

Vancouver

01-Oct-24

REGISTRY

No. S-245481
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

AND

IN THE MATTER OF THE *COOPERATIVE ASSOCIATION ACT*, S.B.C. 1999, C 28

AND

IN THE MATTER OF BC TREE FRUITS COOPERATIVE, BC TREE FRUITS INDUSTRIES
LIMITED AND GROWERS SUPPLY COMPANY LIMITED

PETITIONERS

SECOND REPORT OF THE MONITOR

ALVAREZ & MARSAL CANADA INC.

SEPTEMBER 27, 2024

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1.0 INTRODUCTION

- 1.1 On August 13, 2024 (the “**Filing Date**”), in Supreme Court of British Columbia Action No. S-245481, Vancouver Registry (the “**CCAA Proceedings**”), the Supreme Court of British Columbia (the “**Court**”) granted BC Tree Fruits Cooperative (“**BCTFC**”), BC Tree Fruit Industries Limited (“**BCTF Industries**”) and Growers Supply Company Limited (“**GSC**”, together with BCTFC and BCTF Industries, the “**BCTF Group**” or the “**Petitioners**”) an initial order (“**Initial Order**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). Among other things, the Initial Order granted the BCTF Group an initial stay of proceedings up to and including August 23, 2024 (the “**Stay Period**”) and appointed Alvarez & Marsal Canada Inc. (“**A&M**”) as the monitor of the BCTF Group (the “**Monitor**”) with enhanced powers.
- 1.2 On August 23, 2024, the Court granted an order extending the Stay Period to August 26, 2024.
- 1.3 On August 26, 2024, the Court granted the following orders:
- a) an amended and restated initial order (the “**ARIO**”), which amends and restates the Initial Order to, among other things:
 - a. extend the Stay Period through to November 3, 2024;
 - b. authorize the Monitor to sell the BCTF Group’s bulk bins without requirement for any further orders of the court, irrespective of the total proceeds of such sales;
 - c. declare that terminated employees of the BCTF Group meet the criteria established by section 3.2 of the Wage Earner Protection Program Regulations, SOR/2008-222;
 - d. increase the Administration Charge, as defined in the Initial Order, from \$250,000 to \$500,000; and
 - e. increase the amount the Petitioners are authorized to borrow under the Interim Lending Facility (as defined below) from \$1.165 million to \$4.05 million.
 - a) an order (the “**SISP Order**”): (i) approving a sales and investment solicitation process in respect of certain assets of BCTFC (the “**BCTF SISP**”); (ii) approving a sales and investment solicitation process in respect of the assets of GSC and certain real property of BCTFC (the “**GSC SISP**”, and together with the BCTF SISP, the “**SISPs**”); and (iii) authorizing and directing the Monitor and the Petitioners to perform their obligations and do all things necessary or desirable to perform their obligations under the SISPs; and

- b) an order (the “**Representative Counsel Order**”): (i) appointing Mr. Amarjit Singh Lalli as the representative of all of the voting members of BCTFC; (ii) appointing Osler, Hoskin & Harcourt LLP (the “**Representative Counsel**”) as representative counsel for all of BCTFC’s voting members; and (iii) granting a charge in the amount of \$100,000 over the Petitioners’ assets as security for the payment of the Representative Counsel’s fees.
- 1.4 On September [X], 2024, the Monitor filed an application to be heard on October 4, 2024 for the following orders:
- a) two orders approving two separate asset sales arising from the GSC SISP; and
 - b) an order postponing BCTFC’s 2024 Annual General Meeting (“**AGM**”) to April 30, 2025.
- 1.5 Further information regarding the CCAA Proceedings, including copies of all orders made in these proceedings and all affidavits, reports of the Monitor and other Court-filed documents and notices (other than anything filed under seal) are available on the Monitor’s website at www.alvarezandmarsal.com/bctreefruits (the “**Monitor’s Website**”).

