



NO. S-247413
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 18/DEC/2025 at 9:45 a.m. for the order set out in Part 1 below.

The applicants estimates that the application will take 30 minutes.

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

Part 1: ORDER SOUGHT

1. An order substantially in the form attached hereto as **Schedule “B”** (the **“Order”**):

- (a) approving the activities of the Receiver as set forth in the following reports of the Receiver;
 - (i) First Report to Court, dated February 13, 2025;
 - (ii) Second Report to Court, dated April 11, 2025; and
 - (iii) Third Report to Court, to be filed.(collectively, the "**Reports**")
- (b) approving fees and costs of the Receiver from the period from November 5, 2024 (the "**Date of Receivership**") to June 30, 2025 in the amount of \$133,224.41, plus applicable taxes;
- (c) approving the Receiver's estimated further fees and disbursements of approximately \$30,000.00 (plus applicable taxes) for the period from July 1, 2025 to the completion of this matter;
- (d) approving the activities, fees and disbursements of the Receiver's legal counsel, Dentons Canada LLP ("**Dentons**"), for the period from the Date of Receivership to August 31, 2025 in the amount of \$75,060.88 in respect of fees and costs, plus applicable taxes; and
- (e) approving Dentons' estimated further fees and disbursements of approximately \$15,000.00 (plus applicable taxes) for the period from November 1, 2025 to the completion of this matter;
- (f) approving and authorizing the Receiver to make the Final Distribution (as defined below);
- (g) discharging the Receiver from its duties in these proceedings, upon the Receiver filing the Receiver's Certificate (the "**Receiver's Certificate**"); and
- (h) such further and other relief as this Honourable Court may deem just.

Part 2: FACTUAL BASIS

Background

1. On November 5, 2024, on an application of the Petitioner, Toronto-Dominion Bank (“TD”) and by Order of the Court (the “**Receivership Order**”), Deloitte was appointed as court-appointed receiver (in such capacity, the “**Receiver**”) of all of the assets, undertakings and property of Uppal Farms & Greenhouses Ltd. (“**Uppal Farms**” or the “**Company**”), and certain assets of Bhalvinder Kaur Thandi (“**Bhalvinder**”) and Jagrajbir Kaur Uppal (“**Jagrajbir**”, and together with Bhalvinder, the “**Uppals**”) (the “**Property**”).
2. The Property included, among other things, all assets, undertakings and property of Uppal Farms, including the lands having a civic address of 34211 Hallert Road, Abbotsford, British Columbia (“**Lot 5**”, collectively, the “**Company Property**”), and the lands owned by the Uppals having a civic address of 34050 Hallert Road, Abbotsford, BC (“**Lot 10**”, together with Lot 5, the “**Lands**”).
3. The Property is more fully described in the Receiver’s First Report, dated February 13, 2025 (the “**First Report to Court**”), the Receiver’s Second Report, dated April 11, 2025 (the “**Second Report to Court**”), and the Receiver’s Third Report, dated November 28, 2025 (the “**Third Report to Court**”).
4. On February 27, 2025, on an application of the Receiver, the Court issued an Order that, among other things, approved the sale of Lot 5 for \$4,010,000 and authorized the Receiver to make an interim distribution to TD (the “**Lot 5 Sale and Distribution Order**”).
5. On April 30, 2025, on an application of the Receiver, the Court issued an Order that, among other things, approved the sale of Lot 10 for \$7,900,000 and authorized the Receiver to make another interim distribution to TD (the “**Lot 10 Sale and Distribution Order**”).
6. The Receiver has now completed the sale of Lot 10, whereby substantially all of the Company’s assets have been sold.

Discharge of the Receiver

7. The Receiver now seeks an order discharging the Receiver from its duties pursuant to the Receivership Order and approving its fees from November 5, 2024 to June 30, 2025 (the “**Receiver Fee Period**”) and activities from November 5, 2024 to the date of the Third Report to Court, (the “**Receiver’s Activity Period**”).

and its counsel's fees and activities from November 5, 2024 to October 31, 2025 (the "**Dentons Fee Period**") and the estimated fees to complete the receivership.

