2025 01G 4683
IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985 c. C- 36 as Amended (the "**CCAA**")

AND IN THE MATTER OF an application by Ocean View Farms Ltd. for relief under s. 11 of the CCAA

CHARGING ORDER

Before the Honourable Justice Macdonald on 15 September 2025:

UPON APPLICATION, made by Ocean View Farms Ltd. (the "**Company**") pursuant to the CCAA for an order approving a debtor in possession term sheet and related loan transaction between the Company and Libra Finance Company Inc. ("**Libra**") (the "**DIP Term Sheet**") and providing certain Charges in priority to existing security;

AND UPON READING the materials put before the Court by the Company and Monitor in support of the Company's request for an Initial Order, including the approval of a DIP Term Sheet and Charging Order, as well as the materials submitted by Libra in advance of the Initial Hearing date on 11 September 2025 with respect to the same;

AND UPON HEARING the submissions of counsel for the Company, the Monitor, and Libra, such other counsel that were present, no one else appearing for any party although duly served:

The following is ordered and declared:

1. **THIS COURT ORDERS** that the that the Stay Period, as defined in the Order of the Honourable Justice MacDonald dated 11 September 2025 (the **"Initial Order"**) is hereby further extended up to and including 22 September 2025.

Filed Sept 15, 2025

2. **THIS COURT ORDERS** that the Company is authorized and empowered to borrow under a credit facility from Libra (the "**DIP Lender**"), provided that borrowings under such credit facility shall not exceed an initial amount of $150,000.00 pending the granting of an Amended and Restated Initial Order and shall not exceed a total maximum amount $500,000.00 (the "**DIP Facility**") unless permitted by further order of this Court.

3. **THIS COURT ORDERS** that such DIP Facility shall be on the terms subject to conditions set out in the signed DIP Term Sheet between the Company and the DIP Lender annexed hereto as **Exhibit "A"** for the purpose noted above, as same may be amended from time to time with the Monitor's written consent provided any amendment may not affect a secured creditor's rights without further order of this Court.

4. **THIS COURT ORDERS** that the Company is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs, and other security documents, guarantees, and other definitive documents (collectively, the "**DIP Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Company is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities, and obligations to the DIP Lender under the DIP Term Sheet as and when the same become due and are to be performed, notwithstanding any other provision of this Order or the Initial Order, as may be amended and restated.

5. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property as security for any and all obligations of the Company under or pursuant to the DIP Facility and the DIP Term Sheet, which charge shall not exceed the aggregate amount owed to the DIP Lender under the DIP Facility and the DIP Term Sheet. The DIP Lender's Charge shall have the priority set out herein.

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

a. the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or the DIP Term Sheet or any of the DIP Documents;

b. upon the occurrence of an event of default under the DIP Term Sheet or DIP Documents or the DIP Lender's Charge, the DIP Lender, upon two days' notice to the Company and the Monitor, may with leave of the Court exercise any and all of its rights and remedies against the Company or the Property under or pursuant to the DIP Term Sheet, DIP Documents and the DIP Lender's Charge; and

c. the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Company or the Property.

7. **THIS COURT ORDERS** that the Company is enjoined from making a proposal under the *Bankruptcy and Insolvency Act* by which any advance made under the DIP Term Sheet or the DIP Documents could be repaid at less than one hundred cents on the dollar, or by which any claims or other rights of the DIP Lender under any agreement related to the DIP Facility could be compromised, unless the DIP Lender agrees otherwise in writing.

Validity and Priority of Charges Created by this Order

8. **THIS COURT ORDERS** that the priorities of the DIP Lender's Charge as against the existing security held by any secured creditor prior to the issuance of this Order (the "**Existing Security**"), shall be as follows:

a. First – Administration Charge as provided for in the Initial Order, as may be amended and restated;

b. Second – DIP Lender's Charge;

c. Third – Existing Security in such priority as they currently have.

9. **THIS COURT ORDERS** that the filing, registration, or perfection of the Administration Charge and the DIP Lender's Charge (collectively, the "**Charges**") shall not be required, and 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.