2.0 PURPOSE OF REPORT

- 2.1 This second report (the “**Second Report**”) has been prepared by the Monitor to provide information to this Honourable Court in respect of the following:
- a) the results of the GSC SISP, including the proposed agreements for the purchase and sale of certain assets of BCTFC and GSC;
 - b) an update with respect to the BCTF SISP;
 - c) the status of the other property and asset sales;
 - d) a comparison of the actual receipts and disbursements of the Petitioners as compared to the projected cash flow (the “**Cash Flow Forecast**”) for the period from August 5 to September 22, 2024;
 - e) the rationale for the postponement of the AGM; and
 - f) the Monitor’s recommendations with respect to the orders being sought by it.
- 2.2 The Second Report should be read in conjunction with the materials filed by the Petitioners in the CCAA Proceedings (collectively, the “**Filed Materials**”), including the Monitor’s First Report dated August 22, 2024, and the first affidavit of Doug Pankiw dated August 12, 2024, as background information contained in the Filed Materials has not been included herein to avoid

unnecessary duplication. Capitalized terms not defined herein have the meaning given in the Filed Materials.

3.0 TERMS OF REFERENCE

3.1 In preparing this report, A&M has necessarily relied upon unaudited financial and other information supplied, and representations made to it, by certain senior management of the BCTF Group (“**Management**”). Although this information has been subject to review, A&M has not conducted an audit nor otherwise attempted to verify the accuracy or completeness of any of the information prepared by Management, or otherwise provided by the Petitioners. Accordingly, A&M expresses no opinion and does not provide any other form of assurance on the accuracy and/or completeness of any information contained in this report, or otherwise used to prepare this report.

3.2 Certain of the information referred to in this report consists of financial forecasts and/or projections prepared by Management. An examination or review of financial forecasts and projections and procedures as outlined by the Chartered Professional Accountants of Canada has not been performed. Readers are cautioned that since financial forecasts and/or projections are based upon assumptions about future events and conditions that are not ascertainable, actual results will vary from those forecasts and/or projected and the variations could be significant.

3.3 Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

4.0 GSC SISP

4.1 The assets marketed for sale under the GSC SISP consisted of three pieces of real property (one owned by GSC and two owned by BCTFC but used by GSC), machinery and equipment, inventory, accounts receivable, intellectual property and goodwill (collectively, the “**GSC Assets**”) that would be necessary to operate GSC’s business as a going concern.

4.2 On August 26, 2024, the Monitor commenced the GSC SISP by distributing marketing materials, a draft form of a confidentiality agreement (the “**Confidentiality Agreement**”) and the SISP Order to Potential Bidders (as defined in the GSC SISP), which ultimately totaled 89 parties. 13 parties executed Confidentiality Agreements and, upon verification of their credentials, were deemed Qualified Bidders (as defined in the GSC SISP) and granted access to the electronic data room established by the Monitor.

- 4.3 As of September 16, 2024 (“**GSC Final Bid Deadline**”), two strategic buyers and one liquidator submitted offers for portions of the GSC Assets. The offers were further amended subsequent to the GSC Final Bid Deadline. No *en bloc* offers were submitted.
- 4.4 Upon the Monitor’s review, and in consultation with the Canadian Imperial Bank of Commerce (“**CIBC**”), the Monitor has entered into two separate asset purchase agreements (which remain subject to Court approval) as follows:
- a) an asset purchase agreement (the “**Terralink APA**”) with Terralink Horticulture Inc. (“**Terralink**”) for all of GSC’s commercial chemical and fertilizer inventory. A copy of the Terralink APA is attached to this Second Report as Appendix “A”; and
 - b) an asset purchase agreement (the “**MOH APA**”) with Mitch Oostenbrink Holdings Ltd. (“**MOH**”) for all of GSC’s irrigation inventory, GSC’s Vernon location (1200 Waddington Drive, Vernon, the “**Vernon Property**”), and the inventory (except commercial chemical and fertilizer inventory) and chattels located at the Vernon Property. A copy of the MOH APA is attached to this Second Report as Appendix “B”

TerraLink Horticulture Inc.

