



NO. S247413  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE TORONTO-DOMINION BANK

PETITIONER

AND:

UPPAL FARMS & GREENHOUSES LTD., BHALVINDER KAUR  
THANDI, JAGRAJBIR KAUR UPPAL, GURMINDER SINGH UPPAL,  
PAWANBIR SINGH UPPAL, THE CROWN IN RIGHT OF BRITISH  
COLUMBIA, HIS MAJESTY THE KING IN RIGHT OF CANADA, DUC  
HUY NGO, JASVIR KAUR JOHAL, DALJIT SINGH GILL, MKR  
GROWERS LTD., MGB ENT. LTD., THE BANK OF NOVA SCOTIA,  
AGRICULTURAL CREDIT CORPORATION, DE LAGE LANDEN  
FINANCIAL SERVICES CANADA INC., LINDE CANADA INC. AND  
ALL TENANTS AND OCCUPANTS OF THE SUBJECT LANDS

RESPONDENTS

**NOTICE OF APPLICATION**

**Name of applicant: Deloitte Restructuring Inc., in its capacity as court appointed receiver and manager ("Deloitte" or the "Receiver")**

To: the Service List, attached a **Schedule "A"** to this Notice of Application

TAKE NOTICE that an application will be made by the Petitioner at the courthouse at 800  
Smithe Street, Vancouver, British Columbia on 27 / FEB / 2025 at 9:45 a.m. for the order  
set out in Part 1 below.

The applicant(s) estimate(s) that the application will take 10 minutes.

- ☐ This matter is within the jurisdiction of an associate judge.
- ☒ This matter is not within the jurisdiction of an associate judge.

**ORDER SOUGHT**

1. An Order:

- (a) approving the sale of certain lands and premises which are the subject of this proceeding; and
- (b) authorizing the Receiver to make an interim distribution (the “**Interim Distribution**”) to the Toronto-Dominion Bank (“**TD**”), provided that the Receiver shall at all times retain sufficient funds to pay any claims which rank in priority to TD

substantially in the form attached hereto as **Schedule “B”**;

## **Part 2: FACTUAL BASIS**

### **A. The Receivership**

- 1. TD advanced agricultural loans to the Respondents (the “**Loans**”), Uppal Farms & Greenhouses Ltd. (“**Uppal Farms**”) and certain assets, undertakings and property of the Respondents, Bhalvinder Kaur Thandi (“**Bhalvinder**”) and Jagrajbir Kaur Uppal (“**Jagrajbir**” and with Bhalvinder and Jagrajbir, the “**Debtors**”).
- 2. The Loans are secured against various real property owned by the Debtors. As of October 23, 2024, TD was owed approximately \$12,500,000.
- 3. On November 5, 2024, on application of the Petitioner, the Receiver was appointed as court-appointed receiver of all the assets, undertakings and property of the Respondent, Uppal Farms and certain assets, undertakings and property of the Respondents, Bhalvinder and Jagrajbir.
- 4. In particular, the Deloitte was appointed as Receiver over lands having a civic address of 34211 Hallert Road, Abbotsford, BC, legally described as:

PID: 006-892-230

Lot 5, Section 3, Township 17, New Westminster District Plan 649A

(“**Lot 5**”)

- 5. The Receiver brings this application to approve the sale of Lot 5.

### **Details of Lot 5 and Listing History**

- 6. Uppal Farms is the registered owner of Lot 5.
- 7. Lot 5 is a 38.54 acre blueberry farm located in Abbotsford, BC. Among the improvements on Lot 5 are two domed buildings, a barn and a rancher style home. The improvements are in generally poor condition.