10. **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 rank in priority to all other security interests, trusts, liens, charges, and encumbrances, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

11. **THIS COURT ORDERS** that, except as otherwise expressly provided for herein, or as may be approved by this Court, the Company shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Existing Security or any of the Charges, unless the Company also obtain the prior written consent of the Monitor, its existing secured creditors, and the beneficiaries of the Charges (the "**Chargees**"), or further order of this Court.

12. **THIS COURT ORDERS** that the Charges, the DIP Term Sheet, and the DIP Documents shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees shall not otherwise be limited or impaired in any way by i) the pendency of these proceedings and the declarations of insolvency made herein; ii) any application for a bankruptcy order issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; or iv) 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 the Company, 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 Term Sheet or the DIP Documents shall create or be deemed to constitute a breach by the Company 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 the Company entering into the DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the DIP Documents; and

c. the payments made by the Company pursuant to this Order, the DIP Term Sheet or the DIP Documents, and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements, or other challengeable, voidable, or reviewable transactions under any applicable law.

13. **THIS COURT ORDERS** that the Charge created by this Order over leases of real property in Canada shall only be a Charge on the Company's interest in such real property leases.

14. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and under the Initial Order, as may be amended and restated, is hereby directed and empowered to:

a. assist the Company, to the extent required by the Company, in its dissemination, to the DIP Lender and its counsel on a monthly basis of financial and other information as agreed to between the Company and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender; and

b. advise or assist the Company in its preparation of the Company's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than monthly, or as otherwise agreed to by the DIP Lender.

15. **THIS COURT ORDERS** that any amounts actually advanced or expended pursuant to any of the Charges shall have the priority as provided for herein regardless of the time of advance or the use to which funds were actually put.

Service and Notice

16. **THIS COURT ORDERS** that the Company and the Monitor shall serve a copy of this Order on all secured creditors of the Company and shall be at liberty to serve this Order on such other Persons as it determines is appropriate. All such service shall be made in accordance with the provisions of the Initial Order, as may be amended and restated.

General

17. **THIS COURT ORDERS** that the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction outside Newfoundland and Labrador is hereby requested to give effect to this Order and to assist the Company, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, or regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Company 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 Company and the Monitor and their respective agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that each of the Company 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.

19. **THIS COURT ORDERS** that any interested party, including the Company and the Monitor, may apply to this Court to vary or amend this Order on such notice provided for under the *Rules of the Supreme Court, 1986* or on such notice as this Court may order.

20. This Order and all of its provisions are effective as of 5:00 p.m. on the 15th day of September 2025.

Issued at St. John's, Newfoundland and Labrador, this ____ day of September 2025

_____

Exhibit "A"
DIP Term Sheet

LIBRA FINANCIAL
BRIDGE CAPITAL FUNDING

DEBTOR-IN-POSSESSION FINANCING TERM SHEET

This term sheet ("DIP Term Sheet") sets out the terms and conditions upon which the DIP Lender will provide debtor-in-possession financing to the DIP Borrower (as such terms are defined below) in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Borrower:	Ocean View Farms Limited
DIP Lender:	Libra Finance Company Inc. (the "DIP Lender")
Monitor:	S R, Stack and Company Ltd., in its capacity as Monitor under the Companies Creditors Arrangement Act ("CCAA") in connection with the DIP Borrowers Proceedings.
Type of DIP Loan:	Loan of up to a maximum amount of **$500,000** (the "DIP Loan"), secured by way of the DIP Charge (defined herein) to be available to the DIP Borrower with the agreement of the Monitor subject to and in accordance with the terms herein.
Availability:	Subject to the fulfillment of the applicable conditions precedent to the availability of the DIP Loan set out herein and the DIP Borrower's adherence to the Cash-Flow Statement dated [ ] (the "Approved Cash Flows") being satisfactory to the DIP Lender, and provided that no Event of Default (as defined below) has occurred and is then continuing, advances of the DIP Loan shall be made by the DIP Lender to the DIP Borrower.
Purpose,	Use of Proceeds: The proceeds of the DIP Loan will be used by the DIP Borrower to fund the cash flow requirements of the DIP Borrower on a going-concern basis provided that the same is, unless approved in writing by the DIP Lender and the Monitor, (i) in accordance with the Approved Cash Flows, and (ii) not on account of a liability that existed prior to the date of the Application except for critical supplier(s) payments as approved by the Companies advisors and the Monitor, including for avoidance of doubt but without limitation any unremitted statutory remittances existing as of the Filing Date.
Closing Date:	On or before [_____] unless otherwise agreed by the DIP Borrower and the DIP Lender (the "Closing Date").
Termination Date:	The maturity of the DIP Loan (the "Termination Date") shall be the

earliest of:

(a) [_____] following the Closing Date;

(b) the effective date of any merger, amalgamation, consolidation, arrangement, reorganization, recapitalization, sale or any other transaction affecting the DIP Borrower' assets or operations or resulting in

the change of ownership or control of the DIP Borrower as confirmed by the Supreme Court of [ ] (the "Court") and satisfactory to the DIP Lender (any of the foregoing being a "Transaction");

(c) the date on which the DIP Borrower's stay of proceedings expires without being extended or the date on which the CCAA proceedings are dismissed or terminated;

(d) the date of the acceleration of the DIP Loan and the termination of the commitment with respect to the DIP Loan as a result of an Event of Default (as defined herein).

All outstanding amounts under the DIP Loan, together with all interest accrued in respect thereof and all other amounts owing under this DIP Term sheet shall be payable in full on the Termination Date.

Interest Rates:

All amounts outstanding under the DIP Loan will bear interest at a rate of the Bank of Canada Interest Rate plus 8.75% per annum, on the daily balance outstanding under the DIP Loan.

Interest shall be due, owing, payable and repaid as the Termination Date without further notice, protest, demand or other act on the part of the DIP Lender.

Commitment Fee

The DIP Borrower shall pay to the DIP Lender a commitment fee of 3% of the authorized DIP loan (the "Commitment Fee"). The Commitment Fee is non-refundable and is fully earned and will be added to the principal of the DIP Loan.

Repayment:

Unless otherwise repaid as contemplated herein, the DIP Loan shall be due, owing, payable and repaid as of the Termination Date without further notice, protest, demand or other act on the part of the DIP Lender.

Mandatory Prepayments:

The DIP Loan shall be repaid in full from the net proceeds of any Transaction involving the DIP Borrower, except for

operational assets disposals as proposed in the Approved Cash Flows.

Representations and Warranties:

The DIP Borrower represent and warrant to the DIP Lender as of the date hereof, and as of the date of each advance under the DIP Loan, that:

(a) the DIP Borrower is duly organized, validly existing and in good standing under the laws of Newfoundland and Labrador, has all requisite power to carry on business as now and formerly conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably

be expected to constitute a material adverse effect, is qualified to do business in, and are in good standing in, every jurisdiction where such qualification in required;

(b) the execution, delivery and performance, as applicable, of the DIP Term Sheet has been duly authorized by all actions, if any, required on the part and by the DIP Borrower's directors, and constitutes a legal, valid and binding obligation of the DIP Borrower enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium and other similar laws of general application that limit the enforcement of creditors' rights generally and to general equitable principles;

(c) the Approved Cash Flows represent the DIP Borrower's best estimate as at each applicable date of the likely results of the operations of the DIP Borrower during the period applicable thereto and, to the knowledge of the DIP Borrower, such results are achievable as provided therein; and

(d) all employee wages and other amounts owing to employees are up-to-date and there are no amounts owing in respect of wages, termination pay, severance pay, vacation pay, pension benefit contributions or other benefits except those accruing in the normal course and in accordance with the established practices and arrangements of the DIP Borrower.

Covenants:

The DIP Borrower covenants and agrees that:

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(a) the DIP Borrower shall pay all amounts and satisfy all obligations in respect of the DIP Loan, including the Commitment Fee;

(b) the DIP Borrower shall not make or permit to be made any payment on account of obligations owing as at the Filing Date without the prior consent of the Monitor and the DIP Lender or pursuant to an order of the Court;

(c) the DIP Borrower shall not undertake any actions with respect to their respective assets, business operations and/or capital structure which would, in the sole determination of the DIP Lender, have a material adverse effect on the DIP Borrower or the Collateral (as defined below);

(d) the DIP Borrower shall not incur any indebtedness, including the giving of guarantees, other than indebtedness specifically contemplated herein or permitted in writing by the DIP Lender;