8. The Receiver seeks its discharge upon the filing of the Receiver's Certificate, certifying that the following conditions have been met:
 - (a) the sales of Lot 5 and Lot 10 have closed;
 - (b) the Receiver and its legal counsel have passed their accounts in accordance with the Receivership Order, and the activities of the Receiver have been approved; and
 - (c) the Receiver has made all distributions of funds authorized and directed by this Honourable Court prior to the date of the Receiver's Certificate, subject to the Receiver paying the Final Distribution.

Receiver's Activities and Fees

9. The activities of the Receiver in furtherance of its duties pursuant to the Receivership Order, since the date of the First Report to Court, included but were not limited to:

Preparation and Review of Court Application Materials

- (a) reviewing draft Court application materials and providing comments to the Receiver's legal counsel, Dentons, and attending various Court hearings;
- (b) preparing three reports to this Honourable Court, including the Third Report to Court;

Preservation and Marketing of Properties

- (c) Retaining NAI Commercial Realty Ltd. to act as listing agent for the Receiver for Lot 5 and Lot 10;
- (d) coordinating repairs and maintenance work for certain of the Lands, as required, with the assistance of a property manager retained by the Receiver;
- (e) arranging with FortisBC to reactive the gas line to ensure adequate heat in the greenhouses during winter months;

Communications

- (f) attending to numerous discussions with the Petitioner in respect of the status of sales and marketing efforts of the Lands as well as preparation of a status update report to the Petitioner;
- (g) holding multiple meetings with Gurminder to discuss the operations of the Company, obtain updates, and coordinate clean-up of the greenhouses on Lot 10;
- (h) instructing Dentons to assist with various matters, including but not limited to, the collection of various information from the Debtors, preparation of Court application materials and closing documents related the sale and proposed sale of seven parcels of the Lands, review of the loan and security documentation in respect of the Lands, and reviewing various complex tax and other matters;
- (i) attending to numerous correspondence with the Debtors and their counsel in respect of various matters including, among other things, GST matters, Underused Housing Tax matters, the sale of certain of the Lands and the Canada Revenue Agency ("**CRA**") trust examinations;
- (j) communicating with Fruiticana and Windset Farms to direct any outstanding accounts receivable be paid into the Receiver's trust account;
- (k) attending to correspondence from other secured creditors;

Statutory and Other Responsibilities

- (l) closing all utility accounts for the Company and collected a refund from BC Hydro;
- (m) preparing and reviewing payments as well as reconciling cash receipts and disbursements;
- (n) updating the Receiver's website with relevant information relating to these receivership proceedings;
- (o) attending to government reporting matters including, among other things, corresponding with the CRA regarding deemed trust claims and gathering of information in respect of a trust examination; and
- (p) attending to various statutory matters, including paying to the CRA \$51,089 on June 27, 2025 for PSD arrears (the "**PSD Claim**"), paying to Service

Canada \$10,000 on June 23, 2025 (the "**WEPPA Priority Claim**"), and paying to WorkSafe BC \$2,732 on July 9, 2025 (the "**Worksafe Claim**").

10. The Receiver's fees are detailed in the First Affidavit of Jeff Keeble (the "**Deloitte Affidavit**") and the invoices attached thereto.
11. The Receiver's invoiced costs for the period from November 5, 2024 to June 30, 2025, include \$132,583.00 in respect of fees, \$642.00 in respect of disbursements, and \$6,661.00 in respect of taxes, for a total of \$139,886.00 (the "**Receiver Fees**").
12. The Receiver estimates that its fees and disbursements from July 1, 2025 to the completion of this matter will amount to approximately \$30,000.00 (plus applicable taxes) (the "**Receiver Completion Costs**").
13. All of the Receiver's invoices and estimated final costs have been reviewed and approved by the Petitioner.
14. The Receiver has affirmed its belief that the time expended and the fees charged by the Receiver are reasonable in light of the services provided and prevailing market rates for services of this nature.

