

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

ORDER MADE AFTER APPLICATION

) THE HONOURABLE JUSTICE)
BEFORE)) 27 / FEB /2025
) MARZARI)

ON THE APPLICATION of the Deloitte Restructuring Inc., in its capacity as court appointed receiver and manager (the "Receiver"), coming on for hearing at Vancouver, British Columbia on this day, and on hearing Catherine Ewasiuk, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto, and no one else appearing, although duly served;

THIS COURT ORDERS AND DECLARES THAT:

*Pawanbir Singh Uppal, Jagrajbir Kaur Uppal
and Bhalvinder Kaur Thandi on behalf
of themselves*

1. The sale of the lands at 34211 Hallert Road, Abbotsford, British Columbia, legally known and described as:

PID: 006-892-230

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

(the "Lands")

to, Jasleen Sekhon, Vikram Cheema, and Tajveer Sahota (the "**Purchaser**"), with Jasleen Sekhon having a 50% interest in the Lands, Vikram Cheema having a 25% interest in the Lands and Tajveer Sahota having a 25% interest in the Lands, for the purchase price of \$4,010,000 and on the other terms and conditions set out in the contract of purchase and sale dated February 24, 2025, 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:

	Party	Nature of Charge	Registration No.
(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

	Party	Nature of Charge	Registration No.
(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.

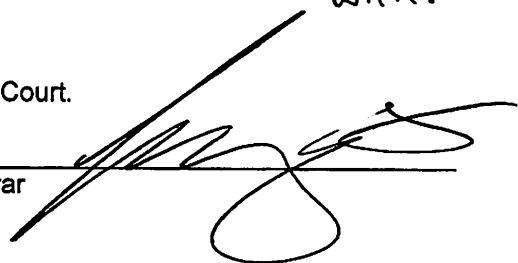
14. Endorsement of this Order by *Pawanbir Singh Uppal and Bhawinder Kaur Thandi*
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT
TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY *and anyone*
CONSENT: *else appearing other than counsel*



Signature of Catherine Ewasiuk
Lawyer for the Receiver

By the Court.

Registrar



For the Receiver is hereby dispensed with.



SCHEDULE "A"
LIST OF COUNSEL

Name	Appearing for
Scott Stephens	Petitioner

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RESPONDENTS

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

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