



This is the 2nd affidavit
of A. Arenas in this case
and was made on 11 / APR / 2025

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

AFFIDAVIT

I, **AVIC ARENAS**, of 250 Howe Street, 20th Floor, Vancouver, BC, Paralegal, SWEAR THAT:

1. I am employed by the law firm of Dentons Canada LLP, solicitors for Deloitte Restructuring Inc., in its capacity as court appointed receiver and manager (the "**Receiver**"), and as such have personal knowledge of the matters herein deposed to, except those facts which I say are based upon information and belief and as to those facts I truly believe them to be true.
2. The defined terms herein have the same meaning as those in the Notice of Application dated April 11, 2025.
3. Now shown to me and attached hereto as **Exhibit "A"** is a copy of an offer to purchase the property that is located at 34050 Hallert Road, Abbotsford, British Columbia, dated February 19, 2025, for the sum of \$7,000,000.00 (the "**Purchase Agreement**"), including Schedule A thereto.

4. Now shown to me and attached hereto as **Exhibit "B"** is a copy of the confirmation of subject removal in respect of the Purchase Agreement dated February 25, 2025.
5. Now shown to me and attached hereto as **Exhibit "C"** is a copy of the marketing history report prepared by Nai Commercial Vancouver.
6. Now shown to me and attached hereto as **Exhibit "D"** is a copy of the current title search, as at April 11, 2025 with respect to the subject property.
7. Now shown to me and attached hereto as **Exhibit "E"** is a copy of the current Personal Property Registry search results, as at April 11, 2025 with respect to the respondents, Bhalvinder Kaur Thandi and Jagrajbir Kaur Uppal.
8. I swear this affidavit in support of the Receiver's application to approve the sale of the Property.

SWORN BEFORE ME at Vancouver, BC, on
11 / APR / 2025.



A Commissioner for taking Affidavits within
British Columbia



AVIC ARENAS

CATHERINE EWASIUH
Barrister & Solicitor
DENTONS CANADA LLP
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460

This is **Exhibit "A"** referred to in the affidavit of A.
Arenas sworn before me at Vancouver, BC this 11th
day of April, 2025.



A Commissioner for taking Affidavits
For British Columbia

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE COMMERCIAL REAL ESTATE

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clauses 6.1 and 17) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the purchase price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The buyer pays the purchase price or down payment in trust to the buyer's lawyer or notary (who should advise the buyer of the exact amount required) several days before the completion date and the buyer signs the documents.
 - (b) The buyer's lawyer or notary prepares the documents and forwards them for signature to the seller's lawyer or notary who returns the documents to the buyer's lawyer or notary.
 - (c) The buyer's lawyer or notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The buyer's lawyer or notary releases the sale proceeds at the buyer's lawyer's or notary's office.

Since the seller is entitled to the seller's proceeds on the completion date, and since the sequence described above takes a day or more, it is strongly recommended that the buyer deposits the money and the signed documents AT LEAST TWO DAYS before the completion date, or at the request of the conveyancer, and that the seller delivers the signed transfer documents no later than the morning of the day before the completion date.

While it is possible to have a Saturday or Sunday completion date using the Land Title Office's electronic filing system, parties are strongly encouraged NOT to schedule a Saturday completion date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Clauses 7.1 and 18) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.
5. **ADJUSTMENT:** (Clauses 8.1 and 19) The buyer and seller should consider any additional adjustments that are necessary given the nature of the property and how any costs are payable by tenants and whether the seller holds any of the tenant's funds with respect to such costs.

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INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE COMMERCIAL REAL ESTATE (continued)

6. **TITLE:** (Clause 22) It is up to the buyer to satisfy the buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the property and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in clause 22 and Schedule 22, which are staying on title before becoming legally bound. If you as the buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
7. **CUSTOMARY COSTS:** (Clause 31) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:
- attending to execution documents

Costs of clearing title, including:

- discharge fees charged by encumbrance holders,
- prepayment penalties.

Real Estate Commission (plus GST),

Goods and Services Tax (if applicable).

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:

- searching title,
- investigating title,
- drafting documents.

Land Title Registration fees.

Survey Certificate (if required).

Costs of Mortgage, including:

- mortgage company's lawyer/notary,
- appraisal (if applicable),

Land Title Registration fees.

Fire Insurance Premium.

Sales Tax (if applicable).

Property Transfer Tax.

Goods and Services Tax (if applicable).

In addition to the above costs there maybe financial adjustments between the seller and the buyer pursuant to Clause 19.

8. **RISK:** (Clause 32) The buyer should arrange for insurance to be effective as of 12:01 am on the earlier of the completion date. The seller should maintain the seller's insurance in effect until the later of the date the seller receives the proceeds of sale, or the date the seller vacates the property.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold commercial real estate. If your transaction involves: a building under construction, an operating business with or without employees being hired, a sale and purchase of shares in the owner of the property, the purchase of a leasehold interest, other special circumstances, additional provisions, not contained in this form, may be needed, and professional advice should be obtained.



BCrea
British Columbia Real Estate Association



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS® NO: C8064863

DATE: February 19, 2025

PART 1 – INFORMATION SUMMARY

1. Prepared By			
1.1	Name of Brokerage <u>NAI Commercial (B.C.) Ltd.</u>		
1.2	Brokerage Address <u>1300-1075 West Georgia Street Vancouver</u>	BC	V6S 3C9 Phone No. (604) 683-7535
1.3	REALTOR®'s Name <u>J-D Murray</u>		
1.4	Personal Real Estate Corporation		
1.5	REALTOR®'s Email Address <u>jdsmurray@naicommercial.ca</u>	Fax No.	
1.6	Brokerage Phone No. <u>6046837535</u>	Fax No.	
2. Parties to the Contract			
2.1	Seller <u>Deloitte Restructuring Inc., in its capacity as Receiver of the property located</u> Seller <u>at 34050 Hallert Road in Abbotsford, and not in its personal capacity</u> Seller _____		
2.2	Seller's Address <u>410 West Georgia Street</u>	<u>Vancouver</u>	BC <u>V6B 0S7</u>
2.3	Seller's Phone No.	Fax No.	
2.4	Seller's Email Address		
2.5	Seller's Incorporation No.	2.6	Seller's GST No.
2.7	Buyer <u>1527565 B.C. Ltd.</u> Buyer _____ Buyer _____		
2.8	Buyer's Address <u>307 2777 Gladwin Road</u>	<u>Abbotsford</u>	BC <u>V2T4V1</u>
2.9	Buyer's Phone No.	Fax No.	
2.10	Buyer's Email Address		
2.11	Buyer's Incorporation No.	2.12	Buyer's GST No.
3. Property			
3.1	Civic Address of Property <u>34050 Hallert Road</u>	<u>Abbotsford</u>	BC <u>V3G 1P9</u>
3.2	Legal Description of Property <u>PARCEL "B" (J147113E) LOT 10 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A</u>		
PID		<u>006-892-621</u>	



BUYER'S INITIALS



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4. Purchase Price	\$7,000,000.00	Clause
4.1		
Seven Million	Dollars	14
5. Deposit		Clause
5.1 Deposit to be provided by the following date: <input checked="" type="checkbox"/> within 48 hours of acceptance of offer or counter-offer <input type="checkbox"/> date _____ <input type="checkbox"/> other _____		15
5.2 Amount of Deposit \$250,000.00	Two Hundred Fifty Thousand	15
5.3 Deposit to be paid in trust to NAI Commercial (B.C.) Ltd.		15
6. Completion Date		
6.1 Completion Date 30 days after Court approval		17
7. Possession Date		
7.1 Possession Date 1 day after Completion Date		18
7.2 Vacant Possession <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7.3 All Existing Tenancies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	18
8. Adjustment Date		
8.1 Adjustment Date 1 day after Completion Date		19
9. Viewing Date		
9.1 Viewing Date		21
10. Agency Disclosure		
10.1 Seller's Designated Agent	REALTOR® <u>J-D Murray</u> REALTOR® <u>Gary Haukland</u> Brokerage <u>NAI Commercial (B.C.) Ltd.</u>	38A
10.2 Buyer's Designated Agent	REALTOR® _____ REALTOR® _____ Brokerage _____	38B
10.3 Limited Dual Agency Designated Agent	REALTOR® _____ REALTOR® _____ Brokerage _____	38C
10.4 Date of Limited Dual Agency Agreement		38C

