Vancouver
10-Nov-26
REGISTRY

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

NOTICE OF APPLICATION

Name of Applicant: Deloitte Restructuring Inc., in its capacity as court appointed receiver (the "**Receiver**") of Starline Foods Inc

To: The service list attached hereto as Schedule "A".

TAKE NOTICE that an application will be made by the Receiver to the presiding judge at the courthouse at 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1 on a date set by Notice of Hearing of Application for the order set out in Para 1 below.

The applicant estimates that the application will take two (2) hours.

The applicant proposes that the matter be heard by the Chief Justice on November 18, 2026 at 10:00 A.M. as has been arranged through Supreme Court Scheduling.

This matter is not within the jurisdiction of an Associate Judge.

Part 1: ORDER SOUGHT

1. An order, substantially in the form of the draft order attached hereto as **Schedule "B"** (the "**SISP Approval Order**"), for, among other things, the following relief:

   (a) approving the sale and investment solicitation process (the "**SISP**") and the procedures set out therein (the "**SISP Procedures**"), in order to solicit interest in, and opportunities for one or more Transactions in respect of all or any part of the Property (each as defined in the SISP Procedures), and authorizing the Receiver to conduct the SISP in accordance with its terms;

   (b) authorizing the Receiver to enter into a listing agreement with Cushman & Wakefield ULC (the "**Broker**"), substantially on the commercial terms described in the First Report and on such other terms as the Receiver considers commercially reasonable;

   (c) approving the activities of the Receiver as described in the First Report, and the Receiver's interim statement of receipts and disbursements for the period from September 21, 2026 to October 29, 2026 (the "**SRD**");

   (d) authorizing the Receiver to sell all or any part of the Frozen Inventory (as defined in the SISP Procedures) without further order of the Court and despite the limits set out in paragraph 2(l) of the Receivership Order; and

2. Such further and other relief as counsel for the Receiver may request and this Honourable Court may deem just.

Part 2: FACTUAL BASIS

Overview

1. Capitalized terms used in this section that are not otherwise defined have the meanings ascribed to them in the First Report.

2. Starline Foods Inc. (the "**Debtor**") operates a blueberry receiving, grading, packing, and individually quick frozen freezing business from a processing and cold storage facility located at 33786 Clayburn Road, Abbotsford, British Columbia (the "**Facility**"). The Debtor purchases berries principally from growers and processors in British Columbia and the United States and sells processed and graded frozen and fresh blueberries to customers in Canada and the United States.

3. On June 25, 2026, on application by Bank of Montreal ("**BMO**"), the Supreme Court of British Columbia (the "**Court**") granted an order (the "**Receivership Order**") appointing Deloitte Restructuring Inc. as receiver (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and property of the Debtor. The Receivership Order became effective on September 21, 2026.

4. BMO is the Debtor's senior secured lender, which holds, among other things, registered mortgages over the Real Property and a general security agreement over the Debtor's present

and after-acquired personal property. BMO provided the Debtor with an operating loan, three demand loans, a MasterCard facility, and three letters of credit issued in favour of the City of Abbotsford (collectively, the "**BMO Facilities**"). As at October 6, 2026, the indebtedness owing by the Debtor to BMO under the BMO Facilities totalled approximately $6.6 million, and interest and costs continue to accrue.

5. BMO and the Debtor entered into an initial forbearance agreement dated April 29, 2022, which was followed by seven extensions, the last of which expired on February 15, 2026.

6. The Debtor and the Principals have sought to refinance the BMO Facilities over an extended period. On or about the Date of Receivership, Mr. Kondolay, who has managed the Debtor's day-to-day operations, provided the Receiver with a term sheet from the Business Development Bank of Canada dated September 21, 2026, which was expressly for discussion purposes only, was not a loan offer, and expired on October 1, 2026. The Receiver understands that the Principals have since engaged with other financial institutions.

7. As at the date of the First Report, the Receiver is not aware of any such refinancing having been formalized, and no financing commitment has been provided to the Receiver.

