



Court File No.B-200208
Estate No. 11-2638450
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF TBA
BEVERAGE INC.

NOTICE OF APPLICATION

Name of applicant: TBA Beverage Inc.

To: Service List, attached as **Schedule "A"**

TAKE NOTICE that an application will be made by telephone by the applicant, TBA Beverage Inc. ("**TBA**"), to the presiding Judge at the Courthouse at 800 Smithe Street, Vancouver, British Columbia on August 7, 2020 at 9:45 a.m. for the Orders set out in Part 1 below.

Part 1: ORDERS SOUGHT

1. An Order, substantially in the form attached hereto as **Schedule "B"** (the "**Approval and Vesting Order**"):
 - a. abridging the time for service of this Notice of Application, such that the application is properly returnable on August 7, 2020;
 - b. approving the Offer to Purchase and Asset Purchase Agreement dated July 14, 2020 between TBA, as vendor, and Mod Beverage Inc. (formerly known as 1241393 BC Ltd.) ("**Mod**"), as purchaser, a copy of which is attached as Appendix "**D**" to the Proposal Trustee's Third Report to court (the Sale Contract");
 - c. vesting title to the property as described in the Sale Contract to Mod; and
 - d. extending the time to file a proposal and the stay of proceedings to September 25, 2020.
2. such further and other relief as this Honourable Court may deem just.

Part 2: FACTUAL BASIS**TBA's operations**

3. TBA is a portfolio beverage company which produces a range of alcoholic products, including beers, wines, and spirits. It operates out of a production facility located at 1575 Vernon Drive, Vancouver, British Columbia.
4. TBA is federally and provincially licensed to produce and store alcoholic beverages and makes:
 - a. its own brands of beer; and
 - b. alcoholic beverages on a contract basis for third parties.
5. TBA faced challenges in its business resulting from the rapid expansion of its operations which grew quickly in a manner out of step with its cash flow requirements. Prior to filing, TBA underwent a management change which refocused its business primarily on its own branded products which has assisted in streamlining its operations.
6. TBA's cashflow difficulties have been caused by:
 - a. customer contracts that were aggressively quoted by management and resulted in low profit margins;
 - b. contract customers paying invoices after 90 days past due;
 - c. lost productivity due to equipment and production line issues;
 - d. loss of draft beer sales to restaurant and bar customers due to COVID-19;
 - e. delays in receiving payments from the BC Liquor Distribution Board ("BCLDB"); and
 - f. net losses carried over from prior fiscal years.
7. TBA applied for and is receiving the federal wage subsidy.

Creditors

8. As at April 14, 2020 TBA had creditors with claims of in excess of \$9 million.
9. Since 2016 TBA's day-to-day operations have primarily been funded by the following loan facilities:
 - a. loan agreement dated October 11, 2016 which was amended on November 5, 2019 and further amended on March 16, 2020 (the "Loan Agreement"); and

- b. line of credit agreement dated December 11, 2019 (the “Line of Credit Agreement”).

(together referred to as the “Facilities”).

10. The Facilities are secured by way of a general security agreement entered into on October 11, 2016 (the “GSA”) pursuant to which TBA granted a security interest over all of its present and after acquired property to secure its obligations under the Loan Agreement and the Line of Credit Agreement.
11. As a result of various assignments, Mod is the secured lender under the Facilities and the GSA. As at the date of filing Mod was owed approximately \$6M.
12. Mod is related to certain shareholders and management of TBA.
13. On April 13, 2020, Mod delivered to TBA:
 - a. Notice of Default and Demand for Payment under the Loan Agreement, the Line of Credit Agreement and the GSA; and
 - b. Notice of Intention to Enforce Security, pursuant to s. 244 of the BIA
14. On the same day, TBA and Mod entered into a forbearance agreement the terms of which included that TBA would make reasonable best efforts to position itself for the sale of its assets and/or business during the forbearance period.

NOI filing and post-filing activities

15. On TBA’s post-filing activities are summarized in the first, second, and third reports from the Proposal Trustee.
16. On May 13, 2020, Justice Fitzpatrick granted orders:
 - a. extending the deadline by which TBA was required to file a proposal, and the stay of proceedings, to June 28, 2020;
 - b. approving a process for the sale of TBA’s business as a going concern to be conducted by the Proposal Trustee (the “Sales Process”); and
 - c. granting a priority charge in favour of the administrative professionals (the “Administrative Charge”).
17. On June 24 Master Cameron granted orders:
 - a. extending the deadline by which TBA was required to file a proposal, and the stay of proceedings, to August 12, 2020;

- b. authorizing TBA to enter into an amendment to the Line of Credit Agreement, in order to finance its working capital requirements and other general corporate purposes, increasing the credit limit from \$1,200,000-\$1,700,000;
- c. granting Mod a charge, over the assets of TBA, in the amount of \$500,000 securing the increase to the Line of Credit Agreement (the “Line of Credit Limit Charge”); and
- d. providing that the Line of Credit Limit Charge would have priority over all other security interests other than:
 - (i) the Administrative Charge; and
 - (ii) certain specifically identified purchase money security interests.

