



FORCE FILED

No. S241161
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36

BETWEEN:

THE BANK OF NOVA SCOTIA

AND:

BIFANO CONSOLIDATED INC.
NATA FARMS INC.
SPALLUMCHEEN FARM LTD.

PETITIONER

12MAY25 2507638 RDSA
21422 S241161



RESPONDENTS

NOTICE OF APPLICATION

Names of Applicants: Alvarez & Marsal Canada Inc. ("A&M"), in its capacity as Court-appointed Receiver and Manager (the "Receiver") of all of the assets, undertakings and properties of Bifano Consolidated Inc. ("Bifano Consolidated"), Bifano Farms Inc. ("Bifano Farms"), Nata Farms Inc. ("Nata"), SSC Ventures (No. 105) Ltd. ("SSC") and Spallumcheen Farm Ltd. ("Spallumcheen") (collectively, the "Companies")

To: Service List attached hereto as Schedule "A"

TAKE NOTICE that an application will be made by the Receiver to the presiding judge at the Courthouse at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia on Thursday, the 15th day of May, 2025 at 10:00 a.m. for the orders set out in Part 1 below.

The Applicants estimate that the application will take 20 minutes.

- ☐ This matter is within the jurisdiction of an Associate Judge.
- ☒ This matter is not within the jurisdiction of an Associate Judge.

Part 1: ORDERS SOUGHT

1. An Order, substantially in the form attached hereto as Schedule "B":

- a. abridging the time for service of this Notice of Application and supporting materials so that the application is properly returnable on May 15, 2025, and dispensing with the need for further service of the Notice of Application and supporting materials;
- b. approving A&M's activities in its capacity as Monitor of the Companies, as set out in the First Report of the Monitor dated March 7, 2024 (the "**Monitor's First Report**"), the Second Report of the Monitor dated May 16, 2024, and the Third Report of the Monitor dated June 19, 2024 (collectively, the "**Monitor's Reports**");
- c. approving the Receiver's activities as set out in the First Report of the Receiver dated July 26, 2024 (the "**Receiver's First Report**"), the Supplement to the First Report of the Receiver dated August 7, 2024 (the "**Supplemental Report**"), and the Second Report of the Receiver dated May 9, 2025, and filed herewith (the "**Receiver's Second Report**", and together with the Receiver's First Report and the Supplemental Report, the "**Receiver's Reports**");
- d. approving A&M's fees and disbursements, incurred in its capacities as Monitor and as Receiver, and A&M's counsel's fees and disbursements as set out in the Receiver's Second Report and Affidavit #1 of Bryan Gibbons, including estimated fees and disbursements for the Receiver and its counsel to complete their duties in connection with this receivership;
- e. approving the Proposed Distribution (as defined below);
- f. authorizing the Receiver to assign Bifano Consolidated and Nata into bankruptcy;
- g. releasing the Receiver from liability in connection with the receivership; and
- h. providing that, upon the Receiver filing with the Court a certificate in substantially the form attached hereto as **Schedule "C"**:
 - i. the Receiver's Charge and the Receiver's Borrowing Charge (both defined in the Receivership Order) shall be terminated, released and discharged;

- ii. these Receivership Proceedings shall be terminated; and
- iii. A&M shall be discharged as Receiver, provided that, notwithstanding its discharge:
 - 1. the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein;
 - 2. 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 A&M in its capacity as Receiver; and
 - 3. if the Receiver receives any additional funds in connection with the receivership, including any tax return payable to any of the Companies after its discharge, then subject to such fees, taxes, or other costs as may be payable in connection therewith, the Receiver shall pay such additional funds to The Bank of Nova Scotia (“BNS”);

[A blackline of the draft Order to the Model Discharge Order is attached as **Schedule “D”**]

Part 2: FACTUAL BASIS

Overview of Administration

1. The Companies are a group of privately held companies that operate a dairy farm in Armstrong, British Columbia. Until March 2024, the Companies also operated a trucking business, which business ceased after the Companies, in consultation with A&M, determined that the trucking business did not generate sufficient net cash flows to be sustainable.
2. On February 28, 2024, BNS obtained an initial order of the Supreme Court of British Columbia, commencing proceedings pursuant to the *Companies’ Creditors Arrangement*

Act, R.S.C. 1985 c. C-36, as amended, whereby Alvarez & Marsal Canada Inc. (“**A&M**”) was appointed as Monitor of the Companies. On March 11, 2024, the Court granted an amended and restated initial order.