Dentons' Activities and Fees

15. As further detailed in the First Affidavit of Jordan Schultz (the "**Dentons Affidavit**", together with the Deloitte Affidavit, the "**Fee Affidavits**") and the invoices attached thereto, Dentons has been counsel for the Receiver since November 2024.
16. Dentons has assisted the Receiver with the Activities. With respect to the Activities, and noting that the Receiver retains and has not waived solicitor-client privilege with respect to same, Dentons has, among other things:
 - (a) attended calls and meetings and corresponded with the Receiver regarding advice sought on various matters;
 - (b) attended calls and meetings and corresponded with stakeholders, including the Petitioner, shareholders of the Petitioner, potential purchasers, and others;
 - (c) assisted the Receiver and provided advice with respect to the marketing of the Lands;
 - (d) drafted and revised documents, memoranda and pleadings, including multiple applications to approve sales of certain of the Lands;

- (e) assisted with conveyancing matters in relation to the sale of certain of the Lands; and
 - (f) appeared before the Court to make submissions on behalf of the Receiver on multiple applications.
17. Dentons' invoiced costs for the Dentons Fee Period, include \$65,365.50 in respect of fees, \$1,818.90 in respect of disbursements, and \$7,876.48 in respect of taxes, for a total of \$75,060.88 ("**Dentons Fees**", together with the Receiver Fees, the "**Fees**"). Dentons estimates that its fees and disbursements from November 1, 2025 to the completion of this matter will amount to approximately \$15,000.00 (plus applicable taxes) (the "**Dentons Completion Costs**").
 18. The Receiver has reviewed the invoices of Dentons and the estimated costs to completion and concluded that they are reasonable and appropriate.
 19. The Receiver has affirmed that the services performed by Dentons were at the Receiver's request and that the Receiver believes that the time expended and the fees charged by Dentons are reasonable in light of the services provided and prevailing market rates for fees of this nature.
 20. It is expected that about 32 hours will be required by Dentons to assist in the activities required to be able to conclude the receivership proceedings, including bringing this application to approve the Final Distribution, Receiver's counsel's fees and the Receiver's fees, and filing its final report with the Office of the Superintendent of Bankruptcy, which led to the estimate of projected fees and disbursements.
 21. The Receiver's counsel will issue itemized invoices in respect of additional work done after the Dentons Fee Period to be billed against the estimate of projected fees and disbursements. To the extent any amount is not actually billed, funds will be returned to the Receiver and will not be retained by the Receiver's counsel. If fees exceed the estimate, the Receiver's counsel is prepared to bear the additional costs.

ACC Distribution

22. Agricultural Credit Corporation ("**ACC**") holds a security interest (the "**ACC Security**") against Uppal Farms and the Uppals on all pepper crops and proceeds derived from the sale of such crops (the "**Crops**"), for which cash advances were issued under the *Advance Payments Program of the Agricultural Marketing Programs Act*. Pursuant to a priority agreement made between ACC and TD, the ACC Security ranks prior to any lien or security on the Crops given by the Uppals

to TD. ACC was owed approximately \$213,000 as of February 12, 2025 (the "**ACC Debt**").

23. The funds from the Crops that are held by the Receiver and are subject to the ACC Security are estimated to total \$189,413 (the "**Crop Collections**") before any priority claims, or the allocation of any of the costs of the Receivership Proceedings between ACC and TD. The available funds consist of AR collections by the Receiver of \$162,320 (net of direct collection costs deducted by the customer) plus the \$27,093 realized by the Receiver from Bhalvinder's Khalsa Account (as defined in the First Report to Court).
24. The Receiver has deducted the following costs and priority claim amounts from the Crop Collections (collectively, the "**Crop Costs**"):
 - (a) \$8,537 in Receiver's fees, based on a review of the Receiver's accounts for costs that are directly attributable to the handling, administration, and realization of the Crop Collections;
 - (b) \$3,517 in Dentons' fees, based on a review of Dentons' accounts for costs that are directly attributable to assisting the Receiver in the handling, administration and realization of the Crop Collections; and
 - (c) \$34,020 in priority claims, determined by a general allocation of the \$85,051 in priority claims paid which include the PSD Claim, WEPPA Priority Claim, WorkSafe Claim, and PST Claim (as such terms are defined in the Third Report to Court).
25. The Receiver is proposing to pay ACC a total of \$143,339 (the "**ACC Distribution**"), which is the difference between the Crop Collections of \$189,413 and the Crop Costs of \$46,074.