Sales Process

- 18. On May 13, 2020, the court approved the Sales Process for the sale of TBA’s business as a going concern to be conducted by the Proposal Trustee. In accordance with the terms of the Sales Process the Proposal Trustee:
 - a. commenced the Sales Process on May 13, 2020;
 - b. sent an investment teaser letter to 61 prospective purchasers which were identified by the Proposal Trustee with assistance from TBA;
 - c. created a confidential information memorandum to be provided to prospective purchasers;
 - d. created a non-disclosure agreement for interested parties;
 - e. compiled a list of prospective purchasers;
 - f. advertised the investment or purchase opportunity in the National Post;
 - g. compiled financial information and documents that were uploaded to a virtual data room for prospective purchasers;
 - h. spoke and corresponded with 71 prospective purchasers;
 - i. finalized a draft asset purchase agreement with assistance from counsel for TBA; and
 - j. received 19 executed non-disclosure agreements from prospective purchasers and provided them with access to the data room.
- 19. Three parties toured TBA’s facility and met with TBA’s management.

20. Pursuant to the Sales Process the Proposal Trustee only received one offer, being the Sale Contract from Mod.

Overview of the Sale Contract

21. The terms of the Sale Contract provide, *inter alia*:
- a. a subject-free, credit bid offer for the amount of Mod's secured debt (approximately \$6.4 million as of July 16, 2020), plus amounts owing to the closing date under the Administrative Charge;
 - b. no cash will be paid for the secured debt. Cash will be paid for the amounts owing under the Administrative Charge;
 - c. Mod will assume, *inter alia*, all employment agreements between TBA and its employees; and
 - d. an assignment of various contracts including the lease for premises in which TBA is presently operating. However, Mod is endeavouring finalize the terms of an assignment directly with the landlord.
22. As outlined above Mod is the senior (and only) secured creditor and a related party.
23. The Proposal Trustee supports approval of the Sale Contract because:
- a. the purchase price in the Sale Contract (the "Purchase Price") is greater than the appraised values of the assets;
 - b. will result in continued employment for approximately 40 employees;
 - c. is based on a going concern of the business; and
 - d. will result in a greater recovery than a bankruptcy.

Third Report of the Proposal Trustee

Completion of the Sale Contract

24. The terms of the Sale Contract provide for closing to occur at the earlier of:
- a. September 30, 2020;
 - b. 5 days after the completion of the audit by the BCLDB; or
 - c. the date that Mod confirms in writing to TBA that it is satisfied with the status of the audit.
- (the "Closing Date").

25. On the Closing Date, *inter alia*:
 - a. the Proposal Trustee will confirm receipt of the Purchase Price;
 - b. TBA and Mod will confirm that all conditions precedent to the closing of the Sale Contract have been met; and
 - c. if both of those closing events occur, the Proposal Trustee will file the Proposal Trustee's Certificate (as defined and appended to the Approval and Vesting Order) and deliver a copy to TBA and Mod.
26. Upon the Proposal Trustee filing the Proposal Trustee's Certificate with this court, all right, title and interest in the Property (as defined under the Sale Contract) will vest in Mod.
27. The Administrative Charge will continue to attach to the funds comprising the Purchase Price in the possession of the Proposal Trustee until such time as TBA's obligations are to the beneficiaries of those charges are satisfied in full.
28. The Line of Credit Limit Charge is in favour of Mod and will be extinguished on closing.

An Extension

29. Under the terms of the Sale Contract, Mod is purchasing certain BC Liquor & Cannabis Regulation Branch licenses.
30. TBA is presently subject to an audit by the BCLDB.
31. TBA is in the best position to deal with the audit.
32. Any costs or penalties levied as a result of the audit will continue to attach to the licenses post-closing.
33. TBA remains current with its post-filing obligations and will continue to be current by utilizing funds provided through Mod.
34. In order to provide sufficient time for the Sale Contract to complete, TBA requires an extension of the time to file a proposal and a stay of proceeding.
35. The Purchase Price in the Sale Contract will be sufficient to pay out the secured creditor and the Administrative Charge. However, there will be no additional funds available to allow TBA to make a proposal to its other creditors.
36. The Proposal Trustee supports the extension of time to allow TBA to deal with the BCLDB audit and allow the Sale Contract to complete. In particular:
 - a. all employees would be retained and employed by Mod;
 - b. the landlord would benefit from having a continued long-term tenant; and

- c. ongoing business opportunities would remain available for customers and suppliers.