3. On March 11, 2024, the Court granted an Order approving a sales and investment solicitation process (the “**SISP**”), in respect of the Companies’ business and assets.
4. The Monitor received 3 bids through the SISP, including one from Hallano Farm Holdings Inc. (“**Hallano**”), but none were deemed Qualified Bids.
5. By Order made on June 24, 2024, (the “**Receivership Order**”), on application by BNS, A&M was discharged as Monitor and appointed as Receiver of all the assets, undertakings and property, including real property, of the Companies, with a view to liquidating the Companies’ assets. The Receivership Order did not provide for the approval of A&M’s activities or fees as Monitor, or those of its counsel.
6. After the date of the Receivership Order, Hallano advised that it was prepared to make a revised going concern offer in respect of the Companies’ assets and undertakings. With the support of BNS, the Receiver and Hallano entered into a purchase and sale agreement dated July 19, 2024, as amended by an Amendment Agreement dated August 6, 2024 (the “**PSA**”) providing for the sale to Hallano of all of the Companies’ right, title and interest, in and to all assets and property of the Companies, excluding certain leased and other assets.
7. On August 12, 2024, the Court granted an order (the “**AVO**”), which, among other things:
 - a. approved the PSA and the transaction between the Receiver and Hallano (the “**Transaction**”); and
 - b. provided that upon the delivery of a certificate (the “**Receiver’s Certificate**”) to the Purchaser, the Purchased Assets (as described in the PSA) shall vest to the Purchaser, and Bifano Farms and SSC are released from the CCAA Charges (as defined in the AVO) and shall cease to be respondents in these CCAA Proceedings;

8. On August 27, 2024, the Receiver's counsel filed the Receiver's Certificate with the Court, certifying that the Purchase Price (as defined in the PSA) was paid, the conditions to closing had been satisfied, and the Transaction had been completed to the satisfaction of the Receiver.
9. Except to pay operating disbursements and professional fees, the Receiver has held and continues to hold the net sale proceeds from the Transaction (together with other receipts collected during these proceedings) in the Receiver's trust account.

Proposed Distribution

10. As the Transaction has closed and the Receiver has substantially completed its administration of this receivership, the Receiver seeks to distribute remaining funds to creditors and obtain its discharge.
11. As indicated in the Monitor's First Report, the Companies were indebted to BNS for more than \$36.5 million when the CCAA proceedings were commenced. That debt was reduced by \$15,859,270 pursuant to an assignment of debt and security agreement between BNS and Hallano dated August 6, 2024. As set out in the Receiver's Second Report, the Companies remain indebted to BNS for approximately \$21.8 million.
12. When the CCAA proceedings were commenced, the Companies reported unsecured creditor claims totaling approximately \$6.1 million dollars, plus approximately \$3.2 million owing to Canada Revenue Agency ("CRA").
13. As explained in the Receiver's Second Report, the Companies' assets are subject to a statutory deemed trust in favour of CRA for \$925,513. There are no other claims in priority to BNS' claims against the Companies' assets.
14. The Receiver proposes to distribute remaining funds (the "**Proposed Distribution**") as follows:
 - a) \$925,513 to the Receiver General for payment of the deemed trust claim of the CRA;
 - and

- b) approximately \$7.2 million to BNS, which represents the balance of the funds in the Receiver's trust account after payment of expenses and a holdback for estimated professional fees to complete these receivership proceedings and administer the bankruptcies of Bifano Consolidated and Nata.
- 15. Because there are insufficient funds available to satisfy the Companies' indebtedness to BNS, the Receiver will not make any distribution to unsecured creditors.
- 16. If the Receiver receives any additional funds in connection with this receivership, the Receiver intends to distribute those funds to BNS.

Bankruptcy of Bifano Consolidated and Nata

- 17. The Receiver understands that, in August 2024 the Companies' electronic books and records were destroyed or otherwise made unretrievable by a lightning storm. As a result, the Receiver cannot properly assess potential priority claims or independently review potential claims from the CRA, or Employer Health Tax claims and Provincial Sales Tax claims from the Province of British Columbia. As a result, there may be statutory claims that rank behind BNS that the Receiver is not aware of.
- 18. Given this indeterminate scope of liability, and the fact that the Companies are unable to pay known indebtedness to BNS and unsecured creditors, the Receiver seeks authorization from this Court to assign Bifano Consolidated and Nata—the only two operating Companies—into bankruptcy, and for A&M to act as trustee in bankruptcy for both companies upon such assignment. Based on the Receiver's understanding of Spallumcheen, including that it was not an operating company, the Receiver is not seeking authorization to assign Spallumcheen into bankruptcy.