Final Distribution

26. As of November 21, 2025, the Receiver was holding a total of \$257,671.00 in its estate trust account.
27. As outlined in the Third Report to Court, following the payment of the Receiver Fees and Dentons Fees, and for the reasons stated therein, the Receiver proposes to distribute the funds it currently holds in its account as follows:
 - (a) Firstly, to the Receiver and Dentons for the Receiver Completion Costs and Dentons Completion Costs, respectively, plus any other remaining costs

incidental to the Receiver concluding its administration of these receivership proceedings;

- (b) Secondly, \$143,339.00 to ACC for the ACC Distribution; and
- (c) Lastly, all remaining funds held by the Receiver to be distributed to TD after completing its administration of the estate,

(the "**Final Distribution**").

28. The Receiver submits that the Final Distribution is reasonable and recommends the court approve the Final Distribution.

Part 3: LEGAL BASIS

Discharge of the Receiver

29. There exists no statutory authority for the discharge of a receiver's powers. Unlike a trustee in bankruptcy, a receiver does not have statutory protection from liability in respect of any act or default done by it in the administration of the bankrupt's estate, save and except the protections afforded by section 14.06 of the *Bankruptcy and Insolvency Act*.

30. A receiver may wish "to be discharged once it has completed the substance of its mandate."

Ed Mirvish Enterprises Limited v. Stinson Hospitality Inc. (2009), 181 ACWS (3d) 471 (Ont Sup Ct) at para. 8 ("Ed Mirvish Enterprises").

31. Courts are alive to the lack of statutory authority for such a discharge and have noted that "a receiver's discharge is not addressed by statute. For all of these reasons, requests for full releases are made of the Court."

Ed Mirvish Enterprises at para. 9.

32. On completion of its mandate, a court-appointed receiver should be granted a discharge in the absence of the evidence of any improper or negligent conduct.

Pinnacle Capital Resources Ltd. v. Kraus Inc., 2012 ONSC 6376 at para 47 ("Pinnacle").

33. "A receiver often is concerned that if it is discharged without a full release, it may be required to spend time and money defending an unmeritorious action. Once discharged, there is no ability for the receiver to recover its costs from the estate."

Ed Mirvish Enterprises at para 8.

34. The Receiver submits that in these circumstances it is appropriate to discharge the Receiver save and except for with respect to gross negligence or willful misconduct as:
- (a) the Receiver has substantially completed its mandate with respect to this receivership;
 - (b) the Receiver will be discharged on the filing of the Receiver's Certificate; and
 - (c) there is no evidence of improper or negligent conduct on the part of the Receiver.
35. All stakeholders have been given notice that the Receiver intends to seek a discharge.
36. Therefore, the Receiver submits that it is appropriate in these circumstances to grant a full discharge upon the Receiver filing the Receiver's Certificate.

Approval of Activities

37. The Court has the inherent jurisdiction to approve the activities of a court-appointed receiver. If the receiver has met the objective test of demonstrating that it has acted reasonably, prudently, and not arbitrarily, a court may approve the activities as set out in its reports.

**Leslie & Irene Dube Foundation Inc. v.
P218 Enterprises Ltd., 2014 BCSC 1855 at
para. 54.**

38. Paragraph 3 of the Receivership Order provides that the Receiver is empowered and authorized to, among other things (any defined terms in this paragraph not otherwise defined in this Notice of Application are defined in the Receivership Order):
- (a) take possession of and exercise control over the Property, including the books and records of the Uppals and any and all receipts and disbursements arising out of or from the Property;
 - (b) receive, preserve and protect the Property;
 - (c) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons to assist the Receiver;

