SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
NOV 18 2026
ENTERED

No. VLC-S-H-260475
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

STARLINE FOODS INC.
SURJIT SINGH GILL
SUKHMINDER SINGH GILL
GURINDER GREWAL
DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
KHALSA CREDIT UNION
BRANDT TRACTOR LTD.

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

| | | |
|---|---|---|
| BEFORE | THE HONOURABLE CHIEF JUSTICE SKOLROOD | NOVEMBER 18, 2026 |

**ON THE APPLICATION** of Deloitte Restructuring Inc., in its capacity as the court-appointed receiver (the "**Receiver**") of all the assets, undertakings and property of Starline Foods Inc. (the "**Debtor**") pursuant to the receivership order pronounced on June 25, 2026 and effective September 21, 2026 (the "**Receivership Order**"), coming on for hearing, before me, at 800 Smithe Street, Vancouver, British Columbia on Wednesday, November 18, 2026; **AND UPON READING** the First Report of the Receiver dated November 2, 2026 (the "**First Report**") and such other materials and evidence filed in the within proceedings; **AND UPON HEARING** Jonathan B. Ross, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto;

**THIS COURT ORDERS AND DECLARES THAT:**

**DEFINITIONS**

1. Capitalized terms used in this Order, but not otherwise defined herein, shall have the meanings ascribed to them in the Sale and Investment Solicitation Process (the "**SISP**") attached as Appendix "B" to the First Report (including the procedures set out therein, the "**SISP Procedures**"), or the Receivership Order.

**APPROVAL OF SALE AND INVESTMENT SOLICITATION PROCESS**

2. The SISP is hereby approved, and the Receiver, and its employees, agents, advisors, legal counsel, and contractors, as applicable, are authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with its terms (including any amendment to the SISP or the Target Dates made in accordance with paragraphs 18 and 54 of the SISP) and this Order, and to take such steps and execute such documentation as they consider to be necessary or desirable in carrying out the SISP and this Order.

3. The Receiver and its employees, agents, advisors, legal counsel, and contractors, or any of them, shall have no liability with respect to any losses, claims, damages or liability of any nature or kind to any Person in connection with or as a result of the SISP or conduct thereof, except to the extent any such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of the Receiver, or of such employee, agent, advisor, legal counsel or contractor, as applicable, provided that nothing in this paragraph shall limit, release or otherwise affect any right, remedy or claim of the Receiver against any of its agents under or in connection with their respective engagement agreements, including the Listing Agreement, as defined below.

**EXCLUSION OF AMVT EQUIPMENT**

4. Notwithstanding paragraph 2 of this Order or any provision of the SISP Procedures, the following equipment is excluded from the Property offered under the SISP and shall be deemed to be an Excluded Asset for all purposes of the SISP Procedures:

a) one TM120 optical sorter, serial number 6120007801007;

b) one TM240 optical sorter, supplied under AMVT Sales Proposal No. SP-2024-04-16-002; and

c) conveyors supplied by AMVT to the Debtor under AMVT Sales Proposal No. SP-2024-04-16-002, provided that the Receiver and Applied Machine Vision Technologies, LLC ("**AMVT**") agree in writing as to their identity.

(collectively, the "**AMVT Equipment**")

5. The SISP Procedures are hereby amended to remove the AMVT Equipment from the SISP.

**AUTHORIZATION TO ENTER INTO LISTING AGREEMENT**

6. The Receiver is authorized to enter into a listing agreement with Cushman & Wakefield ULC (the "**Listing Agreement**") substantially on the commercial terms described in paragraph 63 of the First Report, including the $50,000 break fee, payable from the estate if the indebtedness owing to BMO is refinanced or redeemed by the Principals (as defined in the First Report), or if the Real Property is sold to a party related to the Principals, and on such other terms as the Receiver considers commercially reasonable.

**APPROVAL OF RECEIVER ACTIVITIES AND STATEMENT OF RECEIPTS AND DISBURSEMENTS**

7. The actions, conduct and activities of the Receiver, from the date of the Receivership Order to the date of the First Report, as described in the First Report, are hereby approved and ratified.

8. The Receiver's interim statement of receipts and disbursements for the period from September 21, 2026 to October 29, 2026, attached as Appendix "A" to the First Report, is hereby approved.

**POWER TO SELL FROZEN INVENTORY WITHOUT FURTHER COURT APPROVAL**

9. Notwithstanding the limits on the Receiver's power to sell the Property set out in paragraph 2(l) of the Receivership Order, the Receiver is hereby authorized to sell, by itself or through one or more agents, all or any part of the Frozen Inventory (as defined in the SISP Procedures) at such times, by such methods, and on such terms as the Receiver deems appropriate, without further order of the Court.

10. For greater certainty, the Receiver is not obligated to sell the Frozen Inventory outside of the SISP and may elect to include all or part of it in a Transaction pursuant to the SISP.

**GENERAL**

11. Service of this Order shall be deemed good and sufficient by serving the same on (i) the persons listed on the service list attached to the Notice of Application, and (ii) by posting a copy of this Order on the Receiver's website established in these proceedings. No other persons are required to be served with a copy of this Order.

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

13. The Receiver shall have the liberty to apply for such further or other directions as may be necessary or desirable to give effect to this Order.

14. Endorsement of this Order by counsel appearing on this application, except for counsel to the Receiver, 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 Jonathan B. Ross
Lawyer for the Receiver

By the Court

PJSC

Registrar

CHECKED
96

## SCHEDULE "A"

## LIST OF COUNSEL

| Party | Counsel Name |
|---|---|
| Bank of Montreal | Bryan Gibbons<br>Noor Mann |
| Starline Foods Inc.<br>Sonjit Singh Gill<br>Sukhminder Singh Gill | Deepak Gautam<br>Hasdeep Hehar |
| ~~Gurvinder~~ Gurinder Grewal | |
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GOWLING WLG

**GOWLING WLG (CANADA) LLP**
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**Attention: Manuel Dominguez**

MD/csn
file number G10149775