



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

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|) | THE HONOURABLE JUSTICE |) |
| BEFORE) | BLAKE |) 19 / DEC /2025 |
|) | |) |

ON THE APPLICATION of the Deloitte Restructuring Inc. ("Deloitte"), 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 Nicholas Tsang and Jordan Schultz, 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:

Approval of Activities

1. 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

- 2. 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.
- 3. 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.
- 4. 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).
- 5. 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.
- 6. 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

- 7. 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.

8. 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.

9. 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.

10. 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.
11. 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 Nicholas Tsang
Lawyer for the Receiver

By the Court.



Registrar



SCHEDULE "A"

LIST OF COUNSEL

| Name | Appearing for |
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