- (d) receive and collect all monies and accounts now owed or hereafter owing to the Uppals, and exercise all remedies in collecting these amounts;
 - (e) settle, extent or compromise any indebtedness owing to the Uppals;
 - (f) market any or all of the Property; and
 - (g) report to, meet with and discuss with such affected persons as the Receiver considers appropriate on all matters relating to the Property and the receivership.
39. Approval of Receiver's activities is appropriate in these circumstances because such approval will:
- (a) allow the Receiver and other stakeholders to move forward confidently with concluding these receivership proceedings;
 - (b) bring the Receiver's activities in issue before this Court, providing an opportunity for the concerns of this Court, the Uppals, and/or other stakeholders to be addressed, and any problems to be rectified in a timely way;
 - (c) provide certainty and finality with respect to the activities undertaken by the the Receiver, while providing an opportunity for the Uppals and stakeholders to raise specific objections and concerns;
 - (d) enable this Court, tasked with supervising these receivership proceedings, to satisfy itself that the Receiver's court-mandated activities have been conducted in a prudent and diligent manner;
 - (e) provides protection for the Receiver, not otherwise provided by statute; and
 - (f) protects creditors from delays 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 paras. 12 and 23.
*Sumitomo Canada Limited v. Minto
Metals Corp.*, 2025 YKSC 6at para. 38.**

40. The approval sought by the Receiver is not a general approval of its activities to date. Rather, it is approval of the specific activities taken by the Receiver to date, all of which are detailed in the Reports.
41. The Receiver submits that based on the above, this Honourable Court should approve the Activities as outlined in the Reports.

Approval of Fees

42. Pursuant to the Receivership Order, the Receiver and its legal counsel shall:
- (a) pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Court and may be heard on a summary basis (paragraph 21); and
 - (b) prior to passing of its accounts, be at liberty from time to time to apply reasonable amounts, out of monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court (paragraph 22).
43. Courts have provided direction as to the exercise a supervising court should undertake to approve receiver's fees. This direction includes that it is not necessary to go through the supporting documentation for the fees, line by line, to determine what the appropriate fees are for a receivership. In addition, the supervising court's analysis should not involve second guessing the amount of time spent by a receiver unless it is clearly excessive or overreaching. Generally, courts have directed that supervising courts should consider all the relevant factors, and should award costs (or fees) in a holistic manner.

***Bank of Nova Scotia v. Diemer, 2014
ONSC 365 at para. 19.
Redcorp Ventures Ltd. (Re), 2016 BCSC
188 at para. 28.***

44. On an application to approve a court-appointed officer's fees in an insolvency proceeding, the analysis is:

Whether the fees are fair and reasonable in all of the circumstances. The concerns are ensuring that the monitor is fairly compensated while safeguarding the efficiency and integrity of the CCAA process. As with any inquiry, the evidence proffered will be important in making those determinations.

***Re Nortel Networks Corporation et al,
2017 ONSC 673 at para. 13, citing Winalta***

Inc., Re (2011), 84 C.B.R. (5th) 157 at para. 30.

45. The following considerations are applicable to a court-appointed officer's fees in an insolvency proceeding:
- the nature, extent and value of the assets;
 - the complications and difficulties encountered;
 - the degree of assistance provided by the debtor;
 - the time spent;
 - the receiver's knowledge, experience and skill;
 - the diligence and thoroughness displayed;
 - the responsibilities assumed;
 - the results of the receiver's efforts; and
 - the cost of comparable services when performed in a prudent and economical manner.

Re Nortel Networks Corporation et al, 2017 ONSC 673 at para. 14, citing Bank of Nova Scotia v. Diemer, 2014 ONCA 851 at para. 33, aff'g 2014 ONSC 365.

46. The Receiver submits that the Receiver Fees are fair and reasonable in the circumstances because:
- (a) the Receiver's professional fees and disbursements were properly incurred;
 - (b) the work completed by the Receiver was delegated to the appropriate professionals with the appropriate seniority and appropriate hourly rates;
 - (c) the Receiver Fees in this matter are consistent with fees charged by other insolvency firms of a similar size for work of a similar nature and complexity;
 - (d) the services were performed by the Receiver in a prudent and economical manner; and
 - (e) the Receiver acted in good faith and with due diligence.
47. The Receiver's legal counsel's fees must be fair and reasonable in the circumstances.

