge shall have the priority set out in paragraphs 49, 50, and 52 herein.

46. **THIS COURT ORDERS** that to the extent that any Applicant or an affiliate of an Applicant (including, for greater certainty, a debtor in any Foreign Proceeding) (an "**Intercompany Lender**") after the date of this Order makes any payment or incurs any obligation on behalf of, or discharges any obligation of, an Applicant (other than itself) (the "**Debtor Applicant**") or otherwise transfers value to or for the benefit of one or more Applicants (other than the Debtor Applicant), such Intercompany Lender is hereby granted a charge (the "**Intercompany Charge**") on all of the Property of such Debtor Applicant in the amount of such payment, obligation or transfer. The Intercompany Charge shall have the priority set out in paragraphs 49, 50, and 52 herein.

47. **THIS COURT ORDERS** that notwithstanding anything to the contrary in this Order or the Definitive Documents, or as a result of the incurrence of the Obligations under the DIP Facilities, or any repayment or satisfaction of the Obligations under the DIP Facilities or any indebtedness owing under the ABL Credit Agreement or the Term Loan Agreement, the rights, defenses, claims, causes of action, and other legal entitlements of each Credit Party (as defined in the DIP Term Credit Agreement) and Loan Party (as defined in the DIP ABL Credit Agreement) and each borrower or guarantor under the ABL Credit Agreement and the Term Loan Agreement (collectively, the "**Credit Parties**"), including any entitlement to set-off, subrogation or contribution, against any other Credit Party arising under or related to the DIP Facilities or the debt

owing under the ABL Credit Agreement and the Term Loan Agreement are expressly preserved; provided that any such legal entitlements with respect to the Applicants shall be junior to the Charges (as defined below), the existing liens and other security of the respective agents under or in connection with the ABL Credit Agreement and the Term Loan Agreement (the "**Pre-Filing ABL Security**" and the "**Pre-Filing Term Loan Security**", respectively), and, in each case, subject to the satisfaction in full of the Obligations under the DIP Facilities and under the ABL Credit Agreement and the Term Loan Agreement.

48. **THIS COURT ORDERS** that notwithstanding anything in this Order, the DIP Facilities, the Definitive Documents or elsewhere, no Applicant shall provide an inter-company advance to any affiliate that is not an Applicant until such time as the United States Bankruptcy Court for the District of Delaware has issued an Interim Order in the Foreign Proceedings, among other things, approving the DIP Facilities and containing a paragraph in substance substantially similar to paragraphs 46 and 47 herein.

#### **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER AND CERTAIN OTHER SECURITY**

49. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge, the DIP ABL Lenders' Charge, the DIP Term Lenders' Charge, the KEIP Charge, the Intercompany Charge (collectively, the "**Charges**"), the Pre-Filing ABL Security and the Pre-Filing Term Loan Security as among them, with respect to all Property that constitutes ABL Priority Collateral (as defined in the Intercreditor Agreement, as defined in each of the DIP ABL Credit Agreement and the DIP Term Credit Agreement) shall be as follows:

First – the Administration Charge;

Second – the Directors' Charge;

Third – the KEIP Charge;

Fourth – the DIP ABL Lenders' Charge;

Fifth – the Pre-Filing ABL Security;

Sixth - the DIP Term Lenders' Charge;

Seventh – the Pre-Filing Term Loan Security; and

Eighth – the Intercompany Charge.

50. **THIS COURT ORDERS** that the priorities of the Charges, the Pre-Filing ABL Security and the Pre-Filing Term Loan Security, as among them, with respect to all Property other than the ABL Priority Collateral shall be as follows:

First – the Administration Charge;

Second – the Directors' Charge;

Third – the KEIP Charge;

Fourth – the DIP Term Lenders' Charge;

Fifth – the Pre-Filing Term Loan Security;

Sixth – the DIP ABL Lenders' Charge;

Seventh – the Pre-Filing ABL Security; and

Eighth – the Intercompany Charge.

51. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

52. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall, except as otherwise set out in paragraphs 49 and 50 hereof, rank in priority to the Pre-Filing ABL Security and the Pre-Filing Term Loan Security, but behind all other existing security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Persons that have not been served with notice of this application. The Applicants and the beneficiaries of the Charges shall be entitled to seek priority ahead of the Encumbrances on notice to those parties likely to be affected by such priority (it being the intention of the

Applicants to seek priority of the Charges ahead of all such Encumbrances at the Comeback Motion (as defined below); provided that the Applicants will not seek priority of the Intercompany Charge over the Pre-Filing ABL Security or the Pre-Filing Term Loan Security.

53. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the applicable Applicant also obtains the prior written consent of the Monitor and the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**"), or further Order of this Court.

54. **THIS COURT ORDERS** that the Charges, the DIP ABL Credit Agreement, the DIP Term Credit Agreement, and the other Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy or receivership order(s) issued pursuant to the BIA or other applicable legislation, or any bankruptcy or receivership order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds any of the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP ABL Credit Agreement, the DIP Term Credit Agreement or the other Definitive Documents shall create or be deemed to constitute a breach by any of the Applicants of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from any of the Applicants entering into the DIP ABL Credit Agreement and the DIP Term Credit Agreement, the creation of the Charges, or the execution, delivery or performance of the other Definitive Documents; and



- (c) the payments made by any of the Applicants pursuant to this Order, the DIP ABL Credit Agreement, the DIP Term Credit Agreement or the other Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

55. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Applicant's interest in such real property leases.

#### **SEALING**

56. **THIS COURT ORDERS** that the Confidential Appendix to the First Report shall be sealed and kept confidential.

#### **SERVICE AND NOTICE**

57. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in The Globe and Mail (National Edition) and the Telegraph Journal (New Brunswick) a notice containing the information prescribed under the CCAA, (ii) within five (5) days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send or cause to be sent, in the prescribed manner, a notice to every known creditor who has a claim against any of the Applicants of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

58. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Protocol with the following URL – <http://www.alvarezandmarsal.com/CloverLeaf> (the "**Website**").

59. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the Website, provided that the Monitor shall have no liability in respect of the accuracy of, or the timeliness of making any changes to, the Service List.

60. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

61. **THIS COURT ORDERS** that the Applicants and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicants' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

## **GENERAL**

62. **THIS COURT ORDERS** that to the extent any person makes a request in writing to the Applicants and the Monitor to have a comeback hearing, it will be held on the same date that the Applicants' next motion in this proceeding is returnable (the "**Comeback Motion**"). If no such request is made, there will be no Comeback Motion.

63. **THIS COURT ORDERS** that each of the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties under this Order or in the interpretation or application of this Order.

64. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any of the Applicants, the Business or the Property.

65. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

66. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, 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 Clover Leaf Holdings Company is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

67. **THIS COURT ORDERS** that any interested party (including any of the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

68. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Toronto time on the date of this Order.

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

NOV 25 2019

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PER / PAR:






IN THE MATTER OF THE COMPANIES CREDITORS' ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CLOVER LEAF HOLDINGS COMPANY,  
CONNORS BROS. CLOVER LEAF SEAFOODS COMPANY, K.C.R. FISHERIES LTD., 6162410 CANADA LIMITED, CONNORS  
BROS. HOLDINGS COMPANY and CONNORS BROS. SEAFOODS COMPANY

Court File No. CV-19-631523-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

Proceedings commenced in Toronto

**AMENDED AND RESTATED INITIAL  
ORDER**

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