

No. H-210440  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PROSPERA CREDIT UNION

PETITIONER

AND:

PORTLIVING FARMS (3648 PARKVIEW) INVESTMENTS INC.  
SUNNY BEACH MOTEL INC.  
LIVING BEACHSIDE DEVELOPMENT LIMITED PARTNERSHIP  
PORT CAPITAL FARMS (BEACH) INC.  
PORT CAPITAL GROUP INC.  
PORT CAPITAL DEVELOPMENT INC.  
ERLENMATTE AG  
ROLAND KRUGER  
ROLAND KRUGER FAMILY TRUST IN TRUST  
HAGEN KRUGER  
HAGEN KRUGER FAMILY TRUST IN TRUST  
JOHN DOE

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

BEFORE )  
) THE HONOURABLE JUSTICE *MAYER*) March 23, 2022  
)  
)  
)

ON THE APPLICATION of The Bowra Group Inc., Court-appointed Receiver of Portliving Farms (3648 Parkview) Investments Inc. and Sunny Beach Motel Inc. (the "Receiver"), coming on for hearing at Vancouver, British Columbia on March 23, 2022, by MS Teams; and on hearing Jeffrey D. Bradshaw, counsel for the Receiver, and no one appearing on behalf of the other parties, although duly served; AND ON READING the Receiver's Second Report dated March 16, 2022 filed herein;

THIS COURT ORDERS that:

- 1. service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application, and time for service of this Application is abridged to that actually given.

## FEE APPROVAL

2. The fees and disbursements of the Receiver from November 29, 2021 to February 28, 2022, as set out in the First Report, are hereby approved.
3. The fees and disbursements of DLA Piper (Canada) LLP ("**DLA**", in its capacity as counsel to the Receiver), from November 29, 2021 to February 28, 2022, and as set out in the Second Report, are hereby approved.
4. The fees and disbursements of the Receiver and DLA, estimated not to exceed \$80,000 in aggregate, for the completion of remaining activities in connection with these Receivership proceedings, are hereby approved. If the additional fees and disbursements of the Receiver and DLA exceed this amount, the Receiver shall seek approval of this Court for the amount in excess. For greater certainty, if the additional fees and disbursements incurred by the Receiver and DLA are less than the maximum approved herein, no further action is required by any party to effect the approval of such additional fees and disbursements.

## DISCHARGE OF RECEIVER'S CHARGE

5. Upon the service by the Receiver of an executed certificate in substantially the form attached hereto as **Schedule "A"** (the "**Receiver's Termination Certificate**") on the Service List, by email, the Receiver's Charge (as defined in the Receivership Order) shall be and are hereby terminated, released and discharged, and shall be of no further force or effect, without the need for any further act or formality.
6. The Receiver is hereby directed to file a copy of the Receiver's Termination Certificate with the Court as soon as practicable following service thereof on the Service List.
7. The Receiver is hereby directed to post a copy of the filed Receiver's Termination Certificate on the Receiver's website.

## TERMINATION OF PROCEEDINGS

8. Upon the service by the Receiver of the Receiver's Termination Certificate on the Service List, by email, certifying that, to the knowledge of the Receiver, all matters to be attended to in these proceedings have been completed, these proceedings shall be terminated without any further act or formality (the "**Termination Time**"), provided that nothing herein impacts the validity of any Orders made in these proceedings or any action or steps taken by any individual, firm, partnership, corporation, governmental body or agency, or any other entity pursuant thereto.
9. The Receiver is hereby directed to file a copy of the Receiver's Termination Certificate with the Court as soon as practicable following service thereof on the Service List.

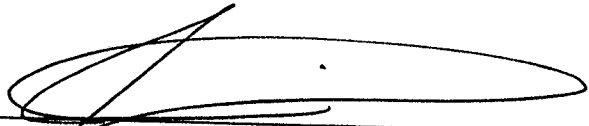
## DISCHARGE OF RECEIVER

10. Effective at the Termination Time, The Bowra Group Inc., shall be and is hereby discharged from its duties as the Receiver and shall have no further duties, obligations, liabilities, or responsibilities as Receiver from and after the Termination Time, provided that, notwithstanding its discharge as Receiver, The Bowra Group Inc. shall have the authority to carry out, complete or address any matters in its role as Receiver as are ancillary or incidental to these proceedings following the Termination Time as may be required.
11. Notwithstanding any provision of this Order, the Receiver's discharge or the termination of these proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Receiver shall continue to have the benefit of any of the rights, approvals and protections in favour of the Receiver at law or pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, the Receivership Order, any other Order of this Court in these proceedings or otherwise, all of which are expressly continued and confirmed following the Termination Time, including in connection with any actions taken by the Receiver following the Termination Time with respect to Portliving Farms (3648 Parkview) Investments Inc. and Sunny Beach Motel Inc. or these proceedings.
12. No action or other proceeding shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver except with prior leave of this Court on not less than fifteen (15) days' prior written notice to the Receiver.

## GENERAL

13. Any party affected by this order may apply to the Court as necessary to seek further orders and directions to give effect to this Order.
14. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Petitioner, Purchaser or the Receiver and their respective 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 Petitioner, Purchaser or 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 Petitioner, Purchaser, or the Receiver and their respective agents in carrying out the terms of this Order.

~~15 endorsement of this Order by counsel or any unrepresented party appearing on this application, other than counsel to the Receiver, is hereby dispensed with.~~ *am*



Signature of  lawyer for the Receiver  
DLA Piper (Canada) LLP (Jeffrey D. Bradshaw)

BY THE COURT

*Alway*  
REGISTRAR

FORM  
CHECKED  
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**THE RECEIVER HEREBY CERTIFIES** the following:

1. The Receiver's Charge is hereby terminated, released and discharged, and shall be of no further force or effect.
2. The within proceedings are terminated.

This Certificate was delivered by the Receiver at [TIME] on \_\_\_\_\_ 2022.

**The Bowra Group Inc.**, in its capacity as the Receiver of Portliving Farms (3648 Parkview) Investments Inc. and Sunny Beach Motel Inc. and not in its personal capacity:

Per:

\_\_\_\_\_  
Name