8. Lot 5 was initially listed for sale by Uppal Farms on April 1, 2024 at a list price of \$5,199,900. The list price was subsequently reduced to \$4,800,000 and then again to \$4,600,000. The listing expired on July 30, 2024.
9. Lot 5 was relisted by Uppal Farms via its Sales Agent, NAI Commercial Vancouver (the "**Sales Agent**") on or about August 1, 2024 at the price of \$4,600,000.
10. Between August 7, 2024 and September 3, 2024 several offers were tendered for Lot 5 by the same buyer (the "**Prospective Purchaser**") which Uppal Farms did not accept.
11. On September 12, 2024, the Prospective Purchaser submitted a final offer in the amount of \$4,110,000, to which Uppal Farms did not respond.
12. Based on concerns by TD that the offer would fall through, an offer in the amount of \$4,110,000, was prepared which a receiver, if appointed, could accept on behalf of Uppal Farms (the "**Prospective Offer**").
13. On its appointment, the Receiver accepted the Prospective Offer, which was subject to a number of subject and conditions.
14. The Prospective Offer subsequently collapsed as the Prospective Purchaser did not remove the subjects and conditions therein.
15. Since its appointment on November 5, 2024, the Receiver has continued to list Lot 5 with the Sales Agent.
16. On or about December 21, 2024, K&K Properties Ltd. (the "**Purchaser**") and the Receiver entered into a contract of Purchase and Sale (the "**Purchase Agreement**") to purchase Lot 5 for \$3,650,000 (the "**Purchase Price**"). The Purchaser provided a \$200,000 deposit to the Sales Agent on January 15, 2025. The sale is set to close 30 days after court approval.
17. The following entities hold secured charges against the Lands, in order of priority:
  - (a) TD holds a first ranking mortgage and assignment of rents under charge numbers CB374038 and CB374039;
  - (b) the Respondents, Duc Huy Ngo, Jasvir Kaur Johal and Daljit Singh Gill hold a second ranking mortgage and assignment of rents under charge numbers CB770586 and CB770587;
  - (c) the Respondents, MKR Growers Ltd. and MGB. ENT. Ltd. hold a certificate of pending litigation under charge number CB1613082;

- (d) TD holds a certificate of pending litigation under charge number CB1685944; and
  - (e) Vohora LLP holds a certificate of pending litigation under charge number CB1700951.
18. The Receiver understands that TD is satisfied with the transaction contemplated by the Purchase Agreement.
  19. During the listing period, the Sales Agent has coordinated private appointments to view the Lot 5. The Sales Agent has confirmed that the Purchase Price is aligned with fair market value for Lot 5.
  20. Since the execution of the Purchase Agreement, the sales agent has continue to market the property and seek competing bids pursuant to the Court's Practice Direction #62.
  21. The Receiver therefore seeks approval of the sale of the Lands for \$3,650,000.

### **Part 3: LEGAL BASIS**

1. The Petitioner will rely on:
  - (a) Receivership Order;
  - (b) Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (as may be amended from time to time, the "**BIA**");
  - (c) Rule 13-5 of the *Supreme Court Civil Rules*; and
  - (d) Section 15 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253.
2. Pursuant to paragraphs 2(l)(ii) and 2(m) of the Receivership Order, the Receiver was granted the power to sell Lot 5, subject to approval of this Court, and to apply for a vesting order in connection with the same.
3. *Royal Bank v. Soundair Corp.* is the leading authority on the factors a court may consider when approving a sale proposed by a receiver, which are:
  - (a) whether the receiver has made a sufficient effort to get the best price and has not acted improvidently;
  - (b) the interests of all parties;
  - (c) the efficacy and integrity of the process by which offers are obtained; and

- (d) whether there has been unfairness in the working out of the process.

***Royal Bank v. Soundair Corp., 1991  
CarswellOnt 205 (Ont. C.A.)  
("Soundair") at para. 16.***

4. In this case the Receiver submits all of the *Soundair* factors have been met and the Court should approve the sales proposed herein. The Receiver submits that an order approving the sale of Lot 5 to the relevant purchasers is appropriate for the following reasons:
- (a) the Receiver and the Sales Agent have made a sufficient effort to get the best price for Lot 5 and have not acted improvidently, and the purchase price reflects the fair market value for the Lands;
  - (b) As of the date of this hearing, Lot 5 will have been listed with the Sales Agent for a cumulative total of 184 days. The lot was listed for an additional 121 days prior to that by Uppal Farms with a different sales agent;
  - (c) the sale is supported by TD;
  - (d) the process used to market and sell Lot 5 has efficacy and integrity; the Receiver and Sales Agent subjected Lot 5 to a reasonable exposure to market, as part of an overall strategy to market and sell multiple units in the same building; and
  - (e) the process used to market and sell Lot 5 was fair and reasonable.