- 4.5 Terralink submitted an offer (the “**Terralink Offer**”) for all commercial chemical and fertilizer inventory for a purchase price of approximately \$2.88 million, subject to final adjustments (the “**Terralink Purchase Price**”).
- 4.6 The closing date for the Terralink APA is three business days following approval of the transaction by this Honourable Court, providing that the closing date is no later than October 14, 2024.
- 4.7 On September 17, 2024, the Monitor’s legal counsel confirmed receipt of a deposit in the amount of \$330,000 in relation to Terralink Offer.
- 4.8 The Terralink Purchase Price was determined based on a percentage of cost of GSC’s commercial chemical and fertilizer inventory and is subject to adjustment upon a final inventory count, which is expected to take place within 15 days of closing.
- 4.9 The Monitor is supportive of the Terralink APA, including for the following reasons:
- a) the Terralink Offer of \$2.88 million is the highest and best offer received by the Monitor for the chemical and fertilizer inventory in the GSC SISP. Based on discussions with a liquidator, the Monitor is satisfied the purchase price significantly exceeds the potential liquidation value of such inventory;

- b) The Monitor notes that the value of fertilizer and crop protection products are dependent on seasonal purchase patterns, with the fall and winter being slower sale seasons for many products, as well as the limited shelf-life of certain products due to expiry dates;
 - c) the Terralink APA will close shortly after Court approval;
 - d) a deposit in the amount of \$330,000 was received by the Monitor’s legal counsel in trust on September 26, 2024. The Monitor is also in receipt of a letter from a major registered Canadian bank providing assurance that Terralink has the financial wherewithal to consummate the transaction, including sufficient unencumbered cash on hand;
 - e) since BCTFC ceased operations in late July 2024, GSC has not replenished any inventory. The Monitor is of the view that time is of the essence to realize on inventory as the attractiveness of the product assortment is diminishing; and
 - f) the secured creditor, CIBC, is supportive of the Terralink Offer.
- 4.10 After receiving the Terralink Offer, GSC suspended the sale of commercial chemicals and fertilizers at GSC stores effective September 23, 2024.

Mitch Oostenbrink Holdings Ltd.

- 4.11 MOH submitted an offer (the “**MOH Offer**”) for the following assets for a total purchase price of \$2.94 million:
- a) the Vernon Property, with an allocated value of \$2.6 million;
 - b) inventory: all retail water, irrigation and agricultural products, with an allocated value of \$254,000;
 - c) inventory and chattels at the Vernon Property, including equipment and furnishings located at the Vernon Property (but excluding any commercial chemical or fertilizer inventory), with an allocated value of \$55,000; and
 - d) equipment: three forklifts and a pick-up truck located at the Vernon Property, with an allocated value of \$31,000.
- 4.12 The closing date for the MOH APA is 10 days following approval of the transaction by this Honourable Court, provided that the closing date shall not be later than October 14, 2024.
- 4.13 The Monitor is supportive of the MOH Offer, including for the following reasons:
- a) the MOH Offer of \$2.94 million is the highest and best offer received by the Monitor for the assets subject to the MOH APA in the GSC SISP;
 - b) in evaluating the MOH Offer, the Monitor considered that:

- a. the allocated purchase price for the Vernon Property of \$2.6 million exceeds the 2024 BC Assessment value of \$2.2 million. The Monitor received an indication of value of the Vernon Property from BCTFC’s realtor, which is generally consistent with the allocated purchase price for the property. The Monitor notes that the Vernon Property has been listed on MLS at \$2.995 million since September 23, 2024, and the listing has not generated any offers as at the time of this Second Report; and
 - b. the allocated purchase price of the remainder of the assets totaled \$340,000 and is generally in line with the range of the preliminary liquidation value as indicated by a liquidator;
 - c) the MOH APA will close shortly after Court approval, and no later than October 14, 2024;
 - d) a deposit in the amount of \$300,000 was received by the Monitor’s legal counsel in trust on September 27, 2024. The MOH Offer is not subject to financing requirements; and
 - e) the secured creditor, CIBC, is supportive of the MOH Offer.
- 4.14 After receiving the MOH Offer, GSC suspended the sale of all irrigation supplies at all GSC stores and shut down GSC’s Vernon store, all effective September 23, 2024.