Selection of the Broker and Listing Agreement

8. On October 8, 2026, the Receiver solicited proposals from four realtors with experience in the listing and sale of industrial properties in the Fraser Valley to act as listing agent for the Real Property, with a deadline of 5:00 p.m. (Pacific time) on October 23, 2026.

9. The Receiver received two proposals by the deadline. The Receiver reviewed the proposals, engaged in discussions with the realtors, and consulted with BMO to select the most suitable proposal.

10. Following its review, the Receiver selected the Broker as listing agent for the Real Property and associated processing and refrigeration equipment, and has agreed the key commercial terms of a listing agreement with the Broker (the "**Listing Agreement**"). The Listing Agreement has not yet been finalized.

11. The key commercial terms agreed with the Broker, which are to be reflected in the Listing Agreement, are:

(a) a commission of 2.5% (plus applicable taxes) of the gross purchase price under any agreement of purchase and sale that includes the Real Property, including the portion allocated to equipment or other Property sold en bloc with the Real Property, but excluding any frozen blueberry inventory;

(b) where a co-operating broker is involved, a commission of 2.0% to the Broker and 1.0% to the co-operating broker (plus applicable taxes), for an aggregate of 3.0%;

(c) no commission on equipment, inventory or other Property that the Receiver sells separately from the Real Property, whether directly or through an auctioneer or liquidator (including under a net minimum guarantee);

(d) a break fee of $50,000, payable from the estate as a recovery of the Broker's time and marketing costs, if, after the Real Property has been listed, the indebtedness owing to BMO is refinanced or redeemed by the Principals or the Real Property is sold to a party related to the Principals; and

(e) a listing term of six months.

12. BMO supports the engagement of the Broker on these terms.

The SISP

13. Capitalized terms used in this section that are not otherwise defined have the meanings ascribed to them in the SISP Procedures.

14. The Receiver is seeking approval of the SISP in order to canvass the market for one or more Transactions in respect of all or any part of the Property. The SISP Procedures are attached as Appendix "B" to the First Report.

15. The SISP was developed by the Receiver in consultation with BMO and will be conducted by the Receiver with the assistance of the Broker. It is intended to provide an opportunity for all Interested Parties to participate, and to identify the highest or otherwise best offer or offers for one or more Transactions.

16. At a high level, the SISP contemplates one Bid Deadline for all Sale, Investment and Auction Proposals. The Receiver may seek clarification of, and negotiate, Bids with one or more Qualified Bidders. Following the Commencement Date, the Receiver and the Broker will market the Property in Canada and the United States, and Interested Parties that execute and deliver a CA will become Potential Bidders with access to the VDR and site visits, subject to certain requirements, as described in para 25 of the SISP.

17. Bids may be submitted en bloc, for one or more of seven Offering Parcels (including the Real Property, equipment, Frozen Inventory and intangibles), or as an Auction Proposal for one or more of Offering Parcels 3 to 6, and must be delivered by the Bid Deadline.

18. The SISP also permits Investment Proposals, including refinancing proposals by the Debtor, its shareholders or Related Parties, on the same timeline and terms as other Bids. Any such proposal must be supported by an executed lender or investor commitment.

19. The Key milestones and deadlines in the SISP are as follows:

Event	Date
Broker selected following the Receiver's request for proposals for real estate broker services	October 30, 2026
SISP Order granted, approving the SISP and the Receiver's entry into the Listing Agreement	November 18, 2026, subject to Court availability
Broker and Receiver finalize marketing materials and VDR	November 20, 2026
Commencement Date – SISP launched, Real Property listed by the Broker and marketing materials distributed to Interested Parties	November 23, 2026
VDR open to Potential Bidders that have executed a CA	November 23, 2026
Bulk bids for Frozen Inventory invited (may run on a separate expedited timeline under paragraph 15 of the SISP Procedures)	December 7, 2026
Bid Deadline – Qualified Bids due	February 8, 2027 at 5:00 p.m. (Pacific time)
Receiver identifies Successful Bid and notifies Bidders	Within 5 business days following the Bid Deadline
Definitive Agreement Deadline	February 26, 2027
Approval Application	On or about March 19, 2027, subject to Court availability
Outside Closing Date	April 23, 2027

20. The requirements for a Qualified Bid differ by type of Bid and are set out in SISP para 28 (Sale Proposals), paras 31 to 33 (Investment Proposals) and paras 36 and 37 (Auction Proposals).