48. With respect to the fees and disbursements of counsel for the court-appointed officer in an insolvency proceeding, the following factors are considered:

- (a) the time expended;
- (b) the complexity of the receivership;
- (c) the degree of responsibility assumed by the lawyers;
- (d) the amount of money involved, including reference to the debt, amount of proceeds after realization, payments to the creditors;
- (e) the degree and skill of the lawyers involved;
- (f) the results achieved;
- (g) the ability of the client to pay; and
- (h) the client's expectations as to the fee.

Redcorp Ventures Ltd. (Re), 2016 BCSC 188 ("*Redcorp*") at para. 33.
Nordstrom Canada Retail, Inc., 2023 ONSC 4199 at paras. 24–25.

49. On application to approve a receiver's accounts and the accounts of its legal counsel:

- (a) the accounts should be verified by affidavit;
- (b) the accounts should contain sufficient evidence to permit a court to conclude that what was incurred for services rendered was at the standard rate of charges of the receiver and of the receiver's counsel; and
- (c) the accounts should provide a sufficient description of the services rendered to permit a court to determine whether the liability for fees was properly made or incurred.

Redcorp, at paras. 26, 32.

50. The Receiver submits that the Dentons Fees are fair and reasonable in the circumstances because:

- (a) Dentons spent time assisting the Receiver with various legal issues, as well as preparing pleadings and evidence in connection with the Receiver's court applications and responses;
 - (b) Dentons has assisted the Receiver with all activities, assisting in negotiating with stakeholders, providing legal advice with respect to certain care and maintenance work, preparing court materials, and preparing sale documents;
 - (c) Dentons has assumed responsibility throughout these proceedings and has worked closely with the Receiver throughout;
 - (d) Dentons has staffed its legal team with experienced insolvency lawyers and has properly delegated legal tasks to members of the legal team that had the skills to complete each activity in a cost-effective manner;
 - (e) where necessary, Dentons has staffed its legal team with lawyers outside of the insolvency group, with expertise in financial services; and
 - (f) Dentons has been transparent regarding its fees and the Receiver believes that the Dentons Fees are reasonable in the circumstances.
51. The fees of both the Receiver and its legal counsel are verified by affidavit and relate to work done to complete the receivership proceedings.
52. The Receiver submits that the Receiver Fees and the Dentons Fees in relation to the Activities are fair and reasonable in the circumstances and the Court should approve the Fees set out in the Fee Affidavits.

Part 4: MATERIAL TO BE RELIED ON

- 53. Receivership Order made November 5, 2024;
- 54. Order (sale approval of Lot 5) made February 27, 2025;
- 55. Order (sale approval of Lot 10) made April 30, 2025;
- 56. Affidavit #1 of Jordan Schultz, to be filed;
- 57. Affidavit #1 of Jeff Keeble, to be filed;
- 58. Receiver's First Report to the Court dated February 13, 2025;
- 59. Receiver's Second Report to the Court dated April 11, 2025;

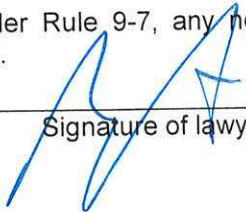
60. Receiver's Third Report to the Court to be filed;

61. Any other such material as 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: 28 / NOV /2025



Signature of lawyer for filing party
Jordan Schultz

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"