Remaining GSC Property

- 4.15 Given that no *en bloc* offers for the GSC Property were received, the Monitor is currently considering options for the remaining GSC Property that is excluded from the Terralink and MOH APAs. That property includes:
- a) lands located at 2605 Acland Road, Kelowna, B.C. (the “**Acland Property**”);
 - b) lands located at 754 35th Ave S, Creston, B.C. (the “**Creston Property**”); and
 - c) all remaining inventory, equipment, chattels, and intellectual property such as branding not included in the Terralink and MOH APAs.
- 4.16 The Acland Property and the Creston Property have been listed with Colliers Macaulay Nicolls Inc. since September 11, 2024. It is the Monitor’s intention to continue the listing arrangement and review offers as they are presented.
- 4.17 The Monitor is currently considering the strategy around the treatment of the remaining inventory, equipment and chattels, including but not limited to liquidation via an auctioneer, administering a liquidation sale with current GSC staff, or a combination of both.

5.0 BCTF SISP

- 5.1 On August 27, 2024, the Monitor commenced the BCTF SISP by distributing marketing materials, the Confidentiality Agreement and the SISP Order to Potential Bidders (as defined in the BCTF SISP), which now total 100 parties. As of September 26, 2024, 22 parties had executed Confidentiality Agreements and, upon verification of their credentials, were granted access to the electronic data room as Qualified Bidders (as defined in the BCTF SISP).
- 5.2 The Monitor and BCTFC management have been responding to requests for detailed information and procedural enquiries from the Qualified Bidders.
- 5.3 As of September 24, 2024, BCTFC management had conducted site tours for four parties, and have three further site tours scheduled for the week ending September 29, 2024.

6.0 BROKERAGE-LISTED PROPERTIES AND SALE OF OTHER ASSETS

Vaughan Property

- 6.1 As noted in the First Report, prior to the CCAA Proceedings, BCTFC had received and accepted an offer (the “**First Vaughan Offer**”) and entered into an agreement of purchase and sale for 880 Vaughan Avenue, Kelowna (the “**Vaughan Property**”). The agreement contemplated, among other things, a subject removal date of August 30, 2024 and a closing date 30 business days following the date the purchaser removes subjects (i.e. on or around October 16, 2024). The First Vaughan offer was ultimately terminated as the due diligence conditions were not lifted.
- 6.2 Subsequent to the termination of the First Vaughan Offer, the Monitor received an offer for the Vaughan Property from another party (the “**Second Vaughan Offer**”). On September 20, 2024, after consulting with the secured lender, CIBC, and the listing broker, Unison HM Commercial Realty (“**HM Realty**”), the Monitor accepted the Second Vaughan Offer.
- 6.3 The Second Vaughan Offer contemplates, among other things, a subject removal date of October 30, 2024, and Court approval no more than 30 days after the subject removal date. Closing is expected to occur 10 business days after Court approval of the transaction. Subject to the purchaser waiving conditions by the subject removal date, the Monitor intends to seek approval of the Second Vaughan Offer from this Honourable Court shortly thereafter.

Sexsmith Property

- 6.4 In the First Report, the Monitor noted that BCTFC had received an offer for the lands located at 3335 and 3345 Sexsmith Road, Kelowna, B.C. and 3670 Highway 97, Kelowna, B.C. (collectively, the “**Sexsmith Property**”) prior to the CCAA Proceedings. After the date of the First Report, the

Monitor received an offer for the Sexsmith Property from Novem Pharmaceuticals Inc. (“**Novem**”). On September 5, 2024, after discussions with BCTFC management, CIBC and HM Realty, the Monitor entered into an Agreement of Purchase and Sale (the “**Sexsmith PSA**”) and a short-term lease agreement (the “**Sexsmith Lease**”) with Novem.