Monitor's Activities

- 19. Although the Receivership Order discharged A&M as Monitor, A&M has not yet sought approval of its activities in that capacity. An order approving the Monitor's activities should be granted now.
- 20. As described in more detail in the Monitor's Reports, among other things, the Monitor:

- a. prepared cash flow forecasts;
- b. reviewed CCAA materials;
- c. assisted the Companies with cash management and reporting;
- d. monitored the Companies' receipts and disbursements;
- e. reviewed monthly payroll remittances to CRA;
- f. prepared notes to creditors;
- g. assisted in the release of redundant leased equipment held by the Companies and dealt with lessors in respect of leased equipment necessary for continued operations;
- h. assisted the Companies with insurance matters;
- i. developed and administered the SISP, including by distributing teaser materials, preparing a template asset purchase agreement to be used for bidding, corresponding with interested parties, attending for site visits with interested parties, reviewing bids and corresponding with bidders, preparing an illustrative liquidation analysis to compare bids against;
- j. corresponded and met with BNS; and
- k. corresponded with the BC Milk Marketing Board ("BCMMB") and reviewed BCMMB regulations affecting the Companies, the SISP, and the Transaction.

Receiver's Activities

21. The Receiver's activities are described in the Receiver's First Report and the Receiver's Second Report. Among other things, the Receiver:
- a. took possession of and secured the Companies' assets, including bank accounts, cattle, supply inventory, and equipment;
 - b. notified interested parties of the receivership;

- c. physically inspected site equipment and assessed its value;
- d. obtained an opinion from Lawson regarding the validity and enforceability of lessor security in respect of the Companies' equipment;
- e. negotiated and reviewed daily cash receipts, reconciled bank statements, and swept deposits (including payments from the BCMMB) into the Receiver's trust account;
- f. administered disbursements from the Receiver's trust account;
- g. dealt with the Companies' employees in respect of day to day operations and cash management matters;
- h. negotiated the PSA with Hallano;
- i. discussed the PSA with Lawson and counsel for BNS;
- j. prepared requests for borrowings;
- k. issued demands and collected receivables owed to the Companies;
- l. dealt with management of the Companies and equipment lessors to identify equipment to be assigned to the Purchaser and equipment to be returned to lessors;
- m. notified lessors (through Lawson) of the Transaction and directing lessors to discuss post-closing arrangements with Hallano, or to arrange for retrieval of assets;
- n. terminated employees of the Companies as required by the PSA;
- o. calculated and administered *Wage Earner Protection Program Act* payments in respect of those terminated employees;
- p. prepared T4s for employees of the Companies;

- q. attended to the filing of various statutory returns, including GST returns and payroll tax remittances;
- r. attended to various requests and audits of the Companies' payroll and GST accounts from the CRA; and
- s. reported to BNS, regarding status of the receivership, the Transaction, estimated estate proceeds and related matters.

A&M's Fees as Monitor and Receiver

- 22. For the period of February 28, 2024 to June 24, 2024, the Monitor incurred professional fees for the CCAA proceedings in the sum of \$685,036, before applicable taxes and disbursements.
- 23. For the period of June 24, 2024 to April 29, 2025, the Receiver incurred professional fees for these proceedings in the sum of \$145,323.75, including applicable taxes and disbursements.
- 24. The Receiver's final statement of receipts and disbursements for the period of June 24, 2024 to the proposed discharge date (the "**Final Statement of Receipts and Disbursements**") is summarized in paragraph 8.1 of the Receiver's Second Report.
- 25. The Receiver estimates its costs to complete these receivership proceedings and administer the bankruptcies of Bifano Consolidated and Nata will be approximately \$105,000 (inclusive of taxes), from April 1, 2025 to completion. If the Receiver's fees from and after April 1, 2025 total less than that estimate, such that the Receiver holds surplus funds at the conclusion of these Receivership Proceedings, the Receiver will pay those surplus funds to BNS.
- 26. The time and disbursements incurred by A&M in the court of its duties, both as Monitor and as Receiver, are fair and reasonable in proceedings of the nature described herein. In A&M's opinion, the cost of these CCAA and receivership proceedings is comparable to CCAA and receivership assignments of similar scale and complexity.

27. The hourly rates charged by A&M are consistent with the average hourly rates billed by A&M on its other engagements and, to A&M's knowledge, consistent with other insolvency firms of comparable size engaged on similar receivership matters.

