

No. S1810743  
VANCOUVER Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED  
AND  
IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,  
S.B.C. 2002, c. 57, AS AMENDED  
AND  
IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*,  
R.S.C. 1985, c. C-44, AS AMENDED  
AND  
IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF  
PUREWAL BLUEBERRY FARMS LTD., 0726357 B.C. LTD., 0726365 B.C. LTD.  
and 0726368 B.C. LTD.

PETITIONERS

**ORDER MADE AFTER APPLICATION**

**(APPROVAL AND VESTING ORDER)**

BEFORE THE HONOURABLE )  
JUSTICE G.C. WEATHERILL ) December 12, 2018  
)

ON THE APPLICATION of the Petitioner, Purewal Blueberry Farms Ltd. ("**Purewal**"), coming on for hearing at Vancouver, British Columbia, on the 12th day of December, 2018; AND ON HEARING Katie G. Mak, counsel for the Petitioners, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the Second Report of FTI Consulting Canada Inc., in its capacity as court-appointed monitor of the Petitioners (the "**Monitor**") dated December 10, 2018 (the "**Report**"), and pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. c. C-36 (the "**CCAA**"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES that:

1. The capitalized terms used herein but not otherwise shall have the meanings ascribed to them in the Sale Agreement (as defined below).
2. The sale transaction (the "**Transaction**") contemplated by the Offer to Purchase and Agreement of Purchase and Sale dated November 21, 2018 (the "**Sale Agreement**") between Purewal as represented by the Monitor (the "**Vendor**") and 1176094 B.C. Ltd. (the "**Purchaser**"), a copy of which is attached as Appendix "B" to the Report is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Monitor for and on behalf of the Vendor is hereby authorized and approved, and the Vendor and the Monitor 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 the Purchaser of the assets described in the Sale Agreement (the "**Purchased Assets**").
3. Upon delivery by the Monitor to the Purchaser of a certificate substantially in the form attached as **Schedule "B"** hereto (the "**Monitor's Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser 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: (i) any encumbrances or charges created by the Order of the Court in this proceeding, including the Administrative Charge (as defined in the Initial Order made October 11, 2018); and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "C"** hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased 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.
5. Upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, together with a letter from

Clark Wilson LLP ("**Clark Wilson**"), solicitors for the Vendors, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:

- (a) enter the Purchaser as the owner of the Lands, as identified in **Schedule "D"** hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and
- (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in **Schedule "C"**.

6. The Monitor is to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof.

7. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Vendor to the Purchaser on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on **Schedule "C"**.

8. The Monitor, on behalf of the Vendor and with the consent of the Purchaser, is hereby authorized to make amendments or modifications of the Sale Agreement that would not be materially prejudicial to the interests of any of the Vendor's stakeholders, without further or other approval of this Court, including extending the Closing Date to such later date as the Monitor and the Purchaser may mutually agree provided that the Closing Date occurs within 45 days of the date of this Order.

9. Notwithstanding:

- (a) these proceedings;
- (b) any applications for a bankruptcy order in respect of the Vendor 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 the Vendor,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, 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.

10. The Purchaser shall pay the balance of the Purchase Price (as defined in the Sale Agreement), as adjusted pursuant to the terms of the Sale Agreement, to the Vendor's solicitors, Clark Wilson, who shall distribute the balance as follows:

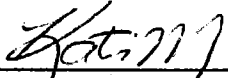
- (a) firstly, in payment of any arrears of taxes, water, sewer, or other utility rates, or any interest or penalties thereon in respect of Purchased Assets;
- (b) secondly, to Blueberry Holdings (GP) Ltd. ("**Blueberry Holdings**") in payment for the amount outstanding to it under the Interim Lender's Charge (as defined in the Initial Order);
- (c) thirdly, to 0801226 B.C. Ltd., the amount of \$275,000 in payment of the termination fee pursuant to the Order dated October 11, 2018;
- (d) fourthly, to Her Majesty the Queen in Right of Canada, the amount of \$2,403.07 on account of the liability of the Petitioner, Purewal Blueberry Farms Ltd., for unremitted employee payroll source deductions;
- (e) fifthly, to Blueberry Holdings in payment of the amount owed to it under Mortgage CA3019222; and
- (f) the balance, if any, to be held by Clark Wilson in trust pending further Order of the Court or agreement by affected parties.

11. 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 Vendor, Monitor and their 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Vendor, the Monitor and their agents in carrying out the terms of this Order.

12. The Vendor, the Monitor 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.

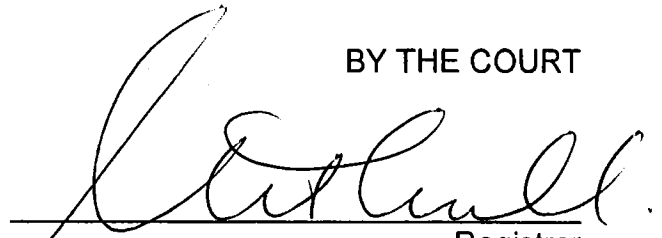
13. The approval of counsel as to form, except for counsel to the Vendor, is dispensed with.

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 Lawyer for the Petitioners  
Lawyer: Katie G. Mak

BY THE COURT



\_\_\_\_\_  
Registrar



**Schedule A – Counsel**

Mary Buttery	Monitor
Christine Matthews	Her Majesty the Queen in Right of Canada & Minister of National Revenue

**Schedule B**

**Monitor's Certificate**

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PETITIONERS

**MONITOR'S CERTIFICATE**

1. Pursuant to an Order of the Honourable Mr. Justice G.C. Weatherill of the British Columbia Supreme Court (the "**Court**") dated October 11, 2018 FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of the Petitioners.

2. Pursuant to an Order of the Court dated ♦, 2018 (the "**Vesting Order**"), the Court ordered that all of the right, title and interest of the Petitioner, Purewal Blueberry Farms Ltd., in and to the Subject Assets vest in the Purchaser effective upon the delivery by the Monitor of this certificate to the Purchaser confirming: that the transactions contemplated by the Purchase Agreement have been implemented.

3. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed thereto in the Vesting Order.

**THE MONITOR HEREBY CERTIFIES as follows:**

The transactions contemplated by the Purchase Agreement have been implemented.

**DATED at the City of Vancouver, in the Province of British Columbia, this ●, day of ●, 20◆.**

**FTI Consulting Canada Inc. in its capacity  
as Court-appointed Monitor of the  
Petitioners and not in its personal capacity**

**By:**

**Name:** \_\_\_\_\_

**Title:**



**Schedule C**

**Permitted Encumbrances**

1. Subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original or any other Crown grant or disposition or implied by statute in respect of or affecting the Property; and
2. Covenants BH218550 and BJ135402 registered against title to the Lands in favour of the Corporation of the District of Pitt Meadows.

**SCHEDULE D**

**LEGAL DESCRIPTION OF LANDS**

PID: 011-105-526

Lot "A" Section 34 Township 9 New Westminster District Plan 7231