#### **Interim Distribution to TD**

5. The anticipated realization from the sale of Lot 5 contemplated by the Purchase Agreement is expected to be lower than the amount outstanding to TD.
6. If granted, the Receiver will make the Interim Distribution to TD after retaining a balance on hand to satisfy any potential priority claims that may be advanced and remaining fees and disbursements.
7. TD, as a secured creditor with a first-ranking mortgage on title to Lot 5, is entitled to the Interim Distribution, and an efficient distribution will minimize prejudice to TD. Further, the Interim Distribution, if made, will reduce the principal debt owed to TD as well as the interest payable on the secured facilities.

8. As a result the Interim Distribution is in the interest of all stakeholders, in particular, TD, and, as such, the Interim Distribution is just, convenient and advisable in the circumstance.

**BIA, s. 243(1)(c)**

**Part 4: MATERIAL TO BE RELIED ON**

1. Affidavit #1 of Krista Hotel, made October 25, 2024;
2. Receivership Order made November 5, 2024;
3. Affidavit #1 of Avic Arenas, made 13 / FEB / 2025; and
4. Receiver's First Report to the Court, to be filed.
5. Any other material this Honourable Court may allow.

**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 8 business days of service of this Notice of Application,

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
  - (i) you intend to refer to at the hearing of this application, and
  - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
  - (i) a copy of the filed Application Response;
  - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
  - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: 13 / FEB /2025



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Signature of lawyer for filing party  
Catherine Ewasiuk

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:

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Date:

Signature of ☐ Judge ☐ Associate Judge

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## 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"

### SERVICE LIST

As at January 13, 2025

<p><b>Deloitte Restructuring Inc., in its capacity as court-appointed Receiver</b> 410 West Georgia Street Vancouver, BC V6B 0S7</p> <p><b>Attention: Jeff Keeble Kaleb Butt</b></p> <p>Email: <a href="mailto:jkeeble@deloitte.com">jkeeble@deloitte.com</a> <a href="mailto:kbutt@deloitte.com">kbutt@deloitte.com</a></p> <p><i>Court-appointed Receiver of Uppal Farms</i></p>	<p><b>Dentons Canada LLP</b> 20<sup>th</sup> Floor, 250 Howe Street Vancouver, BC V5C 3R8</p> <p><b>Attention: Jordan Schultz</b></p> <p>Email: <a href="mailto:jordan.schultz@dentons.com">jordan.schultz@dentons.com</a> <a href="mailto:nav.sidhu@dentons.com">nav.sidhu@dentons.com</a> <a href="mailto:chelsea.denton@dentons.com">chelsea.denton@dentons.com</a></p> <p><i>Counsel for the Receiver</i></p>
<p><b>Fasken Martineau DuMoulin LLP</b> 550 Burrard Street, Suite 2900 Vancouver, BC V6C 0A3</p> <p><b>Attention: Lisa Hiebert</b></p> <p>Email : <a href="mailto:lhiebert@fasken.com">lhiebert@fasken.com</a></p> <p><i>Counsel for Bank of Nova Scotia</i></p>	<p><b>Bank of Nova Scotia</b></p> <p><b>Attention: Gabriella Demmings Justinl Mitges</b></p> <p>Email : <a href="mailto:gabriella.demmings@scotiabank.com">gabriella.demmings@scotiabank.com</a> <a href="mailto:justinl.mitges@scotiabank.com">justinl.mitges@scotiabank.com</a></p> <p><i>Secured Creditor</i></p>
<p><b>Attorney General of Canada</b> Department of Justice Canada British Columbia Regional Office 900 – 840 Howe Street Vancouver, BC V6Z 2S9</p> <p><b>Attention: Jonathan Cooper Oanh Ngo</b></p> <p>Email: <a href="mailto:Jonathan.Cooper@justice.gc.ca">Jonathan.Cooper@justice.gc.ca</a> <a href="mailto:Oanh.Ngo@justice.gc.ca">Oanh.Ngo@justice.gc.ca</a></p> <p><i>Counsel for His Majesty the King in right of Canada as represented by the Minister of National Revenue</i></p>	<p><b>Owen Bird Law Corporation</b> Barristers and Solicitors 2900 – 733 Seymour Street Vancouver, BC V6B 0S6</p> <p><b>Attention: Scott H. Stephens</b></p> <p>Email: <a href="mailto:sstephens@owenbird.com">sstephens@owenbird.com</a></p> <p><i>Counsel for The Toronto-Dominion Bank</i></p>