Legal Counsel's Fees

28. The total fees and disbursements of Lawson, as counsel to the Monitor, for the period from February 28, 2024 to June 24, 2024, were \$145,713, inclusive of disbursements and taxes. The total fees and disbursements of Lawson, as counsel to the Receiver, for the period from June 25, 2024 to April 29, 2025 were \$145,324, inclusive of disbursements and taxes. The details of Lawson's fees and disbursements are set out in the Affidavit #1 of Bryan Gibbons filed herein.
29. The Receiver has reviewed the invoices rendered to it by Lawson and believes them to be reasonable and proper. The legal services provided were necessary for the Receiver to fulfil its obligations in these receivership proceedings.
30. Assuming this application is not opposed, Lawson estimates additional fees and disbursements from April 30, 2025 to the conclusion of these receivership proceedings, including fees to assist the Receiver with administration of the bankruptcies of Bifano Consolidated and Nata, up to \$42,000 (inclusive of taxes). Accordingly, the Receiver seeks this Court's approval of additional fees and disbursements in favour of Lawson, to a maximum of \$42,000 (inclusive of taxes). As with the Receiver's fees, if Lawson's fees from and after April 1, 2025 total less than Lawson has estimated, such that the Receiver holds surplus funds at the conclusion of these Receivership Proceedings, the Receiver will pay those surplus funds to BNS.

Part 3: LEGAL BASIS

Approval of A&M's Fees

1. The professional fees and disbursements herein are fair and reasonable, and accurately reflect the work completed in connection with the receivership to date.
2. Rule 10-2(3) provides that the Court must fix any remuneration to be paid to the Receiver.

3. Paragraph 29 of the Receivership Order provides that the Receiver and its legal counsel shall pass their accounts from time to time before a judge of this court, and that such applications may be heard on a summary basis.
4. Courts will consider the following non-exhaustive factors in assessing whether a court officer's fees are fair and reasonable:
 - a. the nature, extent and value of the assets;
 - b. the complications and difficulties encountered by the court officer;
 - c. the time spent by the court officer;
 - d. the court officer's knowledge, experience and skill;
 - e. the diligence and thoroughness displayed by the court officer;
 - f. the responsibilities assumed;
 - g. the results of the court officer's efforts; and
 - h. the cost of comparable services.

HSBC Bank Canada v. Maple Leaf Loading Ltd.,
2014 BCSC 2245 [*Maple Leaf*] at para 11

5. Similar factors are considered on the assessment of legal accounts of counsel to the court officer, including:
 - a. the time expended;
 - b. the complexity of the proceedings;
 - c. the degree of responsibility assumed by the lawyers;
 - d. the amount of money involved, including the amount of proceeds after realization and the payments to the creditors;
 - e. the degree and skill of the lawyers involved;

- f. the results achieved; and
- g. the client's expectations as to the fee.

Maple Leaf at para 12

6. The *Maple Leaf* factors all weigh in favour of approving A&M's fees (both as Monitor and as Receiver), and those of its legal counsel. The herein CCAA and receivership proceedings have been complex, and have required significant involvement by A&M and its counsel, as described in the Monitor's Reports and the Receiver's Reports. The proceedings have resulted in a transaction supported by the fulcrum and senior secured creditor, BNS, who supports the approval sought herein.
7. In particular, the fees of the Monitor, Receiver, and Lawson are fair and reasonable in the circumstances, having regard to the following:
 - a. The Companies were in possession of 173 pieces of leased equipment at the commencement of the CCAA proceedings, which required the Monitor and Lawson to undertake an extensive security review to determine whether the subject leases were true leases or security leases and to assess the validity thereof, including by reviewing Personal Property Registry searches for each piece of equipment. The Monitor and Lawson dealt at length with different lessors to address that issue.
 - b. The Companies' records were poorly kept, and in August 2024 the Companies' electronic books and records were destroyed or made otherwise unretrievable by a lightning storm.
 - c. The Companies' organizational structure was complex, as summarized at section 4.1 of the Monitor's First Report.
 - d. In particular, complications arose with respect to the Companies' daily milk quota, being their most valuable asset. The quota was held by a special purpose entity (SSC), separate from the Companies' other assets, which were distributed amongst the Companies. BCMMB regulations restrict the transferability of quota

to a third party purchaser, including by requiring that the quota be transferred together with certain lands and other assets. The Monitor and its counsel had to engage in protracted and complicated discussions with Hallano and the BCMMB to negotiate a transactional structure that would facilitate transfer of the quota in compliance with the BCMMB's requirements.

- e. During the CCAA proceedings, the Monitor ran a comprehensive sales process in respect of the Companies' business and assets.