BUYER'S INITIALS

SELLER'S INITIALS

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11. Acceptance		
11.1 Offer Open Until – Date	Time	44
12. Schedules		
15 Deposit	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	15
16A Buyer's Conditions	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	16
16B Seller's Conditions	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	16
18 Accepted Tenancies	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	18
20A Additional Included Items	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	20
20B Excluded Items	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	20
22 Additional Permitted Encumbrances	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	22
23 Additional Seller's Warranties and Representations	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	23
24 Additional Buyer's Warranties and Representations	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	24
40 Additional Terms	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	40

PART 2 – TERMS

- 13. INFORMATION SUMMARY:** The Information Summary being Part 1 to this Contract of Purchase and Sale for Commercial Real Estate and the Schedules attached to this Contract of Purchase and Sale for Commercial Real Estate, form an integral part of this offer. The Seller and Buyer acknowledge that they have read all of Part 1 and Part 2 and the Schedules to this Contract of Purchase and Sale for Commercial Real Estate.
- 14. PURCHASE PRICE:** The purchase price of the Property will be the amount set out in Clause 4.1 (Purchase Price).
- 15. DEPOSIT:** A deposit in the amount set out in Clause 5.2 which will form part of the Purchase Price, will be paid in accordance with Clause 26 except as otherwise set out in Schedule 15 and on the terms set out in Schedule 15. All monies paid pursuant to this Clause (the "Deposit") will be delivered in trust to the party identified in Clause 5.3 and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.
- 16. CONDITIONS:** The obligations of the Buyer described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16A, if any (the "Buyer's Conditions"). The Buyer's Conditions are inserted for the sole benefit of the Buyer. The satisfaction or waiver of the Buyer's Conditions will be determined in the sole discretion of the Buyer and the Buyer agrees to use reasonable efforts to satisfy the Buyer's Conditions. The Buyer's Conditions may only be satisfied or waived by the Buyer giving written notice (the "Buyer's Notice")



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to the Seller on or before the time and date specified for each condition. Unless each Buyer's Condition is waived or declared fulfilled by delivery of the Buyer's Notice to the Seller on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

The obligations of the Seller described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16B, if any (the "Seller's Conditions"). The Seller's Conditions are inserted for the sole benefit of the Seller. The satisfaction or waiver of the Seller's Conditions will be determined in the sole discretion of the Seller and the Seller agrees to use reasonable efforts to satisfy the Seller's Conditions. These conditions may only be satisfied or waived by the Seller giving written notice (the "Seller's Notice") to the Buyer on or before the time and date specified for each condition. Unless each Seller's Condition is waived or declared fulfilled by delivery of the Seller's Notice to the Buyer on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

17. **COMPLETION:** The sale will be completed on the date specified in Clause 6.1 (Completion Date) at the appropriate Land Title Office.
18. **POSSESSION:** The Buyer will have possession of the Property at the time and on the date specified in Clause 7.1 (Possession Date) with vacant possession if so indicated in Clause 7.2, or subject to all existing tenancies if so indicated in Clause 7.3; or subject to the specified tenancies set out in Schedule 18, if so indicated in Clause 12 (if Clause 7.3 or 12 is selected, such tenancies shall be the "Accepted Tenancies").
19. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, tenant deposits including interest, prepaid rents, and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the date specified in Clause 8.1 (the "Adjustment Date").
20. **INCLUDED ITEMS:** The Purchase Price includes the Accepted Tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, together with those items set out in Schedule 20A but excluding those items set out in Schedule 20B.
21. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on the date specified in Clause 9.1.
22. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, the Accepted Tenancies and any additional permitted encumbrances set out in Schedule 22.
23. **ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Seller makes the additional representations and warranties set out in Schedule 23 to the Buyer.
24. **ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Buyer makes the additional representations and warranties set out in Schedule 24 to the Seller.



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- 25. GST:** In addition to the Purchase Price, the applicable Goods and Services Tax ("GST") imposed under the *Excise Tax Act* (Canada) (the "Act") will be paid by the Buyer. On or before the Completion Date, the Buyer may confirm to the Seller's Lawyer or Notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the Buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the Buyer will pay the applicable GST to the Seller on the Completion Date and the Seller will then remit the GST as required by the Act. All taxes payable pursuant to the *Provincial Sales Tax Act* arising out of the purchase of the Property, will be paid by the Buyer and evidence of such payment will be provided to the Seller.
- 26. TENDER:** Tender or payment of monies by the Buyer to the Seller will be by bank draft, wire transfer, certified cheque, or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 27. DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 27A. SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (A) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); and (B) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.
- 28. TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 29. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 30. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 31. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.



BUYER'S INITIALS





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- 32. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.
- 33. GOVERNING LAW:** This Contract will be governed by the laws of the Province of British Columbia. The parties submit to the exclusive jurisdiction of the courts in the Province of British Columbia regarding any dispute that may arise out of this transaction.
- 34. CONFIDENTIALITY:** Unless the transaction contemplated by this Contract is completed, the Buyer and the Seller will keep all negotiations regarding the Property confidential, and the Buyer will not disclose to any third party the contents or effect of any documents, materials or information provided pursuant to or obtained in relation to this Contract without the prior written consent of the Seller, except that each of the Buyer and the Seller may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and except that the Buyer and the Seller may disclose the same as required by law or in connection with any regulatory disclosure requirements which must be satisfied in connection with the proposed sale and purchase of the Property.
- 35. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 36. SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and any attached Schedules. All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Date, unless otherwise agreed in writing.
- 37. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "REALTOR(s)") described in Clause 38, the real estate boards of which those Brokerages and REALTOR*s are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein;
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - D. for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.
- The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.
- 38. AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

B		
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BUYER'S INITIALS

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 INITIALS

A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with the Designated Agent(s)/REALTOR®s specified in Clause 10.1 who is/are licensed in relation to the brokerage specified in Clause 10.1.

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 INITIALS

B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with the Designated Agent(s)/REALTOR®(s) specified in Clause 10.2 who is/are licensed in relation to the brokerage specified in Clause 10.2.

 INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with the Designated Agent(s)/REALTOR®(s) specified in Clause 10.3 who is/are, licensed in relation to the brokerage specified in Clause 10.3, having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated the date set out in Clause 10.4.

		
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 INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSA form "Disclosure of Risks to Unrepresented Parties" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

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 INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFSA form "Disclosure of Risks to Unrepresented Parties" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

39. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in clause 45(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

39A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

40. ADDITIONAL TERMS: The additional terms set out in Schedule 40 are hereby incorporated into and form a part of this Contract.

41. ACCEPTANCE IRREVOCABLE:

		
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 BUYER'S INITIALS

SEAL

The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 41. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, the Seller's acceptance is irrevocable including without limitation during the period prior to the date specified for the Buyer to either:

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 SELLER'S INITIALS

SEAL

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

		
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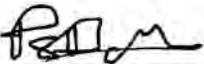

 BUYER'S INITIALS

--	--	--

 SELLER'S INITIALS

PROPERTY ADDRESS

- 42. COUNTERPARTS:** The parties agree that this Contract of Purchase and Sale and any amendments or attachments thereto may be executed in counterparts by the parties and delivered originally or by facsimile, email, or other means of electronic transmission. Each such counterpart when so executed and delivered is deemed to be an original and all such counterparts of a relevant document taken together shall constitute one and the same relevant document as though the signatures of all the parties were upon the same document.
- 43. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**
- 44. OFFER:** This offer, or counter-offer, will be open for acceptance until the time and date specified in Clause 11.1 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.


 

BUYER

1527565 B.C. Ltd.

PRINT NAME


WITNESS

_____ 

BUYER

PRINT NAME

WITNESS

_____ 

BUYER

PRINT NAME

WITNESS

- 45. ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the cash proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested, forthwith after completion.