SERVICE LIST

As at January 13, 2025

<p>1.0 Deloitte Restructuring Inc., in its capacity as court-appointed Receiver 410 West Georgia Street Vancouver, BC V6B 0S7</p> <p>Attention: Jeff Keeble Kaleb Butt</p> <p>Email: jkeeble@deloitte.com kbutt@deloitte.com</p> <p>2.0 <i>Court-appointed Receiver of Uppal Farms</i></p>	<p>3.0 Dentons Canada LLP 20th Floor, 250 Howe Street Vancouver, BC V5C 3R8</p> <p>4.0 Attention: Jordan Schultz</p> <p>Email: jordan.schultz@dentons.com</p> <p>5.0 nav.sidhu@dentons.com</p> <p>6.0 chelsea.denton@dentons.com</p> <p>7.0</p> <p>8.0 <i>Counsel for the Receiver</i></p>
<p>9.0 Fasken Martineau DuMoulin LLP 550 Burrard Street, Suite 2900 Vancouver, BC V6C 0A3</p> <p>10.0 Attention: Lisa Hiebert</p> <p>11.0 Email : lhiebert@fasken.com</p> <p><i>Counsel for Bank of Nova Scotia</i></p> <p>12.0</p>	<p>13.0 Bank of Nova Scotia</p> <p>14.0 Attention: Gabriella Demmings Justin Mitges</p> <p>15.0 Email : gabriella.demmings@scotiabank.com justinl.mitges@scotiabank.com</p> <p>16.0 <i>Secured Creditor</i></p>
<p>17.0 Attorney General of Canada Department of Justice Canada British Columbia Regional Office 900 – 840 Howe Street Vancouver, BC V6Z 2S9</p> <p>Attention: Jonathan Cooper Oanh Ngo</p> <p>Email: Jonathan.Cooper@justice.gc.ca Oanh.Ngo@justice.gc.ca</p> <p>18.0 <i>Counsel for His Majesty the King in right of Canada as represented by the Minister of National Revenue</i></p>	<p>19.0 Owen Bird Law Corporation Barristers and Solicitors 2900 – 733 Seymour Street Vancouver, BC V6B 0S6</p> <p>20.0 Attention: Scott H. Stephens</p> <p>21.0</p> <p>22.0 Email: sstephens@owenbird.com</p> <p>23.0</p> <p>24.0 <i>Counsel for The Toronto-Dominion Bank</i></p>

<p>25.0 McKenzie Lake Lawyers LLP Suite 300 100 Stone Road West Guelph, ON N1G 5L3</p> <p>Attention: Alexander Verrilli Thomas Manes Sabrina Cartwright</p> <p>26.0 Email: Alexander.Verrilli@mckenzielake.com Thomas.Manes@mckenzielake.com sabrina.lombardi@mckenzielake.com</p> <p>27.0 <i>Counsel for Agricultural Credit Corporation</i></p>	<p>28.0 RJD Law Corporation Unit #14, 15243 91 Avenue Surrey, BC V3R 9K2</p> <p>29.0 Attention: Raymond P. Barreto</p> <p>30.0 Email: raymond@rjdlawcorporation.ca</p> <p>31.0 <i>Counsel for Duc Huy Ngo, Jasvir Kaur Johal, and Daljit Singh Gill</i></p>
<p>32.0 Richards & Richards 10325 150th Street Surrey, BC V3R 4B1</p> <p>33.0 Attention: George H. Richards</p> <p>34.0 Email: litigation@richardslaw.com</p> <p>35.0 <i>Counsel for Duc Huy Ngo, Jasvir Kaur Johal, and Daljit Singh Gill</i></p>	<p>36.0 Virsa Law Group LLP 115 – 5455 152nd Street Surrey, Bc V3S 5A5</p> <p>37.0 Attention: Ian K Sorenson</p> <p>38.0 Email: ian@virsalaw.ca</p> <p>39.0 <i>Counsel for Uppal Farms & Greenhouses Ltd., Bhalvinder Kaur Thandi, Jagrajbir Kaur Uppal, Gurminder Singh Uppal, Pawanbir Singh Uppal</i></p>
<p>40.0 Liberty Law Corporation 106 – 33119 South Fraser Way Abbotsford, BC V2S 2B1</p> <p>41.0 Attention: Harry Virk</p> <p>42.0 Email: harryvirk@libertylawcorp.com</p> <p>43.0 <i>Counsel for MGB ENT. LTD and MKR Growers Ltd.</i></p>	<p>44.0</p>

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

Schedule "B"