Discharge and Release

- 8. After making the Proposed Distribution and completing the remaining tasks outlined in the Receiver's Second Report, the Receiver will have completed its duties in accordance with the terms of the Receivership Order, the AVO, and other orders made in these proceedings. The Receiver's activities should be approved and the Receiver should be discharged.
- 9. Paragraph 27 of the Receivership Order provides that the Receiver shall incur no liability or obligation as a result of its appointment or in carrying out the provisions of the Receivership Order, save and except for any gross negligence or wilful misconduct on its part, or amounts in respect of obligations imposed specifically on receivers by applicable legislation. It is therefore appropriate to give effect to that term of the Receivership Order, by granting the Receiver a release on equivalent terms, as sought herein.

Part 4: MATERIAL TO BE RELIED ON

- 1. Pre-Filing Report of the Proposed Monitor dated February 16, 2024;
- 2. First Report of the Monitor dated March 7, 2024;
- 3. Second Report of the Monitor dated May 16, 2024;
- 4. Third Report of the Monitor dated June 19, 2024;
- 5. Receivership Order pronounced June 24, 2024;
- 6. First Report of the Receiver dated July 26, 2024;
- 7. Supplement to the First Report of the Receiver dated August 7, 2024;

8. Second Report of the Receiver, to be filed herein;
9. Affidavit #1 of Bryan Gibbons, to be filed herein.
10. Such further and other material as counsel may advise and this Honourable Court may consider.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application.

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

Dated at the City of Vancouver, in the Province of British Columbia, this 9 day of May, 2025.

Lawson Lundell LLP
Solicitors for the Applicant,
Alvarez & Marsal Canada Inc.

This Notice of Application is filed by Bryan Gibbons, of the law firm of Lawson Lundell LLP, whose place of business and address for delivery is 1600 – 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2, Email: bgibbons@lawsonlundell.com; Telephone No.: 604-685-3456.

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs _____
of Part 1 of this Notice of Application

☐ with the following variations and additional terms:

Date:

Signature of ☐ Judge ☐ Associate Judge

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☐ none of the above

SCHEDULE "A"

No. S241161
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE BANK OF NOVA SCOTIA

PETITIONER

AND:

BIFANO CONSOLIDATED INC.,
NATA FARMS INC. AND
SPALLUMCHEEN FARM LTD.

RESPONDENTS

SERVICE LIST

Current to: May 9, 2025

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<p>BANK OF MONTREAL 5750 Explorer Drive, 3RD Floor Mississauga ON L4W 0A9</p>	<p>BMO TRANSPORTATION FINANCE</p> <p>Cameron Ferris Email: Cameron.Ferris@Bmo.Com</p> <p>Jonathan Ross Email: Jonathan.Ross@Gowlingwlg.Com</p>

VAN MAREN FINANCIAL LTD. 202-45793 Luckakuck Way Chilliwack BC V2R 5S3	COR NINE INC. 4836 45A St Lacombe AB T4L 2C9
TRAILWOOD ENTERPRISES LTD 2072 Falcon Road Kamloops BC V2C 4J3	MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION 2680 Matheson Blvd E Ste 500 Mississauga ON L4W 0A5
URBAN HOLDINGS LTD. 8826 Holding Road Chase BC V0E 1M2	DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION 2680 Matheson Blvd. E. Ste 202 Mississauga ON L4W 0A5
CREDIT-BAIL RCAP INC. 5575 North Service Rd, Ste 300 Burlington ON L 7L 6M1	DENNIS OTTO BUCHOLTZ 4204 12 Street Vernon BC V1T 8B1
VAULT CREDIT CORPORATION 41 Scarsdale Road, Suite 5 Toronto ON M3B 2R2	CNH INDUSTRIAL CAPITAL CANADA LTD. 4475 North Service Road Burlington, Ontario L7L 4X7

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wclark@lawsonlundell.com;

SCHEDULE “B”

No. S241161
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE BANK OF NOVA SCOTIA

PETITIONER

AND:

BIFANO CONSOLIDATED INC.
NATA FARMS INC.
SPALLUMCHEEN FARM LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

DISCHARGE ORDER

BEFORE THE HONOURABLE)	
)	15/MAY/2025
MADAM JUSTICE FITZPATRICK)	

THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Receiver and Manager (the “**Receiver**”) of the assets, undertakings and properties of Bifano Consolidated Inc., Bifano Farms Inc., Nata Farms Inc., SSC Ventures (No. 105) Ltd. and Spallumcheen Farm Ltd. (collectively, the “**Companies**”) coming on for hearing at Vancouver, British Columbia, on the 15th day of May 2025; AND ON HEARING Noor Mann, counsel for the Receiver, and those other counsel listed on Schedule “A” hereto; AND UPON READING the material filed;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Receiver’s Notice of Application filed May 12, 2025 and supporting materials is hereby abridged so that the application is properly returnable on May 15, 2025, and the need for further service of the Notice of Application and supporting materials is hereby dispensed with.