Seller's acceptance is dated this _____ day of February yr. 2025.

The Seller declares their residency:


RESIDENT OF CANADA

--	--	--

 INITIALS NON-RESIDENT OF CANADA

--	--	--

 INITIALS as defined under the *Income Tax Act*.


_____ 

SELLER

Deloitte Restructuring Inc.

PRINT NAME


WITNESS

_____ 

SELLER

PRINT NAME

WITNESS

_____ 

SELLER

PRINT NAME

WITNESS

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®)

BC 2053 REV. NOV 2023

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Doc ID: f15fc3ca616f4f6fdb8c8d90dd23ae78e233676



CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE

MLS® NO: C8064863

DATE: February 19, 2025

RE: ADDRESS: 34050 Hallert Road Abbotsford BC V3G 1P9

PARCEL "B" (J147113E) LOT 10 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A

LEGAL DESCRIPTION

PID: 006-892-621

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED February 19 2025

MADE BETWEEN 1527565 B.C. Ltd. AS BUYER(S), AND

Deloitte Restructuring Inc. AS SELLER(S) AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

Schedule 16A - Buyer's Conditions

The agreement arising on acceptance of this Contract is subject to and conditional upon the Buyer, at the Buyer's sole expense:

a) obtaining suitable financing

These conditions (the "Conditions Precedent") are for the sole benefit of the Buyer and may be unilaterally be waived by the Buyer in writing given to the Seller thereby rendering this agreement firm and binding on both parties. If the Buyer has failed to give notice or waive these Conditions Precedent on or before thirty (30) days from acceptance of this Contract, the agreement arising on the acceptance shall be null and void and neither party shall have any further legal obligations to the other thereafter under this agreement.

Schedule 16B - Seller's Conditions

See attached Schedule "A"

Schedule 20A - Additional Included Items

See attached "Uppal Farms & Greenhouses Ltd. - Equipment List."

The Buyer confirms the receipt of independent GST advice concerning the obligation to pay GST and will be responsible to pay any GST and apply for any GST rebate in connection with this transaction.

 BUYER 1527565 B.C. Ltd. PRINT NAME	SEAL BUYER PRINT NAME	SEAL BUYER PRINT NAME
WITNESS	WITNESS	WITNESS
SEAL SELLER Deloitte Restructuring Inc. PRINT NAME	SEAL SELLER PRINT NAME	SEAL SELLER PRINT NAME
WITNESS	WITNESS	WITNESS

SCHEDULE "A"
(Court Approved Sale)

DATE: February 19, 2025

CONTRACT OF PURCHASE AND SALE RE PID: 006-892-621; Parcel "B" (J147113E) Lot 10 Section 3 Township 17 New Westminster District Plan 649A (the "**Property**")

The following terms replace, modify and where applicable override the terms of the Contract of Purchase and Sale, including any addenda and/or amendments thereto (collectively, the "**Contract of Purchase and Sale**"). Where a conflict arises between the terms of this Schedule and the Contract of Purchase and Sale, the terms of this Schedule shall apply and govern. Notwithstanding any term or condition of the Contract of Purchase and Sale, the parties hereto agree as follows:

1. All references to Vendor/Seller in the Contract of Purchase and Sale and in this Schedule mean Deloitte Restructuring Inc., as Court appointed Receiver and Manager of Uppal Farms & Greenhouses Ltd. (the "**Receiver**"), and not in its personal capacity, pursuant to a Receivership Order made by The Supreme Court of British Columbia (the "**Court**") in a proceeding between The Toronto-Dominion Bank, as plaintiff, and Uppal Farms & Greenhouses Ltd., a defendant, and the other defendants therein.
2. The Receiver is not contractually or otherwise liable to any party in any way under the Contract of Purchase and Sale and shall not be under any obligation to advocate for the Court's acceptance of the Contract of Purchase and Sale. The only obligation of the Receiver will be to facilitate the completion of a sale once all conditions have been met and complied with, including Court approval and the expiry of any appeal period, subject to the Receiver's discretion.
3. The Buyer accepts the Property "as is, where is" and agrees to save the Receiver harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.
4. The Buyer acknowledges and agrees that the Receiver makes no representations or warranties whatsoever with respect to the Property. The Buyer acknowledges and agrees that they have relied entirely upon their own inspection and investigation with respect to quantity, quality and value of the Property.
5. With respect to environmental matters, and without limiting the generality of the foregoing, the Buyer agrees that they are responsible to investigate the environmental condition of the Property to their satisfaction and that they are responsible to satisfy themselves, and is relying on their own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Property is satisfactory to the Buyer and the environmental condition of the Property is otherwise acceptable. Contaminants includes, without limitation, any contaminant, pollutant, underground or aboveground tank, asbestos materials, urea formaldehyde, deleterious substance, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, orders or other lawful requirements of any governmental authority having jurisdiction over the Property.
6. The Receiver is not and will not be liable to the Buyer nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses for damage caused to the Property by the registered owner of the Property or their tenants, guests, assigns, agents or by persons unknown.
7. This Contract of Purchase and Sale is subject to approval by the Court, with the real estate commission in respect of this contract of Purchase and Sale to be paid only if the sale completes pursuant to an order of the Court. This condition is for the sole benefit of the Receiver.
8. This Contract will become public information prior to the Court approval date and competing purchasers will have the ability to submit higher offers. The Buyer will have the ability (subject to the Court's discretion) to modify the Contract to respond to competing offers and it is recommended that the Buyer seek independent legal advice to advance its own offer to the Court. So long as it remains in force the Receiver will be complying with The Supreme Court of British Columbia's Practice Direction – 62 "Sealed Bid Process for Foreclosures and Other Matters Involving the Sales of Land" and the Buyer hereby acknowledges and agrees to that Bid Process and any amendments thereto. The Receiver may be compelled to advocate that the court consider a further tender process be undertaken, or that other offers be accepted, in order to obtain the highest price for the Property. The Receiver gives no undertaking to advocate for the acceptance of this offer. To protect their interest in purchasing

the Property, the Buyer acknowledges and agrees that they should attend at any future court hearing in person or by agent and be prepared there, or as may otherwise be directed by the court, to make such amended or increased offer to purchase the Property as the court may permit or direct.

9. This Contract of Purchase and Sale may be terminated at the Receiver's sole option if at any time prior to Court approval the Receiver determines it is inadvisable to present this Contract of Purchase and Sale to the Court for any reason whatsoever, and in any such event the Receiver shall have no further obligations or liability to the Buyer under this Contract of Purchase and Sale or otherwise. This condition is for the sole benefit of the Receiver.
10. The Buyer acknowledges and agrees that they are purchasing title to the Property free and clear of all encumbrances of the parties to the proceedings concerning the Property in accordance with such vesting order as may be made in the said proceedings except: subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties contained in the original grant or contained in any other grant or disposition from the Crown registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies, if any, and except as otherwise set out herein.
11. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Receiver may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit, will be absolutely forfeited to the Receiver on account of damages, and not in substitution therefore, without prejudice to the Receiver's other remedies.
12. No property condition disclosure statement concerning the Property forms part of this Contract of Purchase and Sale whether or not such a statement is attached to it.
13. The Purchase Price does not include Goods and Services Tax ("GST"), Provincial Sales Tax ("PST"), Harmonized Sales Tax, property transfer tax, or any other tax that may be applicable (collectively, "Taxes"). The Buyer will be liable for and shall pay all Taxes and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Property by the Receiver to the Buyer. On the completion date for the sale, the Buyer will provide the Receiver with a certificate signed by the Buyer or its officer confirming the Buyer's GST and PST registration numbers together with an undertaking to self-assess and remit any GST or PST payable in respect of the transaction and an indemnity in that regard in a form acceptable to the Receiver, and, in any event, the Buyer shall pay any and all Taxes payable in respect of the purchase of the Property hereunder, and shall fully comply with the provisions of the federal Excise Tax Act, Provincial Sales Tax Act and Property Transfer Tax Act. The Buyer shall obtain its own legal, accounting and other professional advice as to GST and PST and any other Taxes.
14. The Buyer waives any right it may have with respect to confirmation and/or acknowledgement of the residency of the Receiver and/or registered or beneficial owner(s) of the Property and expressly agrees, represents and warrants that it will not withhold any portion of the sale proceeds for any reason pertaining to the residency of the Receiver and/or registered or beneficial owner(s) of the Property. In that regard, the Buyer agrees, represents and warrants that it has performed its own investigation and due diligence with respect to the residency of the Receiver and/or registered or beneficial owner(s) of the Property and, to the extent necessary, has incorporated any associated risks into its purchase price.
15. The Receiver may, at its sole discretion, extend the Completion Date by up to 15 business days.
16. The Buyer acknowledges and agrees that the Receiver shall not be liable to the Buyer for any loss, damage or expense, whether in contract, law or by statute, arising out of or related in any way to the Receiver's failure to deliver vacant possession to the Buyer on the Possession Date or thereafter provided that, if vacant possession is required to be delivered to the Buyer under the Contract of Purchase and Sale, the Receiver makes reasonable efforts to deliver vacant possession through a writ of possession or such other lawful enforcement means as the Receiver considers advisable in its sole discretion.
17. If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the Buyer's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Receiver as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Receiver may have at law or in equity against the Buyer. In accordance with s. 30(1)(g) and 30(2)(b) of the *Real Estate Services Act*, the Buyer and Receiver hereby agree to the release of the Deposit and accrued interest thereon to the Receiver, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Receiver, upon written demand