<p><b>McKenzie Lake Lawyers LLP</b> Suite 300 100 Stone Road West Guelph, ON N1G 5L3</p> <p><b>Attention: Alexander Verrilli Thomas Manes Sabrina Cartwright</b></p> <p>Email: <a href="mailto:Alexander.Verrilli@mckenzielake.com">Alexander.Verrilli@mckenzielake.com</a> <a href="mailto:Thomas.Manes@mckenzielake.com">Thomas.Manes@mckenzielake.com</a> <a href="mailto:sabrina.lombardi@mckenzielake.com">sabrina.lombardi@mckenzielake.com</a></p> <p><i>Counsel for Agricultural Credit Corporation</i></p>	<p><b>RJD Law Corporation</b> Unit #14, 15243 91 Avenue Surrey, BC V3R 9K2</p> <p>Attention: Raymond P. Barreto</p> <p>Email: <a href="mailto:raymond@rjdlawcorporation.ca">raymond@rjdlawcorporation.ca</a></p> <p><i>Counsel for Duc Huy Ngo, Jasvir Kaur Johal, and Daljit Singh Gill</i></p>
<p><b>Richards &amp; Richards</b> 10325 150th Street Surrey, BC V3R 4B1</p> <p><b>Attention: George H. Richards</b></p> <p>Email: <a href="mailto:litigation@richardslaw.com">litigation@richardslaw.com</a></p> <p><i>Counsel for Duc Huy Ngo, Jasvir Kaur Johal, and Daljit Singh Gill</i></p>	<p><b>Virsa Law Group LLP</b> 115 – 5455 152<sup>nd</sup> Street Surrey, Bc V3S 5A5</p> <p><b>Attention: Ian K Sorenson</b></p> <p>Email: <a href="mailto:ian@virsalaw.ca">ian@virsalaw.ca</a></p> <p><i>Counsel for Uppal Farms &amp; Greenhouses Ltd., Bhalvinder Kaur Thandi, Jagrajbir Kaur Uppal, Gurminder Singh Uppal, Pawanbir Singh Uppal</i></p>
<p><b>Liberty Law Corporation</b> 106 – 33119 South Fraser Way Abbotsford, BC V2S 2B1</p> <p><b>Attention: Harry Virk</b></p> <p>Email: <a href="mailto:harryvirk@libertylawcorp.com">harryvirk@libertylawcorp.com</a></p> <p><i>Counsel for MGB ENT. LTD and MKR Growers Ltd.</i></p>	