21. The Receiver may, in consultation with BMO, waive strict compliance with these requirements, but the requirement for Court approval of any Transaction cannot be waived

22. Following the Bid Deadline, the Receiver, in consultation with BMO, will evaluate the Bids and may select one or more Successful Bids. The Receiver is not obligated to accept the highest, best or any Bid and, if no acceptable Bid is received, may terminate the SISP and pursue another realization strategy, subject to any required Court approval.

23. Any Transaction will be on an "as is, where is" basis and is subject to Court approval, which cannot be waived. The Receiver's report on the Approval Application will describe the marketing undertaken and disclose any Related Party participation in a Successful Bid.

24. The SISP gives the Receiver discretion, in consultation with BMO, to extend or shorten the Target Dates and to modify the SISP Procedures, with notice to the service list of any substantive modification.

25. The Receiver considers the SISP fair, transparent and commercially reasonable. A sale process is warranted given the extended forbearance, the absence of any binding refinancing commitment and the cessation of processing operations, and the proposed timelines, which take into account the holiday period, provide sufficient market exposure.

The Frozen Inventory

26. The Debtor's inventory consists primarily of frozen blueberries and packaging. Approximately 878,000 pounds of frozen blueberries remain in cold storage at the Facility, with a book value at cost of approximately $457,860. These figures exclude blueberry product stored at the Seldon Road Property, which the Receiver is reviewing to determine whether any of it is Property of the Debtor.

27. Processing at the Facility has ceased, but the refrigeration plant continues to operate to preserve the frozen inventory. The frozen blueberries are a perishable, storage-dependent asset, and their preservation involves an ongoing cost to the estate of approximately $5,000 to $8,000 per month.

28. Since the Date of Receivership, the Receiver has sold frozen blueberries from existing inventory to All Gold under the All Gold Agreement dated October 7, 2026, fulfilling two outstanding pre-receivership purchase orders. Proceeds of these post-receivership sales totalled $222,879. The Receiver may make further sales from existing inventory to customers in the ordinary course where orders are received and it is commercially reasonable to do so.

29. The Receivership Order permits the Receiver to sell Property out of the ordinary course of business without Court approval only where the consideration for a single transaction does not exceed $100,000 and the aggregate consideration for all such transactions does not exceed $250,000. The book value of the remaining frozen inventory exceeds the aggregate limit.

30. Paragraph 15 of the SISP Procedures authorizes the Receiver, in consultation with BMO and without further order of the Court, to sell all or any part of the Frozen Inventory at any time before, during or after the SISP, whether to existing or new customers, by bulk sale, through a broker or trader, or by another commercially reasonable method, on terms the Receiver determines to be commercially reasonable having regard to the carrying cost and the risk of deterioration in value. Bulk bids may be invited on an expedited timeline separate from the

Target Dates, and the Receiver may require payment in full on closing and removal of the product from the Facility within a specified period.

31. Frozen Inventory sold in this manner is removed from the Property and the applicable Offering Parcel, and the resulting proceeds and receivables are Excluded Assets. The Receiver is not obliged to sell the Frozen Inventory outside the SISP and may instead include it in a Transaction. The Receiver will report on all such sales in a future report to the Court.

32. The Receiver is of the view that the ability to sell the Frozen Inventory outside the SISP will reduce cold storage and carrying costs to the estate and mitigate the risk of deterioration in its value.