from the Receiver or its counsel confirming that the Buyer has failed or refused to complete the purchase and sale herein contemplated despite the Buyer's conditions having been satisfied or waived.

18. All funds payable in connection with this Contract of Purchase and Sale will be by certified cheque or bank draft and shall be delivered by prepaid courier to the solicitor acting for the Receiver.
19. This Schedule may be executed in one or more counterparts, each of which will be an original, and all of which together will constitute a single instrument. This Schedule may be signed and/or transmitted by fax or by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and such electronic record will be as valid and effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that the electronic signatures appearing on this Schedule will be treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

Witness



Buyer

Witness

Buyer

Witness

Deloitte Restructuring Inc. in its capacity as Receiver
of the property located at 34050 Hallert Road in
Abbotsford, and not in its personal capacity.

Schedule 20A

Uppal Farms & Greenhouses Ltd. - Equipment List

1. Berg electric carts for rows = 12 carts
2. Hand push carts for rows = 15 carts
3. Crone boilers 53,000,000 BTU with natural gas and heating oil setups = 3 boilers
(2003/2005/2016)
4. Bell pepper sorting pack line 2006 aweta 2 lane with bin tipper and sinclair label system.
5. Canadian climatology systems Irrigation until = 2
6. Box erector I PAK Machinery = 1
7. Pallet Jack's 2500bl = 2
8. Clean out aluminum bins = 4
9. Tarps for clean out = 25 rolls
10. Hedge trimmer/cart rig for cutting down plants
11. Priva climate controlled Greenhouse
12. PTI case label system
13. Industrial genset
14. Double walled inviro safe heating oil tank 18,000 liters.
15. Picking 100 macro bins
16. Picking 500 plastic totes

B

Your Relationship with a Real Estate Professional

Real estate professionals have a regulatory requirement to present you with this consumer information before providing services to you.

This information explains the different relationships you can have with a real estate professional to buy, sell or lease property. Before you disclose confidential information to a real estate professional regarding a real estate transaction, you should understand what type of business relationship you have with that individual.

You can work with a real estate professional in one of the following ways:

AS A CLIENT

If you are the client of a real estate professional, they work on your behalf. The real estate professional representing you has special legal duties to you, including:

- **Loyalty.** They will act only in your best interests.
- **Full disclosure.** They must tell you everything they know that might influence your decision in a transaction.
- **Avoid conflicts of interest.** They must avoid any situation that would affect their duty to act in your best interests.
- **Confidentiality.** They must not reveal your private information without your permission, even after your relationship ends. That includes:
 - your reasons for buying, selling or leasing
 - your minimum/maximum price
 - any preferred terms and conditions you may want to include in a contract

When you become a client, you may be asked to sign a written agreement setting out your and the real estate professional's responsibilities.

AS A NON-CLIENT

A real estate professional who is not representing you as a client does not owe you special legal duties:

- **No loyalty.** They may be representing a client with competing interests to yours in a transaction. They must be loyal to their client, not you.
- **No duty of full disclosure.** They do not have a duty to give you all relevant information.
- **No duty to avoid conflicts.** They are not acting in your interests.
- **No confidentiality.** They must share any information you tell them with their clients in a transaction.

As a non-client, a real estate professional may give you only limited services.

Whenever a real estate professional works with you in a real estate transaction, whether you are their client or not, they have a responsibility to act honestly and with reasonable care and skill.

BC Financial Services Authority

Is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you. We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference.

Your Relationship with a Real Estate Professional

DISCLOSURE OF REPRESENTATION IN TRADING SERVICES

This is a required disclosure form in compliance with sections 54 of the Real Estate Services Rules. Your real estate professional must present the Your Relationship with a Real Estate Professional information page to you along with this disclosure form.

REAL ESTATE PROFESSIONAL DISCLOSURE DETAILS

I disclose that I am (check one):

- ☐ representing you as my client
☒ **not** representing you as a client

J-D Murray

Name

J-D Murray, Gary Haukeland

Team name and members, if applicable. The duties of a real estate professional as outlined in this form apply to all team members

NAI Commercial (B.C.) Ltd.

Brokerage

Signature

February 18, 2025

Date

Notes:

Parm & Jasbir Badhesa - 34050 Hallert Road

CONSUMER ACKNOWLEDGMENT:

This is **NOT** a contract

I acknowledge that I have received the **Your Relationship with a Real Estate Professional** consumer information page and this disclosure form.

Name (optional)

B

Name (optional)

February 18, 2025

Initials (optional)

Date

Initials (optional)

Date

A copy of this disclosure is not required to be provided to BC Financial Services Authority unless it is specifically requested

Not a Client? Know the Risks

Real estate professionals have a regulatory requirement to present you with this consumer information.

BC Financial Services Authority is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you. We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference.

This information from BC Financial Services Authority explains the risks of working with a real estate professional who is already representing a client in the same transaction.

We recommend that you seek independent representation in this real estate transaction.

BE CAUTIOUS.

The real estate professional who gave you this form is already representing a client in this transaction. They owe a duty of loyalty to that client and must work in that client's best interests. They cannot represent you or work in your interests in this transaction.

This real estate professional must tell their client any relevant information you share with them. For example, if disclosed by you, they must share the following information:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

Only share information that you are comfortable being disclosed to the other party in this transaction.

This real estate professional can only provide you very limited services. Because this real estate professional must be loyal to their client and work in their client's interest, they can only give you limited assistance.

THEY CANNOT:

- ✗ give you advice on an appropriate price
- ✗ give you advice about any terms and conditions to include in a contract
- ✗ negotiate on your behalf
- ✗ share any of their client's confidential information with you, like:
 - their minimum/maximum price
 - their reason for buying/selling/leasing.
- ✗ protect your confidential information

THEY CAN:

- ✓ share general information and real estate statistics
- ✓ show a property and provide factual information about the property
- ✓ provide you with standard real estate forms and contracts
- ✓ fill out a standard real estate contract
- ✓ communicate your messages and present your offers to their client

Not a Client? Know the Risks

DISCLOSURE OF RISKS TO UNREPRESENTED PARTIES

This is a required disclosure form in compliance with section 55 of the Real Estate Services Rules. A real estate professional must present the Not a Client? Know the Risks information page to you along with this form.

REAL ESTATE PROFESSIONAL DISCLOSURE DETAILS

I am already representing a client in this transaction and working in only their best interest. I am not representing you or acting on your behalf.