**EMAIL SERVICE LIST:**

[jkeeble@deloitte.com](mailto:jkeeble@deloitte.com); [kbutt@deloitte.com](mailto:kbutt@deloitte.com); [jordan.schultz@dentons.com](mailto:jordan.schultz@dentons.com);  
[nav.sidhu@dentons.com](mailto:nav.sidhu@dentons.com); [chelsea.denton@dentons.com](mailto:chelsea.denton@dentons.com); [lhiebert@fasken.com](mailto:lhiebert@fasken.com);  
[gabriella.demmings@scotiabank.com](mailto:gabriella.demmings@scotiabank.com); [justinl.mitges@scotiabank.com](mailto:justinl.mitges@scotiabank.com);  
[Jonathan.Cooper@justice.gc.ca](mailto:Jonathan.Cooper@justice.gc.ca); [Qanh.Ngo@justice.gc.ca](mailto:Qanh.Ngo@justice.gc.ca); [sstephens@owenbird.com](mailto:sstephens@owenbird.com);  
[Alexander.Verrilli@mckenzielake.com](mailto:Alexander.Verrilli@mckenzielake.com); [Thomas.Manes@mckenzielake.com](mailto:Thomas.Manes@mckenzielake.com);  
[sabrina.lombardi@mckenzielake.com](mailto:sabrina.lombardi@mckenzielake.com); [raymond@rjdlawcorporation.ca](mailto:raymond@rjdlawcorporation.ca);  
[litigation@richardslaw.com](mailto:litigation@richardslaw.com); [ian@virsalaw.ca](mailto:ian@virsalaw.ca); [harryvirk@libertylawcorp.com](mailto:harryvirk@libertylawcorp.com)

**Schedule “B”**

Draft Order

*(See Attached)*

NO. S247413  
VANCOUVER REGISTRY

(the “**Lands**”)

to, K & K Properties Ltd. (the “**Purchaser**”), for the purchase price of \$3,650,000 and on the other terms and conditions set out in the contract of purchase and sale dated December 21, 2024, as subsequently amended from time to time (collectively, the “**Contract**”), is hereby approved.

2. The sale transaction (the “**Transaction**”) contemplated by the Contract is hereby approved, and the Contract is commercially reasonable. The execution of the Contract by the Receiver is hereby authorized and approved, and the Receiver 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 assets described in the Contract (the “**Purchased Assets**”).

3. Upon delivery by the Receiver to the Purchaser of a certificate confirming the Transaction has completed to the satisfaction of the Receiver (the “**Receiver’s Certificate**”), all of the right, title and interest of the Respondents in and to the Purchased Assets described in the Contract 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 27, 2022; 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**”) 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. On filing a certified copy of this Order in the Vancouver Land Title Office together with a letter from the Receiver’s solicitor authorizing the filing, the Lands be conveyed to and vest in the Purchaser as registered owners in fee simple, free and clear of any estate, right, title, interest, equity of redemption and other claims of the parties, together with any other charges, liens, encumbrances caveats, or certificates of pending litigation registered against the Lands subsequent to the Petitioner’s Certificate of Pending Litigation, but subject to the reservations, provisos, exceptions, and conditions express in the original grants thereof from the Crown.

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 Receiver’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. All persons claiming possession of the Lands, or any portion thereof, shall deliver vacant possession of the Lands to the Purchaser, or their agents, successors or assigns, on the Possession Date, as defined in the Contract (herein, the "**Possession Date**").

7. If any person fails to deliver vacant possession of the Lands to the Purchaser at the Possession Date, then the Receiver shall be at liberty to apply to the Registrar for a Writ of Possession, under Rule 13-2(13) and without further Order of the Court.

8. The net sale proceeds after adjustments shall be paid to Dentons Canada LLP, in trust, or otherwise in accordance with the written direction of Dentons Canada LLP, and then disbursed in accordance with the following priorities without further Order:

- (a) first, payment of water and sewer rates, property taxes, arrears of property taxes, interest and penalties on arrears of property taxes, owing in respect of the Lands;
- (b) second, in payment of real estate commission in an amount not exceeding 7% of the first \$100,000 of the gross selling price and 2.5% of the remainder, plus applicable taxes thereon; and
- (c) third, the balance to the Receiver, to be distributed in accordance with paragraph 11 of this Order.