(e) the DIP Borrower shall not incur, create, assume or suffer to exist any lien, charge, security interest or other encumbrance on any of the Collateral now owned or hereafter acquired other than: (i) those encumbrances existing as of the Filing Date, (ii) those encumbrances permitted by the DIP Lender in its sole discretion, (iii) the DIP Charge, and (iv) the Administration to be granted by the Court;

(f) the DIP Borrower shall not enter into any other credit facility or loan arrangements without the prior written consent of the IP Lender;

(g) the DIP Borrower shall not enter into any Transaction without the prior written consent of the DIP Lender;

(h) the DIP Borrower shall provide the DIP Lender and its counsel with updates concerning the CCAA Proceedings as required by the DIP Lender, and will seek the consent and approval of the DIP Lender with respect to any steps taken towards the completion of a Transaction, or any other sale, reorganization, investment, or liquidation of the business or its assets, and further, shall consult with the DIP Lender on all major decisions with respect to the CCAA Proceedings including but not limited to (a) the sale, transfer or assignment of any asset or assets with a value of $250,000 or greater (either in any single transaction or in the aggregate); (b) the preparation for and execution

of any sales, investment or solicitation process (a "SISP") or any similar process being undertaken by the DIP Borrower; (c) the continued engagement, re-engagement, or termination of any employees of the DIP Borrower; and (d) all other matters material to the CCAA Proceedings, other than sales projected in the Approved Cash Flows;

(i) without the prior written consent of the DIP Lender, the DIP Borrower shall not: (i) declare or pay any dividends on, or make any other payments or distributions (whether by reduction of capital or otherwise) with respect to any of their respective issued and outstanding shares or other equity interests, or (ii) grant any loans;

(j) the DIP Borrower shall not sell any of their assets outside of the ordinary course of business without the prior written consent of the DIP Lender; other than sales as approved in Approved Cash Flows.

(k) the DIP Borrower shall ensure that their senior management team and advisors are available to meet and respond to inquiries and information requests from the Monitor and the DIP Lender and their advisors as may be reasonably required, and in any event no less frequently than once per week, and to provide them with updates as may be required by the DIP Lender or the Monitor;

(l) the officers and directors of the DIP Borrower remains the same as of the date on which the CCAA Proceedings commenced;

(m) the DIP Borrower shall pay the DIP Expenses, in connection with the DIP Loan (as set out herein or otherwise) promptly when such fees are due;

(n) the DIP Borrower shall update the Approved Cash Flows and provide a copy thereof to the DIP Lender and the Monitor for the DIP Lender's approval, it being understood that such updated Approved Cash Flows, if approved, become the Approved Cash Flows for purposes hereof;

(o) the DIP Borrower shall provide such other information that the DIP Lender may reasonably request in relation to the CCAA Proceedings, the Collateral, or the DIP Loan generally.

Security:	As continuing security (the "DIP Security") for the prompt payment of all amounts payable by the DIP Borrower to the DIP Lender under the DIP Term Sheet and as continuing security for the due and punctual performance by the DIP Borrower of their existing and future obligations pursuant to the DIP Term Sheet, the DIP Borrower hereby grant, convey, assign, transfer, mortgage and charge as and by way of a fixed and specific security interest, mortgage and charge, to and in favour of the DIP Lender, all of their property, assets, rights and undertakings, real and personal, moveable or immovable, tangible and intangible, legal or equitable, of whatsoever nature and kind, wherever located, both present and future, and now or hereinafter owned or acquired (collectively, the "Collateral"). The DIP Security shall be elevated by way of a Court-ordered super-priority charge (the "DIP Charge") which the DIP Charge shall rank in priority on the Collateral in priority to any security interests, claims, or deemed trusts (statutory or otherwise) but subordinated to the Administration Charge, without any other formality or requirement, such as without limitation under the *Personal Property Security Act*) or registrations in land registration office(s).
Events of Default:	Each of the following shall constitute an "Event of Default": (a) the DIP Borrower default in the payment of any amount due and payable to the DIP Lender (whether of principal, interest or otherwise) pursuant to this DIP Term Sheet; (b) any representations and warranties made by the DIP Borrower in the DIP Term Sheet proves to be incorrect as of the date given, understanding that some of the amounts are projected and actual cash flows can vary; (c) there is a change to the officers or directors of the DIP Borrower that the DIP Lender, in its sole discretion, considers to be a loss of the requisite personnel to allow the DIP Borrower to restructure; (d) the DIP Borrower fail or neglect to observe or perform any term, covenant, condition or obligation contained or referred to in the DIP Term Sheet or any other document between the DIP Borrower and the DIP Lender; (e) the stay of proceedings expires without being extended or the CCAA Proceedings being dismissed or

