



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.  
0726368 B.C. LTD., and PUREWAL FARMS PARTNERSHIP

PETITIONERS

**ORDER MADE AFTER APPLICATION**

**APPROVAL AND VESTING ORDER**

**(PITT MEADOWS PROPERTY)**

BEFORE THE HONOURABLE ) August 12, 2019  
JUSTICE AFFLECK )

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 12th day of August, 2019; AND ON HEARING Katie G. Mak, counsel for the Petitioners and those other counsel listed on **Schedule "A"** hereto; and no one else appearing although duly served; AND UPON READING the material filed, including the Seventh Report of the Monitor dated August 7, 2019 (the "**Report**");

THIS COURT ORDERS AND DECLARES that:

1. The sale transaction (the "**Transaction**") contemplated by the Contract of Purchase and Sale dated June 27, 2019 (the "**Sale Agreement**") between Purewal Blueberry Farms Ltd. and Johal Berry Farms Ltd. (the "**Purchaser**"), a copy of which is attached as **Appendix "D"** to the Report is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by Purewal is hereby authorized and approved, and the Petitioners 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**").

2. The Monitor is 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 Purchased Assets, whether in the Monitor's name or in the name and on behalf of the Petitioners.

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 Petitioners' right, title and interest in and to the Purchased Assets described in the Sale Agreement, including the Lands as identified in **Schedule "E"** hereto, 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 this Court dated October 11, 2018; (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; and (iii) those Claims listed on **Schedule "C"** hereto (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 "D"** 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. 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, solicitors for the Petitioners, 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 "E"** 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 "D"**.

5. 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.

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 Petitioners to the Purchaser at 12:00 p.m. 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 "D"**.

8. The Petitioners, with the consent of the Purchaser, 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.

9. Notwithstanding:

- (a) these proceedings;
- (b) any applications for a bankruptcy order in respect of the Petitioners or any of them 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 Debtor,

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 Petitioners and shall not be void or voidable by creditors of the Petitioners, 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. 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 Petitioners 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 Petitioners, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Petitioners and its agents in carrying out the terms of this Order.

11. The Petitioners, 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.

12. The approval of counsel as to form listed as **Schedule "A"** hereto, except for counsel for the Petitioners, 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 Lawyer for the Petitioners  
Lawyer: Katie G. Mak

BY THE COURT



Registrar



**Schedule A – Counsel Appearing**

Lance Williams	Monitor

**Schedule B – Monitor’s Certificate**

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.  
0726368 B.C. LTD., and PUREWAL FARMS PARTNERSHIP

PETITIONERS

**MONITOR’S CERTIFICATE – PROPERTY SALE**

1. On April 30, 2018, Purewal Blueberry Farms Ltd. filed a notice of intention to make a proposal pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**Proposal Proceedings**”). FTI Consulting Canada Inc. (“FTI”) was appointed as proposal trustee in the Proposal Proceedings.
2. On October 11, 2018, the Supreme Court of British Columbia (the “**Court**”) granted an Order converting the Proposal Proceedings to proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985 c. 36, as amended (the “**CCAA Proceedings**”), and expanded the proceedings to include 0726357 B.C. Ltd., 0726365 B.C. Ltd. and 0726368 B.C. Ltd. as Petitioners. FTI was appointed as Monitor under the CCAA Proceedings.
3. On February 6, 2019 the Court granted an Order adding Purewal Farms Partnership as a Petitioner to the CCAA Proceedings.
4. Pursuant to an Order of the Court dated ♦, 2019 (the “**Pitt Meadows Property Vesting Order**”), the Court ordered that all of the right, title and interest of the Petitioners in and to the Purchased Assets vest in the Purchaser effective upon the delivery by the Monitor of this Monitor’s Certificate to the Purchaser confirming that the Transaction contemplated by the Sale Agreement has been implemented.

5. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed thereto in the Pitt Meadows Property Vesting Order.

**THE MONITOR HEREBY CERTIFIES as follows:**

The Transaction contemplated by the Sale Agreement has been implemented.

**DATED at the City of Vancouver, in the Province of British Columbia, this ♦  
, day of ♦, 2019.**

**FTI Consulting Canada Inc. in its  
capacity as Monitor in the CCAA  
Proceedings and not in its personal  
capacity**

**By:**

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

**Title:**

**Schedule C – Encumbrances to be Discharged**

**PID 004-654-161**

1. **Registration Number CA3019222**, mortgage in favour of Blueberry Holdings (GP) Ltd.
2. **Registration Number CA3019223**, assignment of rents in favour of Blueberry Holdings (GP) Ltd.
3. **Registration Number CA3427562**, mortgage in favour of Harjinder Singh Berar, Karmjit Kaur Berar and Berar Farms Ltd.
4. **Registration Number CA4091946**, judgment in favour of Bunzl Canada Inc.
5. **Registration Number CA5405402**, judgment in favour of B.C. Blueberry Council.
6. **Registration Number CA5412733**, judgment in favour of B.C. Blueberry Council.
7. **Registration Number CA5644097**, judgment in favour of Bunzl Canada Inc.
8. **Registration Number CA5987656**, judgment in favour of Her Majesty the Queen in Right of Canada.
9. **Registration Number CA6279313**, judgment in favour of Nu-Gro Ltd.
10. **Registration Number CA6307689**, judgment in favour of 4Refuel GP Corporation.
11. **Registration Number CA6326407**, certificate of pending litigation in favour of Blueberry Holdings (GP) Ltd.
12. **Registration Number CA6412293**, judgment in favour of Super Save Disposal Inc.
13. **Registration Number CA6560200**, judgment in favour of Director of Employment Standards
14. **Registration Number CA6612736**, judgment in favour of Kinder Sidhu & Associates Inc.
15. **Registration Number CA6659131**, certificate of pending litigation in favour of Fraser Valley Packers Inc.

16. **Registration Number CA6718015**, judgment in favour of Fraser Valley Packers Inc.
17. **Registration Number CA6733563**, judgment in favour of Her Majesty the Queen in Right of Canada.
18. **Registration Number CA6791617**, certificate of pending litigation in favour of Joginder Singh Ghag and Joginder Kaur Ghag.
19. **Registration Number CA7096656**, tax sale notice in favour of City of Pitt Meadows.
20. **Registration Number CA7481232**, judgment in favour of Her Majesty the Queen in Right of Canada.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Lands**

**PID 004-654-161**

1. **Registration Number BH311090**, covenant in favour of District of Pitt Meadows.
2. **Registration Number BH316982**, covenant in favour of District of Pitt Meadows.
3. **Registration Number BM73664**, easement in favour of Purewal Blueberry Farms Ltd.

**Schedule E – The Lands**

**Parcel Identifier:** 004-654-161  
**Legal Description:** Lot 6 Section 27 Township 9 New Westminster District Plan 3710  
**Civic Address:** 13549/13559 Hale Road  
Pitt Meadows, BC V3Y 1Z1

---

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.  
0726368 B.C. LTD., and PUREWAL FARMS  
PARTNERSHIP

PETITIONERS

---

**APPROVAL AND VESTING ORDER**

---

File No.: 47153-0001

**CLARK WILSON LLP**  
900 – 885 West Georgia Street  
Vancouver, BC V6C 3H1  
604.687.5700

LAWYER: Katie G. Mak  
(Direct #: 604.643.3105)