J-D Murray

Name

J-D Murray, Gary Haukeland

Team name and members The duties of a real estate professional as outlined in this form apply to all team members.

NAI Commercial (B.C.) Ltd.

Brokerage



Signature

February 18, 2025

Date

34050 Hallert Road

Property address

Notes:

Parm & Jasbir Badhesa - 34050 Hallert Road

CONSUMER ACKNOWLEDGMENT:

This is NOT a contract

I acknowledge that I have received the **Not a Client? Know the Risks** consumer information page and this disclosure form.

I understand that the real estate professional named above is not representing me as a client or acting on my behalf in this transaction.

Name (optional)



Initials (optional)

February 18, 2025

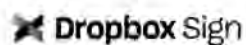
Date

Name (optional)

Initials (optional)

Date

A copy of this disclosure is not required to be provided to BC Financial Services Authority unless it is specifically requested.



Audit trail

Title	34050 Hallert Road - Offer to Purchase (Badhesa) - February...
File name	OTP_-_34050...8__2025.pdf and 5 others
Document ID	f15fc3ca616f4f6fbd8c8d90dd23ae78a2330767
Audit trail date format	MM / DD / YYYY
Status	• Signed

Document History

 SENT	02 / 20 / 2025 03:35:37 UTC	Sent for signature to Parm Singh Badhesa (parmb@live.com) from jdmurray@naicommercial.ca IP: 24.85.228.122
 VIEWED	02 / 20 / 2025 03:59:33 UTC	Viewed by Parm Singh Badhesa (parmb@live.com) IP: 70.69.217.120
 SIGNED	02 / 20 / 2025 04:01:41 UTC	Signed by Parm Singh Badhesa (parmb@live.com) IP: 70.69.217.120
 COMPLETED	02 / 20 / 2025 04:01:41 UTC	The document has been completed.

This is **Exhibit "B"** referred to in the affidavit of A. Arenas sworn before me at Vancouver, BC this 11th day of April, 2025.



A Commissioner for taking Affidavits
For British Columbia



CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE

MLS® NO: C8064863DATE: February 25, 2025RE: ADDRESS: 34050 Hallert Road Abbotsford BC V3G 1P9

PARCEL "B" (J147113E) LOT 10 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A

LEGAL DESCRIPTION

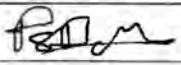

PID: 006-892-621FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED February 18 2025MADE BETWEEN 1527565 BC Ltd. AS BUYER(S), ANDDeloitte Restructuring Inc. AS SELLER(S) AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

The Buyer hereby waives the following Conditions:

a) obtaining suitable financing


These conditions (the "Conditions Precedent") are for the sole benefit of the Buyer.

BUYER


1527565 BC Ltd.

PRINT NAME





BUYER

PRINT NAME



BUYER


PRINT NAME

WITNESS  

SELLER


Deloitte Restructuring Inc.

PRINT NAME

WITNESS 

SELLER

PRINT NAME

WITNESS 

SELLER

PRINT NAME

WITNESS

WITNESS




WITNESS



Audit trail

Title	34050 Hallert Road - Subject Removal Addedum (Badhesa) ~...
File name	OTP_Subject_Remov...Buyer_Signed_.pdf
Document ID	260c819df1a690f5f89b9c95d54ab491e2053b2f
Audit trail date format	MM / DD / YYYY
Status	■ Signed

Document History

 SENT	03 / 25 / 2025 23:08:25 UTC	Sent for signature to Jeff Keeble (jkeeble@deloitte.ca) from jdmurray@naicommercial.ca IP: 216.210.108.130
 VIEWED	03 / 25 / 2025 23:31:38 UTC	Viewed by Jeff Keeble (jkeeble@deloitte.ca) IP: 24.206.74.28
 SIGNED	03 / 25 / 2025 23:32:21 UTC	Signed by Jeff Keeble (jkeeble@deloitte.ca) IP: 24.206.74.28
 COMPLETED	03 / 25 / 2025 23:32:21 UTC	The document has been completed.

This is **Exhibit "C"** referred to in the affidavit of A. Arenas sworn before me at Vancouver, BC this 11th day of April, 2025.

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a smaller, more complex flourish.

A Commissioner for taking Affidavits
For British Columbia

NAI Commercial



MARKETING UPDATE

Date: April 2, 2025

34050 Hallert Road
Abbotsford, BC

Days on the Market

206 days (September 6, 2024 – present at the time of this report)

List Price

\$9,450,000

(Reduced from \$12,999,999 and \$15,499,000)

Assessed Value for 2025: \$5,417,126

The property was listed by NAI Commercial on September 6, 2024 for \$15,499,000 at the request of the lender and defaulted borrower. Deloitte Restructuring Inc. was made court appointed Receiver on November 5, 2024, and we subsequently reduced the price to \$12,999,999 on December 2, 2024, and further reduced the price to \$9,450,000 on January 24, 2025. Prior to September 2024, the property was listed by the borrower for \$14,500,000 from April 2016 to April 2017 with BC Farm & Ranch

Offers to Date (to The Borrower)

Date: October 31, 2024

Buyer: Talraj Singh Bahi

Price: \$5,299,000 (subject to due diligence until November 29, 2024)

Comments: The Seller did not respond and the offer expired on November 1st 2024.

Offers to Date (to The Receiver)

Date: December 6, 2024

Buyer: Darvonda Nurseries Ltd.

Price: \$4,000,000 (subject free)

Comments: The Buyer's agent relayed that this purchasing group is very familiar with the property – having visited the site since the defaulted borrower had it listed prior to NAI Commercial's Lender Solutions Group in the early summer of 2024. The Receiver countered on December 17, 2024, at \$10,000,000. The Buyers did not respond.

Date: February 19, 2025

Buyer: 1527565 B.C. Ltd.

Price: \$7,000,000 (subject to financing for 30 days)

Comments: The Receivers countered the offer on February 24, 2025, for \$7,950,000. However, the Buyer countered back on February 26, 2025, at their original price of \$7,000,000, citing the extensive costs to bring the greenhouse operation up to operational standards. The Receivers accepted the price of \$7,000,000 on February 27, 2025, and the Buyer waived all conditions on March 25, 2025.

NAI Commercial



Internet

The property was marketed on the following websites, offering full Internet exposure.

- ▶ naibc.ca
- ▶ naiglobal.com
- ▶ INTERFACEExpress.com
- ▶ bccls.paragonrels.com
- ▶ REALTOR.ca
- ▶ Loopnet.com
- ▶ CoStar.com
- ▶ FarmMarketer.com

Since the property was listed for sale on September 6, 2024, 1,810 prospects have viewed the properties in an online property search across all the above real estate websites.

To-date, there have been 26 direct inquiries from potential buyers and/or their brokers, and we have conducted 6 physical tours of the subject property.

Listing Broadcast

The property have been e-mailed out as an NAI Global Opportunity Broadcast Message to all NAI offices worldwide, totaling over seven thousand recipients, in 400 offices.

On September 18, 2024, the property was e-mailed out in the Real Estate Board of Greater Vancouver's Commercial Division's Commercial Broadcast E-mail Service to all commercial members of the Fraser Valley and Greater Vancouver Real Estate Boards – totalling over 900 commercial brokers. The property was broadcast again on December 3rd to announce the price reduction to \$12,999,999 (The price reduction to \$9,450,000 was again posted on January 25, 2025). In addition, the properties have been marketed to all BC Northern, Okanagan, Kootenay, and Kamloops Board members through INTERFACEExpress.com and bccls.paragonrels.com.

commercialbroadcast
EMAIL SERVICE MANAGER



Direct Solicitation

- ▶ Direct emails have been made to our data base of agricultural developers; investors & high net worth end users.
- ▶ Select phone calls have been made to targeted prospects.

Media

- ▶ Advertising has been secured in the Western Investor in the December 2024, January and February 2025 issues (the price reduction was included in the January issue).

Broker Cooperation

- ▶ E-mail and phone call enquiries are being followed up with other brokers and detailed information packages have been forwarded.