Third Report of the Proposal Trustee

Part 3:LEGAL BASIS

37. TBA relies on:

- a. Part III, Division I and ss. 65.13(1), 65.13(4), 65.13(5), and 183 of the BIA; and
- b. the BIA Rules.

Approval of sale

38. An insolvent person in respect of whom a notice of intention is filed under section 50.4 or a proposal is filed under subsection 62(1) may not sell or otherwise dispose of assets outside the ordinary course of business unless authorized to do so by a court. Despite any requirement for shareholder approval, including one under federal or provincial law, the court may authorize the sale or disposition even if shareholder approval was not obtained.

BIA s. 65.13(1)

39. The presentation of a proposal to the creditors or the insolvent person's ability to present a proposal is not a condition to the exercise of the Court's jurisdiction under s. 65.13.

Komtech Inc. (Re), 2011 ONSC 3230 at para. 25

40. In deciding whether to grant the authorization, the court is to consider, amongst other things:

- a. whether the process leading to the proposed sale or disposition was reasonable in the circumstances;
- b. whether the trustee approved the process leading to the proposed sale or disposition;
- c. whether the trustee filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;
- d. the extent to which creditors were consulted;
- e. the effects of the proposed sale or disposition on the creditors and other interested parties; and
- f. whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.

BIA s. 65.13(4)

41. If the proposed sale or disposition is to a person who is related to the insolvent person, the court may, after considering the factors referred to in 65.13(4), grant the authorization only if it is satisfied that:
- a. good faith efforts were made to sell or otherwise dispose of the assets to persons who are not related to the insolvent person; and
 - b. the consideration to be received is superior to the consideration that would be received under any other offer made in accordance with the process leading to the proposed sale or disposition.

BIA s. 65.13(5)

42. On May 13, 2020, Madam Justice Fitzpatrick granted an order approving the Sales Process. TBA submits that the Sales Process was reasonable in the circumstances in that it was approved by the Proposal Trustee and the court.
43. The Proposal Trustee is of the view that the marketability and value of TBA's assets are significantly higher if TBA's business is sold as a going concern and not in a liquidation.

First Report of the Proposal Trustee at para. 20

44. The creditors of TBA were consulted to the extent that Mod was supportive of the Sales Process.

First Report of the Proposal Trustee at para. 19

45. The sale of TBA as a going concern will result in a benefit to employees, suppliers, and stakeholders generally.
46. The consideration to be received from the proposed sale will not benefit the unsecured creditors. However, based on the Proposal Trustee's opinion that the marketability and value of TBA's assets are higher if TBA is sold as a going concern than in a liquidation or bankruptcy, there is realistically no scenario where the unsecured creditors would be paid. As such, the unsecured creditors are not prejudiced by the proposed sale, and the consideration to be received is reasonable and fair in the circumstances.

47. With respect to the additional factors to be considered under s. 65.13(5):

- a. court approval of the Sales Process to be conducted by the Proposal Trustee was sought in part to safeguard the integrity of the Sales Process.

First Report of the Proposal Trustee at para. 17

- b. good faith efforts have been made to sell TBA's assets to persons unrelated to TBA. In particular, the Proposal Trustee, as part of the Sales Process, *inter alia*,

identified 61 prospective purchasers, advertised in the National Post, and communicated with 71 prospective purchasers, 19 of which executed non-disclosure agreements and gained access to a data room containing financial information and documents;

Third Report of the Proposal Trustee

- c. the consideration under the Sale Contract is superior to:
- (i) any other offer (there was none); and
 - (ii) the appraisal of TBA's physical assets, which provided a gross forced liquidation value of \$1,285,775 and a gross fair market value of \$4,820,025.

Third Report of the Proposal Trustee

Extension of Time for Filing Proposal

48. An insolvent person may, before the expiry of the 30-day period after the day the NOI was filed, apply to the court for an extension of that period, and the court, on notice to any interested persons that the court may direct, may grant an extension not exceeding 45 days for any individual extension, if satisfied that:
- a. the insolvent person has acted, and is acting, in good faith and with due diligence;
 - b. the insolvent person would likely be able to make a viable proposal if the extension being applied for were granted; and
 - c. no creditor would be materially prejudiced if the extension being applied for were granted.