Part 3: LEGAL BASIS

33. The Applicant relies on:

(a) *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"), in particular, ss. 187(5), 243, and 247;

(b) *Law and Equity Act*, R.S.B.C. 1996, c. 253;

(c) *Supreme Court Civil Rules*, B.C. Reg. 168/2009 (the "**Rules**"), in particular Rules 8-1, 13-1, 13-5, 21-7 and 22-4;

(d) the inherent and equitable jurisdiction of this Court; and

(e) such further and other legal bases and authorities as counsel may advise and this Court may permit.

Approval of the SISP

34. Pursuant to the Receivership Order, effective September 21, 2026, the Receiver is authorized to market any or all of the Property (as defined in the Receivership Order), including advertising for and soliciting offers in respect of all or any portion of the Property, and to negotiate such terms and conditions of sale as the Receiver considers appropriate.

Receivership Order para 2(k).

35. Approval of the SISP is separate from approval of a proposed sale. Notwithstanding this, the reasonableness and adequacy of any sales process proposed by a court-appointed receiver must be assessed with reference to the same factors that a court will consider on an application to approve a proposed sale. When determining whether to approve a sale process proposed by a court-appointed receiver, the courts consider the below principles (the "**CCM Factors**"):

(a) the fairness, transparency, and integrity of the proposed process;

(b) the commercial efficacy of the proposed process in light of the specific circumstances facing the receiver;

(c) whether the sales process will optimize the chances, in the particular circumstances, of securing the best possible price for the assets up for sale; and

(d) the interests of all parties.

CCM Master Qualified Fund v. blutip Power Technologies, 2012 ONSC 1750 ("**CCM**") at paras 6 - 7; *Freshlocal Solutions Inc. (Re)*, 2022 BCSC 1616 at para. 28.

36. The CCM Factors support the approval of the SISP for the reasons set out below:

(a) Any Interested Party that executes a CA may become a Potential Bidder with access to the VDR and a supervised site visit. A Related Party may bid but will receive no information that is not available to all bidders, and the Receiver will disclose to the Court any Related Party participation in a Successful Bid. Every Transaction remains subject to Court approval, which cannot be waived.

(b) The SISP provides a Bid Deadline about eleven weeks after the Commencement Date, taking the holiday period into account, while permitting the Frozen Inventory, a perishable asset with ongoing carrying costs, to be sold on an expedited basis.

(c) The Receiver and the Broker will market the Property in British Columbia, elsewhere in Canada and in the United States, and Bids may be submitted en bloc, by Offering Parcel, as Investment Proposals or as Auction Proposals, which broadens the pool of potential purchasers.

(d) The SISP was developed in consultation with BMO, the senior secured creditor, and allows the Debtor, its shareholders and Related Parties to advance an Investment Proposal on the same timeline and terms as other bidders, provided that it is supported by an executed commitment.

(e) The deposit requirements are intended to encourage good faith participation and execution certainty.

Authorization to enter into the Listing Agreement

37. Paragraph 2(d) of the Receivership Order authorizes the Receiver to engage agents and other persons to assist with the exercise of its powers, and paragraph 2(k) authorizes it to market the Property. The Receiver selected the Broker after soliciting proposals from four realtors with experience in Fraser Valley industrial properties, two of which submitted proposals. In selecting the Broker, the Receiver considered, among other things, its recent experience with cold storage and industrial properties, its transactions in the Fraser Valley, its assessment of the potential value of the Real Property, its knowledge of potential buyer, and its commission rates.

38. The Receiver seeks authority to enter into the Listing Agreement on substantially the commercial terms described in the First Report, which are supported by BMO.

39. The $50,000 break fee is payable only if, after listing, the BMO indebtedness is refinanced or redeemed by the Principals or the Real Property is sold to a party related to the Principals, and is intended as a recovery of the Broker's time and marketing costs.

40. Authorizing the Receiver to enter into the Listing Agreement on substantially the agreed terms will allow the Real Property to be listed without delay and avoid the cost of a further application.