Draft Order

Approval of Activities

2. The activities of the Receiver, as set out in:
 - (a) First Report of the Receiver, dated February 13, 2025 (the "**First Report**");
 - (b) Second Report of the Receiver, dated April 11, 2025 (the "**Second Report**"); and
 - (c) Third Report of the Receiver, dated November 28, 2025 (the "**Third Report**").

are hereby approved, provided that Deloitte, in its capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

Approval of Fees and Disbursements

3. The Receiver's statement of actual and estimated receipts and disbursements for the period from November 5, 2024 to June 30, 2025, a copy of which is attached as Appendix "A" to the Third Report, is hereby approved.
4. The Receiver's fees in the amount of \$132,583.00 and the disbursements of the Receiver in the amount of \$642.00 plus applicable taxes, for the period from November 5, 2024 to June 30, 2025, as set out in the Affidavit #1 of Jeff Keeble, made November 28, 2025, be and are hereby approved.
5. The Receiver's estimated further fees and disbursements for the period from July 1, 2025 to the completion of this matter be and are hereby approved, provided that such amount shall not exceed \$30,000.00 (plus applicable taxes).
6. The fees of the Receiver's legal counsel, Dentons Canada LLP ("**Dentons**"), in the amount of \$65,365.50, the disbursements of Dentons in the amount of \$1,818.90, plus applicable taxes in the amount of \$7,876.48, for the period from November 5, 2024 to October 31, 2025, as set out in the Affidavit #1 of Jordan Schultz, made November 28, 2025, be and are hereby approved.
7. Dentons' estimated further fees and disbursements for the period from November 1, 2025 to the completion of this matter be and are hereby approved, provided that such amount shall not exceed \$15,000.00 (plus applicable taxes).

Final Distribution

8. The Receiver is hereby authorized and directed to pay all remaining funds in its hands as follows:
- (a) firstly, to the Receiver and Dentons, in respect of any fees and disbursements in accordance with the amounts approved at paragraphs 4, 5, 6 and 7, respectively, of this Order;
 - (b) secondly, to ACC, on account of the ACC Distribution (as described in the Third Report); and
 - (c) lastly, any residual funds held by the Receiver after completing its administration of the estate to the Toronto-Dominion Bank.
9. Upon:
- (a) the payment of the amounts set out in paragraph 8 hereof; and
 - (b) the Receiver completing any other outstanding activities set out in the Third Report,
- the Receiver shall file a discharge certificate (the "**Receiver's Discharge Certificate**") confirming the foregoing.
10. Upon the filing of the Receiver's Certificate:
- (a) the Receiver shall be released and discharged as Receiver of all of the assets, undertaking and property of Uppal Farms & Greenhouses Ltd. ("**Uppal Farms**") and certain assets, undertakings and property of Bhalvinder Kaur Thandi ("**Bhalvinder**") and Jagrajbir Kaur Uppal ("**Jagrajbir**") (Uppal Farms, Bhalvinder and Jagrajbir, collectively, the "**Debtor**"), provided that notwithstanding its discharge herein the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Deloitte in its capacity as Receiver in this proceeding;
 - (b) Deloitte shall be released and discharged from any and all liability that the Receiver or Deloitte now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Deloitte while acting in its capacity as the Receiver herein, save and except as may result from gross negligence or willful misconduct of the Receiver. Without limiting the generality of the foregoing, and save and except as may result from gross negligence or willful misconduct of the Receiver, Deloitte is hereby

forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in this proceeding; and

- (c) in addition to the rights and protections afforded the Receiver under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and as an officer of this Court, the Receiver and Deloitte shall incur no liability or obligation as a result of its appointment or carrying out of its mandate, save and except as may result from the gross negligence or willful misconduct of the Receiver. Nothing in this Order shall derogate from the rights and protections afforded the Receiver by the *BIA* or any applicable legislation.
11. Notwithstanding its discharge herein, the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein.
12. Endorsement of this Order, other than by counsel for 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 Jordan Schultz
Lawyer for the Receiver

By the Court.

Registrar

SCHEDULE "A"
LIST OF COUNSEL

Name	Appearing for

NO. S-247413
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

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