terminated or the DIP Borrower becoming subject to a further insolvency proceeding;

(f) the entry of an order staying, amending, reversing, vacating or otherwise modifying or having a material adverse effect with respect to the DIP Loan or the DIP Charge, in each case without the prior written consent of the DIP Lender;

(g) the DIP Borrower undertake any actions with respect to their assets, business operations and/or capital structure which would, in the sole determination of the DIP Lender, have a material adverse effect on the DIP Borrower or the Collateral;

(h) if the DIP Borrower make any payments of any kind not permitted by this DIP Term Sheet, or contemplated by the Approved Cash Flows;

(i) the occurrence of any other event or circumstance that has, or could reasonably be expected to have, a material adverse effect on either of the DIP Borrower or on the Collateral, including a material adverse change from the Approved Cash Flow budget as determined by the DIP Lender in its sole discretion; and

(j) if there is a change in the ownership, control, existing senior operating management arrangements or governance of the DIP Borrower that is not acceptable to the DIP Lender.

Upon the occurrence of an Event of Default, without any notice, protest, demand or other act on the part of the DIP Lender, all indebtedness of the DIP Borrower to the DIP Lender shall become immediately due and payable and the DIP Lender shall be able to take all steps necessary to enforce its security. The DIP Lender shall also have the right to exercise all other customary remedies, including, without limitation, the right to enforce and realize on any or all of the Collateral, in each case, upon providing two (2) days' prior written notice to the DIP Borrower and the Monitor, without the necessity of obtaining further relief or an order from the Court.

Conditions Precedent, to first advance:

The conditions precedent to any advance being made under this DIP Term Sheet are:

(a) the representations and warranties made by the DIP Borrower in this DIP Loan Term Sheet being true and correct as of the date given;

(b) the issuance of a Court order approving the DIP Loan and the DIP Term Sheet, creating the DIP Charge, and authorizing the payment by the DIP Loan of all of the fees and expenses in respect of the DIP Loan (the "DIP Order"); and

(c) the registration of the DIP Order or agreements or documents as the DIP Lender may require together with an opinion from the DIP Borrower counsel as to the due execution and delivery of this DIP Term Sheet and all related documents contemplated herein.

Illegality: In the event that it becomes illegal for the DIP Lender to lend or continue to lend, the DIP Lender will be repaid and/or the DIP Lender's commitment will be cancelled.

Taxation: All payments of principal, interest and fees will be made free and clear of all present and future taxes, levies, duties or other deductions of any nature whatsoever, levied either now or at any future time.

Fees and Expenses: The DIP Borrower shall pay all of the DIP Lender's out-of-pocket expenses (including the fees and expenses of its counsel and advisors), whether or not any of the transactions contemplated hereby are consummated and whether incurred prior to or after the date of the DIP Order, as well as all expenses of the DIP Lender in connection with the ongoing Monitoring, interpretation, administration, protection and enforcement of the DIP Loan, and the enforcement of any and all of its remedies against the DIP Borrower at law (collectively, the "DIP Expenses").

Governing Law, Jurisdiction: Laws of the Province of Nova Scotia and the federal laws of Canada applicable in the Province of Nova Scotia. The DIP Borrower agree to submit to the non-exclusive jurisdiction of the courts of the Province of Nova Scotia.

IN WITNESS HEREOF, the parties hereby execute this DIP Term Sheet as of the date first written above.

LIBRA FINANCE COMPANY INC.

by

X

Paul Jenkins
President

OCEAN VIEW FARMS LIMITED

by

Mr. Richard Walsh

Mona Walsh.
COURT OFFICER