Signage

- ▶ N/A (The defaulted borrowers requested that no signs be placed upon the property)

Marketing Update

34050 Hallert Road, Abbotsford, BC | Page 2

Market Response to Date

- ▶ After speaking with several farmers familiar with greenhouse operations, they have suggested an opinion of value in the \$10M-\$11M range – site unseen. However, upon physical site visits, the opinion of value drops dramatically to the \$5M+ range. The greenhouse facilities are in fair condition and have been operating on a shoestring budget for several years. Deferred maintenance and flood damage to the greenhouses are apparent to any prospective purchaser that has undergone a physical tour.
- ▶ We have toured several local greenhouse operators (one being a large international agriculture group with operations in the Lower Mainland), and all have commented on the poor state of the greenhouses. Two of the prospects relayed that the older greenhouses are not up to industry standards (newer greenhouses have higher ceilings and are more energy efficient – the older ones with lower ceilings are quicker to heat, but quicker to cool), and that any purchaser would need to spend millions to not only bring the facility up to efficient levels (repairing some of the damage from the floods, etc.), but to likely repurpose them to their specific needs... other than bell peppers. For instance, the entire flooring would need to be filled for Darvonda's purposes. Darvonda has relayed that they need to spend at least \$2,000,000 on new shade awnings and clean up (which is "substantial").
- ▶ One purchaser went on to say that "it doesn't make sense to greenhouse operators at the current asking price," and that many greenhouse farmers (including himself) are looking out of province and the US for expansion, where the market is flooded with greenhouses for 20 cents on the dollar. This purchaser gave us a verbal offer of \$5,000,000. This same purchaser gave us a verbal offer of \$1,500,000 on February 19, 2025 – all cash no subjects.
- ▶ Since the threat of tariffs from the US, the agriculture industries in Canada are feeling the most financial strain, due to the perishable nature of their products.

Recommendations

Based on the foregoing, and the costs involved in bringing the greenhouse facilities back to operating standards, we believe the current offer of \$7,000,000 represents fair market value for the subject property.

If there are any comments or questions regarding the marketing efforts, please do not hesitate to call.

Best Regards,



Gary Haukeland*
Senior Vice President, Managing Broker
604 691 6693
ghaukeland@naicommercial.ca
*Personal Real Estate Corporation



J-D Murray
Senior Associate
604 691 6664
jdmurray@naicommercial.ca



19.78 Acre Greenhouse Facility | 34050 Hallert Rd
Abbotsford, BC V3G 1P9 | Specialty For Sale | 585,992 SF | \$9,450,000.00

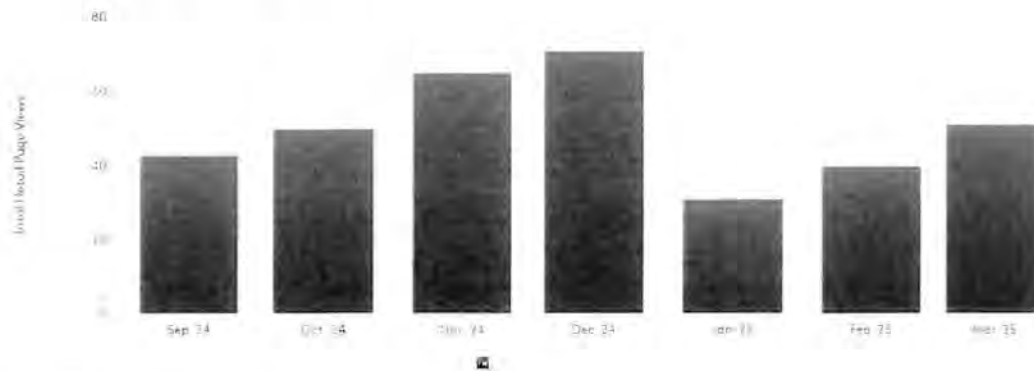
351
Detail Page Views

0
Conditional Agreements

Days on
Market
205
Started advertising
2024-09-06

Listing
Completeness
85%
last updated on
2025-03-20

Listing Activity Report



Activity Summary

9,628

Total Views

3,277

Unique Prospects

45s

Average Time on Page

351

Detail Page Views

2.0

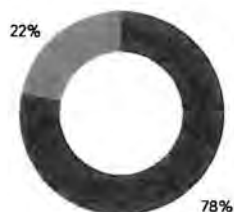
Frequency

3h 10m 59s

Total Time on Page

Traffic Source

New Visitors vs Returning



191 New
53 Returning

In Market vs Out of Market



143 In Market
198 Out of Market

Traffic Sources



132 Organic
0 Paid
209 Direct, Referral, App



34050 HALLERT ROAD
Abbotsford, British Columbia
\$9,450,000

Listing last updated: 2025-01-24
 MLS® Number C8064863

117 days on REALTOR.ca

Listing Insights

7 days

30 days

90 days

All history

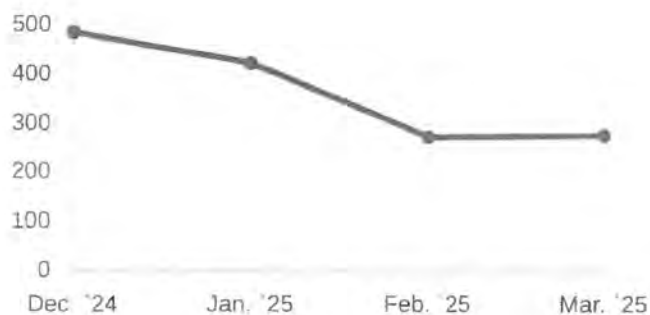
Summary
 All Websites & Apps

REALTOR.ca
 Websites & Apps

REALTOR.ca DDF®
 Websites

 **1,459 Views** (All history)

1459 views on REALTOR.ca
 0 views on REALTOR.ca DDF®



NAI Commercial

VANCOUVER OFFICE:
LANGLEY OFFICE:

1075 West Georgia St, Suite 1300, Vancouver, BC V6E 3C9
20353 64th Avenue, Suite 214, Langley, BC V2Y 1N5

(604) 683-7535
naicommercial.ca

For Sale or Lease



1090 Ricardo Road, Kamloops, BC
• Industrial/Commercial Sites
• ±5.36 acres of unzoned land or optional ±9.86 acres - 2 Sold, 1 Under Contract
Lots starting at \$350,000
Price: \$1,000,000 per acre
Search Realtor.ca for each lot listing

For Sale



Peter A. Seed, B.A. DIPL. TECH | 604 691 6608 | pseed@naicommercial.ca

For Sale



8209 Dallas Drive, Kamloops, BC
• 4.27 acres zoned I2
• Freehold, as-is
• Exceptional business district
Price: \$5,200,000

1131-1151 Murray Street, Lillooet, BC
• 20,127 SF development land and 22-Unit Apartment in 2 bldgs
• New roofs
Reduced: \$2,200,000

Court Ordered Sale: Proposed 37-Lot Site

1051 Gammon Way, Shawnigan Lake, BC
• Located in Shawnigan Lake, BC
• 37 lots virtually ready to subdivide
• 3 Phases Proposed - Phases 5, 6 & 7
• Shallow services installed - Phase 5
• Adjacent to existing residential development
New Price: \$6,495,000

Ken Kiers* | 604 209 2222 | kkers@naicommercial.ca



7.08 Acre High Exposure Industrial Site in Aldergrove For Sale

3250, 3252, 3254 262nd Street & 26251 Fraser Highway, Langley, BC
• High exposure, 7.08 acre parcel of industrial zoned land
• Located at 262 Street and Fraser Highway in the Aldergrove area
• Dock and grade loading in close proximity to the Aldergrove US border crossing
• Rental information available upon signed NDA
Call Agents for price guidance

VALLEY COMMERCIAL TEAM

Angie MacDonald* | 604 290 3884 | amacdonald@naicommercial.ca

Gary Niesner* | 604 833 3656 | garyn@naicommercial.ca



Conor Finucane* | 604 691 6604 | cfinucane@naicommercial.ca



SCAN THE QR CODE
TO VIEW THE
MARKETING VIDEO:



Rick Lui* | 604 644 6182 | rlui@naicommercial.ca

Medical/Health Office Building and Development Land For Sale

625 Fifth Avenue & 513 Seventh Street, New Westminster, BC
• \$1,100,000+ Net Income in 2025
• 60,000 SF Medical Building
• 34,694 SF Lot (132' x 265')
• 100% occupancy, Medical/Lab Tenants
• Excess Development Lot - 45,690 SF Buildable
• C-3 Zoning, High Rise
• Rendering is for illustrative purpose only
Inquire for Price Guidance



5.3 AC Industrial Waterfront Site

983 Peninsula Road, Ucluelet, BC
• 5.3 acre R-1 Site and 4.7 acre Water Lot with dock & pile lease improvements
\$3,500,000



Wildstone Golf Course For Sale

950 Wildstone Drive, Cranbrook, BC
• 188,434 acre 18-hole, 7,100 yard championship golf course
• 2,000 SF clubhouse with restaurant & pro-shop, liquor licenses
• 2 single family manager residences
• 16,000 SF maintenance building
\$5,600,000



Receivership Sale: 19.78 AC Greenhouse Property

34050 Hallert Road, Abbotsford, BC
• Approximately 13.2 acres of A-2 zoned Greenhouse Grow Space & 11,000 SF, two-storey single family house
Contact agents

Gary Haukeland* & J-D Murray
604 691 6693 | 604 691 6664



Multi-Unit Mixed Use Investment Opportunity

4041 200th Street, Langley, BC
• Future Re-Development Potential
• Excellent Exposure
• Near Proposed Large-scale Development
• Excellent diversified income stream
Price: \$12,999,000

Rob DesBrisay | 604 691 6602
Ken Kiers* | 604 209 2222
Ty Szuhtar | 604 514 8826

Opportunity Alert at NAI Vancouver & Langley: naibc.ca/careers

*Personal Real Estate Corporation

This is **Exhibit "D"** referred to in the affidavit of A. Arenas sworn before me at Vancouver, BC this 11th day of April, 2025.



A Commissioner for taking Affidavits
For British Columbia

TITLE SEARCH PRINT

File Reference: 131048-105

Declared Value \$ 4000000

2025-04-11, 12:41:02

Requestor: Avic Arenas

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER
Title Number	BX242299
From Title Number	BJ198791
Application Received	2005-06-13
Application Entered	2005-06-20
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	JAGRAJBIR KAUR UPPAL, LABOURER BHALVINDER KAUR THANDI, LABOURER 387 DEFEHR ROAD ABBOTSFORD, BC V4X 2J7 AS JOINT TENANTS
Taxation Authority	Abbotsford, City of
Description of Land	
Parcel Identifier:	006-892-621
Legal Description:	PARCEL "B" (J147113E) LOT 10 SECTION 3 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 649A
Legal Notations	
	THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT; SEE AGRICULTURAL LAND RESERVE PLAN NO. 32 DEPOSITED 30.07.1974
Charges, Liens and Interests	
Nature:	COVENANT
Registration Number:	CA4516012
Registration Date and Time:	2015-07-07 10:29
Registered Owner:	CITY OF ABBOTSFORD
Nature:	COVENANT
Registration Number:	CA4722798
Registration Date and Time:	2015-10-05 10:17
Registered Owner:	CITY OF ABBOTSFORD

TITLE SEARCH PRINT

File Reference: 131048-105

Declared Value \$ 4000000

Nature: MORTGAGE
Registration Number: CA9070772
Registration Date and Time: 2021-06-04 11:33
Registered Owner: THE TORONTO-DOMINION BANK

Nature: ASSIGNMENT OF RENTS
Registration Number: CA9070773
Registration Date and Time: 2021-06-04 11:33
Registered Owner: THE TORONTO-DOMINION BANK

Nature: JUDGMENT
Registration Number: CB1131765
Registration Date and Time: 2024-01-24 14:12
Registered Owner: HIS MAJESTY THE KING IN RIGHT OF CANADA
Remarks: AS TO THE INTEREST OF JAGRAJBIR KAUR UPPAL

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB1613081
Registration Date and Time: 2024-09-24 09:36
Registered Owner: MKR GROWERS LTD.
INCORPORATION NO. BC0978246
MGB ENT. LTD.
INCORPORATION NO. BC0718269

Nature: CLAIM OF BUILDERS LIEN
Registration Number: HB9285
Registration Date and Time: 2024-10-26 10:28
Registered Owner: TREVOR CAMERON SAWATZKY

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB1685944
Registration Date and Time: 2024-10-31 12:21
Registered Owner: THE TORONTO-DOMINION BANK
Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB1701862
Registration Date and Time: 2024-11-08 09:44
Registered Owner: VOHORA LLP

Nature: CLAIM OF BUILDERS LIEN
Registration Number: HB10910
Registration Date and Time: 2025-01-31 08:22
Registered Owner: WAYNE BERGEN

TITLE SEARCH PRINT

File Reference: 131048-105

Declared Value \$ 4000000

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

Parcel Identifier:

006-892-621

Application Number/Type:

CB1843078 JUDGMENT

This is **Exhibit "E"** referred to in the affidavit of A. Arenas sworn before me at Vancouver, BC this 11th day of April, 2025.



A Commissioner for taking Affidavits
For British Columbia



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Individual Debtor - "THANDI, BHALVINDER Kaur"

Search Date and Time: April 11, 2025 at 2:59:55 pm Pacific time
Account Name: DENTONS CANADA LLP
Folio Number: 131048-105

TABLE OF CONTENTS

2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 6

	Base Registration	Base Registration Date	Debtor Name	Birth Date	Page
1	015830N	June 3, 2021	* THANDI, BHALVINDER KAUR	January 27, 1945	2
2	723184N	May 11, 2022	* THANDI, BHALVINDER KAUR	January 27, 1945	4



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 015830N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 3, 2021 at 10:19:57 am Pacific time
Current Expiry Date and Time:	June 3, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 11, 2025 at 2:59:55 pm Pacific time)

Secured Party Information

**THE TORONTO-DOMINION BANK,
BRANCH #9032**

Address

32817 SOUTH FRASER WAY
ABBOTSFORD BC
V2S 2A6 Canada

Debtor Information

THANDI, BHALVINDER KAUR

Address

387 DEFEHR ROAD
ABBOTSFORD BC
V4X 2J7 Canada

Birthdate

January 27, 1945

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND ALL PROCEEDS THEREOF TOGETHER WITH A FLOATING CHARGE ON LAND



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

ROSBOROUGH & COMPANY

Address

#201-33832 SOUTH FRASER WAY
ABBOTSFORD BC
V2S 2C5 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 723184N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 11, 2022 at 11:04:57 am Pacific time
Current Expiry Date and Time:	May 11, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 11, 2025 at 2:59:55 pm Pacific time)

Secured Party Information

**AGRICULTURAL CREDIT
CORPORATION**

Address

200 HANLON CREEK BLVD
GUELPH ON
N1C 0A1 Canada

Debtor Information

**UPPAL FARMS & GREENHOUSES
LTD**

Address

34050 HALLERT ROAD
ABBOTSFORD BC
V3G 1R3 Canada

UPPAL, JAGRAJBIR

Address

34050 HALLERT ROAD
ABBOTSFORD BC
V3G 1R3 Canada

Birthdate

September 25,
1958

THANDI, BHALVINDER KAUR

Address

34050 HALLERT ROAD
ABBOTSFORD BC
V3G 1R3 Canada

Birthdate

January 27, 1945



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

AN ONGOING SECURITY INTEREST ON ALL PRESENT AND FUTURE PEPPERS CROPS INCLUDING ALL PROCEEDS THEREOF USED AS COLLATERAL FOR WHICH A CASH ADVANCE PAYMENT WAS ISSUED UNDER THE "ADVANCE PAYMENTS PROGRAM "(APP) PURSUANT TO THE AGRICULTURAL MARKETING PROGRAMS ACT (AMPA) AND ANY SUBSEQUENT PRESENT AND FUTURE AGRICULTURAL PRODUCTS OF THE SAME NATURE PRODUCED BY THE PRODUCER WHETHER OR NOT HARVESTED, AND WHETHER OR NOT ATTACHED BY ROOT TO THE LAND. A CONTINUING SECURITY INTEREST ON ALL PROCEEDS MADE PAYABLE TO THE PRODUCER UNDER THE BUSINESS RISK MANAGEMENT PROGRAM (BRM)

Original Registering Party

UPLEVEL

Address

225 OAK ST, P.O. BOX 96
STRATFORD ON
N5A 6S8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time: November 19, 2024 at 9:17:12 am Pacific time
Registration Number: 772718Q
Description:

Secured Party Information

AGRICULTURAL CREDIT CORPORATION

ADDED

Address

200 HANLON CREEK BLVD
GUELPH ON
N1C 0A1 Canada

AGRICULTURAL CREDIT CORPORATION

DELETED

Address

660 SPEEDVALE AVE WEST SUITE 201
GUELPH ON
N1K 1E5 Canada

Registering Party Information

ESC CORPORATE SERVICES LTD.