2. The activities of Alvarez & Marsal Canada Inc. in its capacity as court-appointed Monitor of the Companies (in that capacity, the “**Monitor**”), as set out in the Pre-Filing Report of the Proposed Monitor dated February 16, 2024, the First Report of the Monitor dated March 7, 2024, the Second Report of the Monitor dated May 16, 2024, and the Third Report of the Monitor dated June 19, 2024, are hereby approved.

3. The activities of the Receiver, as set out in the First Report of the Receiver dated July 26, 2024 and the Second Report of the Receiver dated May 9, 2025 (the “**Receiver’s Second Report**”), are hereby approved.

4. The fees and disbursements of the Monitor, the Receiver, and Lawson Lundell LLP in its capacity as counsel to the Monitor and the Receiver, estimated fees and disbursements for the Receiver and Lawson Lundell LLP to complete their duties in connection with this receivership, as set out in the Receiver’s Second Report and the Affidavit #1 of Bryan Gibbons made on May 9, 2025, are hereby approved.

5. After payment of the fees and disbursements of the Receiver as herein approved, the Receiver shall pay all funds remaining in its hands as follows:

- (a) \$925,513 to the Receiver General for payment of the deemed trust claim of the CRA; and
- (b) the balance to the Bank of Nova Scotia (“**BNS**”).

6. The Receiver is authorized to file an assignment in bankruptcy in respect of Bifano Consolidated and Nata pursuant to s. 49 of the *Bankruptcy and Insolvency Act* (the “**BIA**”), R.S.C. 1985, c B-3, as amended, appointing Alvarez & Marsal Canada Inc. as Trustee of Bifano Consolidated and Nata. The Receiver is authorized to sign such documents in the name of Bifano Consolidated and Nata and to take such steps as are necessary to make the assignments in to bankruptcy. For greater certainty, no resolutions or other authorizations from directors, officers or shareholders of Bifano Consolidated or Nata will be required to commence the bankruptcy proceedings. The Receiver shall be entitled, but not obligated, to act as trustee of Bifano Consolidated and Nata in such bankruptcies.

7. Alvarez & Marsal Canada Inc. is hereby released and discharged from any and all liability that Alvarez & Marsal Canada Inc. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Alvarez & Marsal Canada Inc. while acting in its capacity as Receiver herein. Without limiting the generality of the foregoing Alvarez & Marsal Canada Inc. is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings.

8. Upon the Receiver filing a certificate certifying that it has made the payments set out in paragraph 5 hereof, assigned Bifano Consolidated and Nata into bankruptcy, and otherwise completed the remaining outstanding activities described in the Receiver's Second Report:

- (a) the Receiver's Charge and the Receiver's Borrowing Charge (both as defined in the Receivership Order) shall be terminated, released and discharged;
- (b) these Receivership Proceedings shall be terminated; and
- (c) the Receiver shall be discharged as Receiver of the assets, undertaking and property of the Companies, provided that notwithstanding its discharge herein: (i) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; (ii) 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 Alvarez & Marsal Canada Inc. in its capacity as Receiver; and (iii) if the Receiver receives any additional funds in connection with the receivership, including any tax return payable to any of the Companies after its discharge, then subject to such fees, taxes, or other costs as may be payable in connection therewith, the Receiver shall pay such additional funds to BNS.

9. Notwithstanding any provision herein, this Order shall not affect any person to whom notice of these proceedings was not delivered as required by the *Bankruptcy and Insolvency Act* and regulations thereto, any other applicable enactment or any other Order of this Court.

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 Noor Mann

☐ Party ☒ Lawyer for the Receiver,
Alvarez & Marsal Canada Inc.

BY THE COURT

REGISTRAR

SCHEDULE C

No. S241161
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE BANK OF NOVA SCOTIA

PETITIONER

AND:

BIFANO CONSOLIDATED INC.
NATA FARMS INC.
SPALLUMCHEEN FARM LTD.

RESPONDENTS

RECEIVER'S CERTIFICATE OF COMPLETION

Pursuant to the Order made May 15, 2025 in these proceedings (the "Discharge Order"), Alvarez & Marsal Canada Inc. files this Certificate with this Honourable Court as confirmation that it has:

1. made the payments set out in paragraph 5 of the Discharge Order;
2. assigned Bifano Consolidated Inc. and Nata Farms Inc. into bankruptcy; and
3. completed all outstanding and required activities as set out in the Receiver's Fifth Report to Court dated May 9, 2025

such that subject to paragraph 8 of the Discharge Order it is hereby discharged, and attaches its Final Statement of Receipts and Disbursements in that respect.