9. For the purpose of issuing title and in respect of the Lands, the following charges, liens, encumbrances, caveats, mortgages, and certificates of pending litigation be cancelled insofar as they apply to the Lands:

	<b>Party</b>	<b>Nature of Charge</b>	<b>Registration No.</b>
(a)	The Toronto-Dominion Bank	Mortgage	CB374038
(b)	The Toronto-Dominion Bank	Assignment of Rents	CB374039
(c)	Duc Huy Ngo, Jasvir Kaur Johal and Daljit Singh Gill	Mortgage	CB770586

	<b>Party</b>	<b>Nature of Charge</b>	<b>Registration No.</b>
(d)	Duc Huy Ngo, Jasvir Kaur Johal and Daljit Singh Gill	Assignment of Rents	CB770587
(e)	MKR Growers Ltd. and MGB. ENT. Ltd.	Certificate of Pending Litigation	CB1613082
(f)	The Toronto-Dominion Bank	Certificate of Pending Litigation	CB1685944
(g)	Vohora LLP	Certificate of Pending Litigation	CB1700951

together with any other charges, liens, encumbrances, caveats, or certificates of pending litigation registered against the Lands subsequent to the Petitioner's Certificate of Pending Litigation.

#### **Distribution**

10. The distributions authorized and approved by paragraph 11 of this Order shall at all times be subject to (a) the completion of the Transaction; (b) receipt by the Receiver of the proceeds from the sale of the Purchased Assets (the "**Sale Proceeds**") net of any payment obligations under the Purchase Agreement (the "**Net Sale Proceeds**"); and (c) the Receiver retaining from the Net Sale Proceeds a reserve of funds (the "**Holdback Reserve**") in an amount satisfactory to the Receiver sufficient for the payment of:

- (a) the obligations secured by the Receiver's Charge as defined in the Receivership Order;
- (b) any borrowings permitted by the Receivership Order and secured by the Receiver's Borrowing Charge as defined in the Receivership Order;
- (c) amounts owing by the Receiver in respect of (i) its ordinary course post-appointment obligations incurred since the commencement of these receivership proceedings up to and including the date of this Order, and (ii) amounts incurred, or estimated to be incurred, by the Receiver in respect of its ordinary course post-appointment obligations from and after the date of this Order;
- (d) amounts required to be remitted to the Canada Revenue Agency in relation to payroll source deductions and goods and services tax;

- (e) wages and vacation pay owed to employees of the Debtor assessed by the Receiver prior to its appointment in accordance with the *Wage Earner Protection Program Act*; and
- (f) such other obligations or claims for which the Receiver deems it to be prudent in the circumstances to maintain a Holdback Reserve for.

11. Subject to the availability of sufficient Net Sale Proceeds, and the requirement to maintain the Holdback Reserve, the Receiver is authorized to make interim distributions to TD up to the amount of the amount outstanding to TD. For clarity, the Receiver is authorized to make the interim distributions set out herein from any and all proceeds, including by not limited to the Net Sale Proceeds, subject to the requirement to maintain the Holdback Reserve.

12. The Parties hereto and the Purchaser be at liberty to apply for such further and other direction as may be necessary to carry out the full purport and effect of this Order.

13. Endorsement of this Order by counsel appearing on this application other than counsel for the Receiver 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:

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Signature of Catherine Ewasiuk  
Lawyer for the Receiver

By the Court.

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Registrar



**SCHEDULE "A"**

**LIST OF COUNSEL**

<b>Name</b>	<b>Appearing for</b>

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

THE TORONTO-DOMINION BANK

PETITIONER

AND:

UPPAL FARMS & GREENHOUSES LTD., BHALVINDER KAUR  
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CANADA, DUC HUY NGO, JASVIR KAUR JOHAL, DALJIT SINGH  
GILL, MKR GROWERS LTD., MGB ENT. LTD. THE BANK OF  
NOVA SCOTIA, AGRICULTURAL CREDIT CORPORATION, DE  
LAGE LANDEN FINANCIAL SERVICES CANADA INC., LINDE  
CANADA INC. AND ALL TENANTS AND OCCUPANTS OF THE  
SUBJECT LANDS

RESPONDENTS

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**ORDER MADE AFTER APPLICATION  
[APPROVAL OF SALE AND VESTING OF TITLE ORDER]  
[34211 HALLERT ROAD, ABBOTSFORD]**

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DENTONS CANADA LLP  
BARRISTERS & SOLICITORS  
250 Howe Street, 20<sup>th</sup> Floor  
Vancouver, BC V6C 3R8  
Phone No.: (604) 687-4460  
Attention: Catherine Ewasiuk  
File No. 131048-105