Address

201 1325 POLSON DR
VERNON BC
V1T 8H2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Individual Debtor - "Uppal, JAGRAJBIR Kaur"

Search Date and Time: April 11, 2025 at 3:00:46 pm Pacific time
Account Name: DENTONS CANADA LLP
Folio Number: 131048-105

TABLE OF CONTENTS

4 Matches in 4 Registrations in Report

Exact Matches: 4 (*)

Total Search Report Pages: 10

	Base Registration	Base Registration Date	Debtor Name	Birth Date	Page
1	695937M	January 7, 2021	* UPPAL, JAGRAJBIR KAUR	September 25, 1958	2
2	015808N	June 3, 2021	* UPPAL, JAGRAJBIR KAUR	September 25, 1958	4
3	723184N	May 11, 2022	* UPPAL, JAGRAJBIR	September 25, 1958	6
4	740989Q	November 1, 2024	* UPPAL, JAGRAJBIR		9

Base Registration Number: 695937M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	January 7, 2021 at 2:09:52 pm Pacific time
Current Expiry Date and Time:	January 7, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 11, 2025 at 3:00:46 pm Pacific time)

Secured Party Information

THE BANK OF NOVA SCOTIA

Address

10 WRIGHT BOULEVARD
STRATFORD ON
N5A 7X9 Canada

Debtor Information

**UPPAL FARMS & GREENHOUSES
LTD.**

Address

34050 HALLERT RD
ABBOTSFORD BC
V3G 1P9 Canada

UPPAL, PAWANBIR SINGH

Address

31666 CHARLOTTE AV
ABBOTSFORD BC
V2T 3Z9 Canada

Birthdate

May 25, 1980

UPPAL, JAGRAJBIR KAUR

Address

34050 HALLERT RD
ABBOTSFORD BC
V3G 1P9 Canada

Birthdate

September 25,
1958

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2021	CADILLAC / ESCALADE	1GYS4GKL4MR219312

General Collateral

Base Registration General Collateral:

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Original Registering Party

TERANET COLLATERAL
MANAGEMENT SOLUTIONS
CORPORATION (BNS)

Address

2 ROBERT SPECK PARKWAY, 15TH F
MISSISSAUGA ON
L4Z 1H8 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

46

Base Registration Number: 015808N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 3, 2021 at 10:17:17 am Pacific time
Current Expiry Date and Time:	June 3, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 11, 2025 at 3:00:46 pm Pacific time)

Secured Party Information

**THE TORONTO-DOMINION BANK,
BRANCH #9032**

Address

32817 SOUTH FRASER WAY
ABBOTSFORD BC
V2S 2A6 Canada

Debtor Information

UPPAL, JAGRAJBIR KAUR

Address

387 DEFEHR ROAD
ABBOTSFORD BC
V4X 2J7 Canada

Birthdate

September 25,
1958

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND ALL PROCEEDS
THEREOF TOGETHER WITH A FLOATING CHARGE ON LAND

**PERSONAL PROPERTY REGISTRY SEARCH RESULT**

BC Registries and Online Services

Original Registering Party**ROSBOROUGH & COMPANY****Address**

#201-33832 SOUTH FRASER WAY
ABBOTSFORD BC
V2S 2C5 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 723184N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 11, 2022 at 11:04:57 am Pacific time
Current Expiry Date and Time:	May 11, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 11, 2025 at 3:00:46 pm Pacific time)

Secured Party Information**AGRICULTURAL CREDIT
CORPORATION****Address**200 HANLON CREEK BLVD
GUELPH ON
N1C 0A1 Canada**Debtor Information****UPPAL FARMS & GREENHOUSES
LTD****Address**34050 HALLERT ROAD
ABBOTSFORD BC
V3G 1R3 Canada**UPPAL, JAGRAJBIR****Address**34050 HALLERT ROAD
ABBOTSFORD BC
V3G 1R3 Canada**Birthdate**September 25,
1958**THANDI, BHALVINDER KAUR****Address**34050 HALLERT ROAD
ABBOTSFORD BC
V3G 1R3 Canada**Birthdate**

January 27, 1945

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

AN ONGOING SECURITY INTEREST ON ALL PRESENT AND FUTURE PEPPERS CROPS INCLUDING ALL PROCEEDS THEREOF USED AS COLLATERAL FOR WHICH A CASH ADVANCE PAYMENT WAS ISSUED UNDER THE "ADVANCE PAYMENTS PROGRAM "(APP) PURSUANT TO THE AGRICULTURAL MARKETING PROGRAMS ACT (AMPA) AND ANY SUBSEQUENT PRESENT AND FUTURE AGRICULTURAL PRODUCTS OF THE SAME NATURE PRODUCED BY THE PRODUCER WHETHER OR NOT HARVESTED, AND WHETHER OR NOT ATTACHED BY ROOT TO THE LAND. A CONTINUING SECURITY INTEREST ON ALL PROCEEDS MADE PAYABLE TO THE PRODUCER UNDER THE BUSINESS RISK MANAGEMENT PROGRAM (BRM)

Original Registering Party

UPLEVEL

Address

225 OAK ST, P.O. BOX 96
STRATFORD ON
N5A 6S8 Canada

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time: November 19, 2024 at 9:17:12 am Pacific time
Registration Number: 772718Q
Description:

Secured Party Information

**AGRICULTURAL CREDIT
CORPORATION**

ADDED

Address

200 HANLON CREEK BLVD
GUELPH ON
N1C 0A1 Canada

**AGRICULTURAL CREDIT
CORPORATION**

DELETED

Address

660 SPEEDVALE AVE WEST SUITE 201
GUELPH ON
N1K 1E5 Canada

Registering Party Information

ESC CORPORATE SERVICES LTD.

Address

201 1325 POLSON DR
VERNON BC
V1T 8H2 Canada

Base Registration Number: 740989Q

Registration Description:	CROWN CHARGE FILED PURSUANT TO SPECULATION AND VACANCY TAX ACT
Act:	MISCELLANEOUS REGISTRATIONS ACT
Base Registration Date and Time:	November 1, 2024 at 3:02:16 pm Pacific time
Current Expiry Date and Time:	Never

CURRENT REGISTRATION INFORMATION

(as of April 11, 2025 at 3:00:46 pm Pacific time)

Secured Party Information

**RECEIVABLES MANAGEMENT
OFFICE - CINDY CATHCART**

Address

6TH FLOOR - 1802 DOUGLAS ST
VICTORIA BC
V8T 4K6 Canada

Debtor Information

UPPAL, JAGRAJBIR

Address

34050 HALLERT RD
ABBOTSFORD BC
V3G 1P9 Canada

Birthdate

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

All the debtor's present and after acquired personal property, including but not restricted to machinery, equipment, furniture, fixtures and receivables.



Original Registering Party

MINISTRY OF FINANCE

Address

1802 DOUGLAS ST
PO BOX 9445
VICTORIA BC
V8T 4K6 Canada