BIA s. 50.4(9)

49. TBA bears the onus, on the balance of probabilities, of demonstrating that it satisfies each of those elements before an extension is justified.

Re H & H Fisheries Limited, 2005 NSSC 346 at paras. 12 - 13

50. In determining whether the elements have been satisfied, an objective standard must be applied. "In other words, what would a reasonable person or creditor do in the circumstances".

Cantrail Coach Lines Ltd., 2005 BCSC 351 at para. 11

51. If the Sale Contract is approved, TBA acknowledges it will not file a proposal.
52. However, the requirement under s. 50.4(9)(b) is whether the company "would likely be able to" (not "will") make a viable proposal. TBA submits that that s. 50.4(9)(b) should

be interpreted broadly. If the extension is granted, TBA submits that it could technically make a viable liquidating proposal. A liquidating proposal under the BIA occurred, for example, in *Little Tree Farm Ltd., Re*, 1997 CanLII 12402 (ON SC). On this basis, TBA submits that it meets the requirement that it “would likely be able to” make a viable proposal.

53. However, given the cost, appraised value of TBA’s assets, and the terms of the Sale Contract, filing a liquidating proposal would be unnecessary and detrimental. A liquidating proposal (or being deemed bankrupt before the Sale Contract closes) would lead to a lower recovery, further costs, and more disruption. TBA submits that approval of the Sale Contract is the better and preferable outcome, and an extension of time is necessary to deal with the BCLDB audit and close the Sale Contract.
54. Further, the proposal proceedings still have value to the class of creditors who would otherwise benefit from one being filed. Specifically, the employees and landlord of TBA.
55. TBA has acted, and continues to act, in good faith and with due diligence and seeks the completion of the Sale Contract.
56. In the event that an extension is not granted, the Sale Contract will not complete and TBA will be assigned into bankruptcy. This will result in a loss of jobs for its employees, and likely losses to suppliers, the landlord, and other creditors who will benefit from the continuation of TBA’s business as a going concern, albeit operated by Mod. Such a result would not serve the interests of TBA, its stakeholders or the public interest in facilitating the survival of companies supplying goods, preserving jobs and avoiding the social and economic costs of liquidating assets.

Century Services Inc. v. Canada (Attorney General), 2010 SCC 60 at paras. 12-25

57. TBA is not aware of any creditor which would be materially prejudiced if the extension being applied for is granted.
58. There is a difference between ‘prejudice’ and ‘material prejudice’ and there must be evidence that a creditor will be substantially or considerably prejudiced if the extension being applied for is granted.

Cantrail Coach Lines Ltd., 2005 BCSC 351 at paras 21 & 22

59. TBA submits that, the extension sought is appropriate and necessary.

Part 4: MATERIAL TO BE RELIED ON

60. First Report of the Proposal Trustee dated May 8, 2020.
61. Second Report of the Proposal Trustee dated June 22, 2020;
62. Third Report of the Proposal Trustee; and

63. Such further and other material as counsel may advise and this Honourable Court permits.

The Applicant estimates that the application will take 1 hour.

[] This matter is within the jurisdiction of a master.

[X] This matter is not within the jurisdiction of a master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application:

- (a) file an application response in Form 33;
- (b) file the original of every affidavit, and of every other document, that:
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Date: July 29, 2020



Signature of Jeremy D. West
Counsel for TBA Beverage Inc.

Watson Goepel LLP
1200 - 1075 West Georgia Street
Vancouver, BC, V6E 3C9
Tel: 604-642-5684
jwest@watsongoepel.com

Attention: Jeremy D. West

To be completed by the court only:

Order made
 in the terms requested in paragraphs _____. of Part 1 of this notice of application

with the following variations and additional terms:

Date: _____

Signature of Judge Master

APPENDIX**THIS APPLICATION INVOLVES THE FOLLOWING:**

- discovery: comply with demand for documents
- discovery: production of additional documents
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts

Schedule "A"

Court File No.B-200208
Estate No. 11-2638450
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF TBA
BEVERAGE INC.