Dated: _____, 2025

**Alvarez & Marsal Canada Inc. in its capacity
as Court-Appointed Receiver**

Per:

SCHEDULE "D"

MODEL DISCHARGE ORDER

~~[Current to August 1, 2015]~~

No. S241161
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
~~IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,~~
R.S.C. 1985, c. C-36

BETWEEN:

THE BANK OF NOVA SCOTIA

PETITIONER

AND:

BIFANO CONSOLIDATED INC.
NATA FARMS INC.
SPALLUMCHEEN FARM LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

DISCHARGE ORDER

BEFORE THE HONOURABLE)

)

dd/mm/yyyy 15/MAY/2025

)

MADAM JUSTICE FITZPATRICK

THE APPLICATION of ~~[RECEIVER'S NAME]~~ Alvarez & Marsal Canada Inc., in its capacity as Court-appointed ~~[Receiver or]~~ Receiver and Manager (the "Receiver") of the assets, undertakings and properties of ~~[Name of Debtor]~~ Bifano Consolidated Inc., Bifano Farms Inc., Nata Farms Inc., SSC Ventures (No. 105) Ltd. and Spallumcheen Farm Ltd. (collectively, the "Companies") coming on for hearing at Vancouver, British Columbia, on the 15th day of , 20 May 2025; AND ON HEARING Noor Mann, counsel for the Receiver, and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, ~~including the Report of the Receiver dated~~ (the "Report") [1];

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Receiver's Notice of Application filed May 12, 2025 and supporting materials is hereby abridged so that the application is properly returnable on May 15, 2025, and the need for further service of the Notice of Application and supporting materials is hereby dispensed with.

2. The activities of Alvarez & Marsal Canada Inc. in its capacity as court-appointed Monitor of the Companies (in that capacity, the "Monitor"), as set out in the Pre-Filing Report of the Proposed Monitor dated February 16, 2024, the First Report of the Monitor dated March 7, 2024, the Second Report of the Monitor dated May 16, 2024, and the Third Report of the Monitor dated June 19, 2024, are hereby approved.

3. ~~1-~~ The activities of the Receiver, as set out in the First Report of the Receiver dated July 26, 2024 and the Second Report of the Receiver dated May 9, 2025 (the "Receiver's Second Report"), are hereby approved.

4. ~~2-~~ The fees and disbursements of the Monitor, the Receiver, and Lawson Lundell LLP in its capacity as counsel to the Monitor and the Receiver, estimated fees and disbursements for the Receiver and Lawson Lundell LLP to complete their duties in connection with this receivership, as set out in the Receiver's Second Report and the Fee-Affidavit #1 of Bryan Gibbons made on May 9, 2025, are hereby approved. {2}

5. ~~3-~~ After payment of the fees and disbursements of the Receiver as herein approved, the Receiver shall pay all funds remaining in its hands as follows:

(a) \$925,513 to [NAME OF PARTY]. {3} the Receiver General for payment of the deemed trust claim of the CRA; and

(b) the balance to the Bank of Nova Scotia ("BNS").

6. The Receiver is authorized to file an assignment in bankruptcy in respect of Bifano Consolidated and Nata pursuant to s. 49 of the Bankruptcy and Insolvency Act (the "BIA").

R.S.C. 1985, c B-3, as amended, appointing Alvarez & Marsal Canada Inc. as Trustee of Bifano Consolidated and Nata. The Receiver is authorized to sign such documents in the name of Bifano Consolidated and Nata and to take such steps as are necessary to make the assignments in to bankruptcy. For greater certainty, no resolutions or other authorizations from directors, officers or shareholders of Bifano Consolidated or Nata will be required to commence the bankruptcy proceedings. The Receiver shall be entitled, but not obligated, to act as trustee of Bifano Consolidated and Nata in such bankruptcies.

7. Alvarez & Marsal Canada Inc. is hereby released and discharged from any and all liability that Alvarez & Marsal Canada Inc. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Alvarez & Marsal Canada Inc. while acting in its capacity as Receiver herein. Without limiting the generality of the foregoing Alvarez & Marsal Canada Inc. is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings.