Authority to Sell the Frozen Inventory

41. Section 243(1) of the BIA authorizes the Court, where it considers it just or convenient, to appoint a receiver to take possession of property, exercise such control over the property and the debtor's business as the Court considers advisable, and take any other action that the Court considers advisable.

42. Under the Receivership Order, the Receiver may sell Property outside the ordinary course of business without Court approval only up to $100,000 per transaction and $250,000 in total.

Receivership Order at paras 2(l)(i) and 2(l)(ii).

43. Section 187(5) of the BIA allows the Court to review or vary any order made by it under its bankruptcy jurisdiction.

44. Further, paragraph 34 of the Receivership Order allows any interested party to apply to the Court to vary or amend the Receivership Order on notice to the Service List and to any other party who may be affected.

Receivership Order, para 34.

45. The Receiver seeks a targeted amendment to the Receivership Order to authorize the Receiver to sell all or any part of the Frozen Inventory without further order of the Court and despite the limits set out in paragraph 2(l) of the Receivership Order.

46. The Receivership Order already authorizes the Receiver to market the Property, solicit offers, negotiate terms and conditions of sale, sell, convey, transfer, lease or assign Property out of the ordinary course of business, and apply for vesting or other orders necessary to convey Property free and clear of encumbrances. However, paragraph 2(l) of the Receivership Order limits sales without further Court approval to a single transaction for consideration up to $100,000, provided that aggregate consideration for all such transactions does not exceed $250,000. Transactions exceeding those limits currently require further Court approval.

47. Courts in British Columbia have granted similar relief. In both *Bifano* and *Vanderloos*, this Court authorised the receiver to sell the debtor's cattle and milk quota without further order of the Court and despite the general sale limits in the receivership order.

The Bank of Nova Scotia v. Bifano Consolidated Inc. et al., SCBC Vancouver Registry No. S241161, Order dated June 24, 2024, para 4; *Royal Bank of Canada v. Vanderloos Farms Ltd.*, SCBC Vancouver Registry No. S250619, Amended and Restated Receivership Order dated June 24, 2026, para 4.

48. Those cases concerned milk quota and livestock, but similar considerations apply here. The Frozen Inventory is perishable, costs about $5,000 to $8,000 per month to refrigerate, and has a book value of about $457,860, which is more than the Receiver's aggregate sale limit. Authority to sell it without a further order, in consultation with BMO and on commercially reasonable terms, will preserve its value and reduce costs to the estate. The Receiver will report on every sale, so the Court keeps oversight.

49. The requested relief is therefore appropriate because it permits the Receiver to act in a timely and commercially reasonable manner in a specialized market, while preserving the Court's supervisory jurisdiction and the rights of interested parties.

Approval of Receiver's Actions, Conduct and Activities

50. It is common practice for a Receiver to seek the approval of the Court for its activities on an interim basis, and Canadian Courts have recognized that there are sound policy reasons for doing so, including that periodic Court approval:

(a) allows the receiver to move forward with the next steps in the proceedings;

(b) brings the receiver's activities before the Court;

(c) allows an opportunity for the concerns of the stakeholders to be addressed, and any problems to be rectified;

(d) enables the Court to satisfy itself that the receiver's activities have been conducted in prudent and diligent manners;

(e) provides protection for the receiver not otherwise provided by the BIA; and

(f) protects the creditors from the delay and distribution that would be caused by: (i) re-litigation of steps taken to date; and (ii) potential indemnity claims by the receiver.

Target Canada Co, Re, 2015 ONSC 7574 at para 23; *Triple-I Capital Partners Limited v 12411300 Canada Inc*, 2023 ONSC 3400 at paras 65-66.

51. In the instant case, the Receiver respectfully submits that its actions, conduct and activities to date, as detailed in the First Report, have been carried out diligently and prudently, in good faith, in a commercially reasonable manner, and should be approved in furtherance of the policy reasons outlined above.