SERVICE LIST

Updated: May 8, 2020

<p>The Bowra Group Inc. PO Box 72, Bentall One #430 - 505 Burrard St Vancouver, BC V7X 1M3</p> <p>Attention: Mario Mainella & Chris Bowra</p> <p>Emails: mmainella@bowragroup.com & cbowra@bowragroup.com</p> <p><i>Proposal Trustee</i></p>	<p>Watson Goepel LLP 1200 - 1075 West Georgia Street Vancouver, BC V6E 3C9</p> <p>Attention: Jeremy West Assistant: Chelsey Cochrane</p> <p>Emails: jwest@watsongoepel.com & ccochrane@watsongoepel.com</p> <p><i>Counsel for TBA Beverage Inc.</i></p>
<p>1241393 B.C. Ltd. 201-803 East Hastings Street Vancouver, BC V5A 1R8</p> <p>Attention:</p> <p>Email:</p> <p><i>Secured Creditor</i></p>	<p>Office of the Superintendent of Bankruptcy 300 Georgia Street W, Suite 2000 Vancouver, BC V6B 6E1</p> <p>Attention:</p> <p>Email:</p> <p><i>Superintendent of Bankruptcy</i></p>

Schedule "B"

Court File No.B-200208
Estate No. 11-2638450
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF TBA
BEVERAGE INC.

ORDER MADE AFTER APPLICATION

BEFORE) THE 7TH DAY OF AUGUST, 2020
)
)

ON THE APPLICATION of TBA Beverage Inc. ("**TBA**"), coming on for hearing by telephone at the Courthouse at 800 Smithe Street, Vancouver, British Columbia on the 7th day of August, 2020 and on hearing Jeremy West, counsel for TBA and those other counsel listed on **Schedule "A"** hereto, AND UPON READING the materials filed herein; AND PURSUANT TO the *Bankruptcy and Insolvency Act*, R.S.C. 1983 c. 8-3 (the "**BIA**");

THIS COURT ORDERS that:

1. The time for service of the Notice of Application dated _____, 2020 is hereby abridged such that it is properly returnable today and service thereof on any interested party is hereby dispensed with.
2. Except as specifically provided herein the definitions utilized in the Order Made after Application on May 13, 2020 (the "May 13, 2020 Order") and the Order Made after Application on June 24, 2020 shall have the same meanings for the purposes of this Order.

Approval of the Sale Contract

3. The sale transaction (the "Transaction") contemplated by the Offer to Purchase and Asset Purchase Agreement dated July 14, 2020 (the "Sale Contract") between Mod Beverage Inc. ("Mod") and TBA, a copy of which is attached as Appendix "D" to the Proposal Trustee's Third Report to court dated _____, is hereby approved, and the Sale Contract is commercially reasonable. The execution of the Sale Contract by TBA is hereby authorized and approved, and TBA and the Proposal Trustee are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the

Transaction and for the conveyance to Mod of the assets described in the Sale Contract (the "Assets").

4. Notice under section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 is not required in respect of the Transaction.
5. Upon delivery by the Proposal Trustee to Mod of a certificate certifying all conditions have been satisfied or waived and the Transaction has completed (the "Proposal Trustee's Certificate"), all of TBA's right, title and interest in and to the Assets described in the Sale Contract shall vest absolutely in Mod in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing, all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia (all of which are collectively referred to as the "Encumbrances"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Assets are hereby expunged and discharged as against the Assets.
6. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Assets shall stand in the place and stead of the Assets, and from and after the delivery of the Proposal Trustee's Certificate all Claims shall attach to the net proceeds from the sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale, as if the Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
7. The Proposal Trustee is to file with the Court a copy of the Proposal Trustee's Certificate forthwith after delivery thereof.
8. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Proposal Trustee is hereby authorized and permitted to disclose and transfer to Mod all human resources and payroll information in TBA's records pertaining to TBA's past and current employees, including personal information of all employees whose employment contracts are being assigned in accordance with Schedule B to the Sale Contract. Mod shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by TBA.
9. Subject to the terms of the Sale Contract, vacant possession of the Assets, including any real property, shall be delivered by TBA to Mod at 12:00 noon on the Closing Date (as defined in the Sale Contract).

10. TBA, with the consent of the Proposal Trustee Mod, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.

11. Notwithstanding:

- a. these proceedings;
- b. any applications for a bankruptcy order in respect of TBA now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
- c. any assignment in bankruptcy made by or in respect of TBA,

the vesting of the Assets in Mod pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of TBA and shall not be void or voidable by creditors of TBA, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

12. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Proposal Trustee and its 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 Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

13. TBA, the Proposal Trustee, or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

Extension of time to file a Proposal and Stay

14. The time for the filing of a Proposal by TBA be extended from August 12, 2020 to 11:59 p.m., September 25, 2020.

15. The stay of proceedings be extended from August 12, 2020 to 11:59 p.m., September 25, 2020.

16. Endorsement of this Order by counsel appearing on this application, other than counsel for TBA, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Jeremy D West
Solicitor for TBA Beverage Inc.

By the Court.

Registrar

Schedule "A"- List of Counsel Appearing

Jeremy D. West	Counsel for TBA Beverage Inc.