8. 4. Upon payment of the amounts set out in paragraph 3 hereof [and upon the Receiver filing a certificate certifying that it has made the payments set out in paragraph 5 hereof, assigned Bifano Consolidated and Nata into bankruptcy, and otherwise completed the remaining outstanding activities described in the Receiver's Second Report] [4], :-

(a) the Receiver's Charge and the Receiver's Borrowing Charge (both as defined in the Receivership Order) shall be terminated, released and discharged;

(b) these Receivership Proceedings shall be terminated; and

(c) the Receiver shall be discharged as Receiver of the assets, undertaking and property of the Debtor Companies, provided that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) 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 [RECEIVER'S NAME] Alvarez &

Marsal Canada Inc., in its capacity as Receiver; and (iii) if the Receiver receives any additional funds in connection with the receivership, including any tax return payable to any of the Companies after its discharge, then subject to such fees, taxes, or other costs as may be payable in connection therewith, the Receiver shall pay such additional funds to BNS.

5. ~~[Release of Receiver.] [5]~~

9. ~~6.~~ Notwithstanding any provision herein, this Order shall not affect any person to whom notice of these proceedings was not delivered as required by the *Bankruptcy and Insolvency Act* and regulations thereto, any other applicable enactment or any other Order of this Court. ~~[6]~~

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 Noor Mann

☐ Party ☐ Lawyer for the ~~Petitioners~~ Receiver,
Alvarez & Marsal Canada Inc.

<Print Name>

Signature of

☒ Party ☐ Lawyer for <name of party(ies)>

<Print Name>

BY THE COURT

REGISTRAR

BRITISH COLUMBIA MODEL DISCHARGE ORDER—
EXPLANATORY NOTES

B.C. Model Insolvency Order Committee,
Vancouver, British Columbia

These Notes are to be read together with the model Discharge Order developed by the B.C. Model Insolvency Order Committee (as described below).

[1] — This model order assumes that the time for service does not need to be abridged.

[2] — This model order assumes the approval of the Receiver's fees and disbursements is done on a summary basis. If the Court determines that the assessment of the Receiver's fees and disbursements should be assessed by a Registrar, then this paragraph should be changed to read: "The Receiver shall pass its accounts before a Registrar of the Supreme Court who shall prepare a report and recommendation to the Court." The balance of the relief provided for in this model order should in such case be deleted and can be sought on the subsequent application for approval of the Registrar's report.

[3] — This model order assumes that the material filed supports a distribution to a specific secured creditor or other party.

[4] — Counsel should consider including this provision only if the Receiver's Report identifies any outstanding matters that should be completed before the Receiver's discharge.

[5] — The BCMIOC was divided as to whether a general release might be appropriate. On the one hand, the Receiver has presumably reported its activities to the Court, and presumably the reported activities have been approved in prior Orders. Moreover, the Order that appointed the Receiver likely has protections in favour of the Receiver. These factors tend to indicate that a general release of the Receiver is not necessary. On the other hand, the Receiver has acted only in a representative capacity and as the Court's officer, so the Court may be of the view that it is appropriate to insulate the Receiver from liability by way of a general release. Some members of the BCMIOC felt that, absent a general release, Receivers might hold back funds and/or wish to conduct a claims bar process, which would unnecessarily add time and cost to the receivership.

— Without intending to express an opinion as to whether a general release is appropriate, the BCMIOC has decided not to include the general release language in the body of the model order. Whether such language is appropriate is a matter to be considered by the presiding Judge based on the specific circumstances of the case. If this relief is being sought, stakeholders should be specifically advised and given ample notice.

—— If a general release is ordered, the language approved by the BCMIOC is as follows:

5. ~~[RECEIVER'S NAME] is hereby released and discharged from any and all liability that [RECEIVER'S NAME] now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of [RECEIVER'S NAME] while acting in its capacity as Receiver herein. Without limiting the generality of the foregoing, [RECEIVER'S NAME] is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings.~~

[6] ~~If not included in a previous report, the Receiver should include in the Report filed in support of the application evidence that the Receiver satisfied its notice obligations, including under the *Bankruptcy and Insolvency Act*.~~

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Document 2 ID	iManage://DMS/Lawson/27606415/2
Description	#27606415v2<Lawson> - 2025-05-XX Discharge Order
Rendering set	Standard

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Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	60
Deletions	62
Moved from	5
Moved to	5
Style changes	0
Format changes	0
Total changes	132

No. S241161
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36**

BETWEEN:

THE BANK OF NOVA SCOTIA

PETITIONER

AND:

BIFANO CONSOLIDATED INC.,
BIFANO FARMS INC.
NATA FARMS INC.,
SSC VENTURES (NO. 105) LTD. AND
SPALLUMCHEEN FARM LTD.

RESPONDENTS

NOTICE OF APPLICATION



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