52. The Receiver also seeks approval of the SRD. The receipts and disbursements reflected in the SRD were made in the ordinary course of the administration of the Receivership Proceedings and in accordance with the Receivership Order. The Receiver is not seeking approval of its fees and disbursements, or those of its counsel, at this time.

Part 4: MATERIAL TO BE RELIED ON

1. The Receiver's First Report to the Court, dated November 2, 2026;
2. The Receivership Order;

3. The pleadings filed in this proceeding; and

4. Such further material as counsel may advise and this Honourable Court may permit.

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 21 business days after service of this notice of application, serve the following on the applicant and on every other party of record:

(a) a copy of your unfiled application response,

(b) a copy of the affidavits or other evidence that you intend to refer to at the hearing of this application and that has not already been served on that person

(c) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Date: November 2, 2026

Signature of
☒ Lawyer for filing party

Jonathan B. Ross
[type or print name]

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 ☐ Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ 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
- ☒ None of the above

SCHEDULE "A"

NO. VLC-S-H-260475
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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PETITIONER

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DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
KHALSA CREDIT UNION
BRANDT TRACTOR LTD.

RESPONDENTS

SERVICE LIST

BY EMAIL: dgautam@sglawyers.ca tkeshvi@galawyers.ca shaji@galawyers.ca Gautam & Associates #210-8028 128th Street Surrey, BC V3W 4E9 **Attention: Deepak Gautam & Keshvi Thapar** *Counsel for Starline Foods Inc., Sukhminder Singh Gill, Gurinder Kaur Grewal and Surjit Singh Gill*	**BY EMAIL:** hogan@hslawcorp.com HS Law Corporation #408 – 2963 Glen Dr Coquitlam BC V3B 2P7 **Attention: Hogan Song** *Counsel for Applied Machine Vision Technologies, LLC*
BY EMAIL: jonathan.ross@gowlingwlg.com Gowling WLG #2300 – 550 Burrard Street Vancouver, BC V6C 0B3 **Attention: Jonathan Ross** *Counsel for the Receiver, Deloitte Restructuring*	**BY EMAIL:** bgibbons@lawsonlundell.com nmann@lawsonlundell.com Lawson Lundell Suite 1600 Cathedral Place 925 West Georgia Street Vancouver, BC V6C 3L2 **Attention: Bryan C. Gibbons & Noor Mann** *Counsel for Bank of Montreal*

BY EMAIL: amauger@abbotsford.ca City of Abbotsford 32315 South Fraser Way Abbotsford, BC V2T 1W7 **Attention: Alan-John Mauger** *Counsel for the City of Abbotsford*	**BY EMAIL:** Jimmy.SANDHU@bdc.ca Business Development Bank of Canada 1500 – 1133 Melville Street Vancouver, BC V6E 4E5 **Attention: Jimmy Sandu**

SCHEDULE "B"

No. VLC-S-H-260475
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

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KHALSA CREDIT UNION
BRANDT TRACTOR LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE	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.

AUTHORIZATION TO ENTER INTO LISTING AGREEMENT

4. The Receiver is authorized to enter into a listing agreement with Cushman & Wakefield ULC, substantially on the commercial terms described in the First Report and on such other terms as the Receiver considers commercially reasonable.

APPROVAL OF RECEIVER ACTIVITIES AND STATEMENT OF RECEIPTS AND DISBURSEMENTS

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

6. 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

7. 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.

8. 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

9. 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.

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 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.

11. 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.

12. 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

Registrar

SCHEDULE "A"

LIST OF COUNSEL

Party	Counsel Name

NO. VLC-S-H-260475
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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GURINDER GREWAL
DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
KHALSA CREDIT UNION
BRANDT TRACTOR LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

GOWLING WLG (CANADA) LLP
Lawyers
P.O. Box 30
2300 - 550 Burrard Street
Vancouver, B.C. V6C 2B5
604-683-6498
Attention: Manuel Dominguez

MD/csn
file number G10149775