- 6.5 The Sexsmith PSA is subject to certain conditions in favour of Novem which must be fulfilled or waived by October 31, 2024. If the conditions are lifted, the Sexsmith PSA contemplates Court approval by November 15, 2024 and a closing date of November 29, 2024. The Sexsmith Lease allows Novem to operate the cold storage and controlled atmosphere facilities located on the Sexsmith Property to store apples from the 2024 harvest while the Sexsmith PSA is being advanced.
- 6.6 If the conditions under the Sexsmith PSA are lifted, the Monitor intends to seek Court approval of the Sexsmith PSA shortly thereafter.

Auctioned Equipment

- 6.7 The First Report noted that on June 1, 2024, the Petitioners had entered into an auction agreement to market for sale two pieces of equipment consisting of a pear processing and box crate packing line (the “**Auctioned Equipment**”) through an online public auction to be conducted from August 28, 2024 to September 4, 2024. Net proceeds realized from the Auctioned Equipment are approximately US\$114,000.

7.0 POSTPONEMENT OF THE AGM

- 7.1 Pursuant to section 143.2 of the *BC Cooperative Association Act*, cooperatives are required to hold an AGM at least once in every calendar year within four months of the fiscal year end. Accordingly, in the ordinary course, BCTFC would be required to hold its 2024 AGM by September 30, 2024. The Monitor understands that BCTFC has received an extension to do so until December 19, 2024, and, prior to commencement of the CCAA Proceedings had scheduled an AGM to be held on November 21, 2024.
- 7.2 The Monitor’s expanded powers granted by this Honourable Court under the Initial Order and the ARIO provides the Monitor with the ability to, among other things, manage and operate the business of the BCTF Group and market, conduct, supervise and direct the sale, conveyance, transfer, lease, assignment or disposal of any property of the BCTF Group. Accordingly, while the BCTF Group’s Board of Directors have been provided with updates by the Monitor on developments in the CCAA Proceedings, the Board has no involvement in any of the BCTF Group’s decision-making processes.

- 7.3 The Monitor also notes that any significant developments within the CCAA Proceedings are regularly reported to this Honourable Court and are available on the Monitor's Website.
- 7.4 Requiring BCTFC to hold an AGM at this time would cause BCTFC to incur significant expense. BCTFC has already paid a reservation fee of \$868.91, which is partially refundable depending on the amount of cancellation notice provided. In addition, it is anticipated that BCTFC will incur costs of over \$10,000, associated with arranging for all of the voting equipment, refreshments, security and providing notice to the members.
- 7.5 Apart from costs, convening an AGM would be an unhelpful distraction to BCTFC's management and the Monitor, who are focused on advancing the SISPs within the timelines specified therein. It would, in the Monitor's view, be prejudicial to devote time and resources to preparing for an AGM at this time.
- 7.6 For the foregoing reasons, the Monitor is of the view that holding an AGM for the current year is not necessary and should be postponed until a date no later than April 30, 2025, subject to further extension by the Court.

8.0 CASH FLOW VARIANCE FOR THE PERIOD ENDED SEPTEMBER 22, 2024

- 8.1 As part of the ongoing oversight and monitoring of the business and financial affairs of the BCTF Group, the Monitor has set up a weekly cash flow review protocol with the Petitioners to compare actual cash flows against the Cash Flow Forecast. The Petitioners' actual cash receipts and disbursements compared to the Cash Flow Forecast during the period from August 5, 2024, to September 22, 2024 (the "**Reporting Period**"), is summarized below.

BC Tree Fruits Cooperative & Growers Supply Company Limited			
Cash Flow Variance Analysis			
For the period August 5, 2024 to September 22, 2024			
<i>(C\$000s)</i>			
	For the 7 weeks ended September 22, 2024		
	Actual	Forecast	Variance
Receipts			
AR collections and sales	\$ 6,144	\$ 3,500	\$ 2,644
Bin Sales	1,548	325	1,223
Total Receipts	7,692	3,825	3,867
Disbursements			
Payroll, benefits and payroll taxes	623	753	130
Board Payments	7	10	2
Utilities/telephone/internet	3	104	101
Other general and administrative costs	189	431	242
GST/PST	11	72	60
Contingency	-	60	60
Total Disbursements	833	1,428	595
Operating Cash Flows	6,859	2,397	4,462
CCAA disbursements			
Professional fees	356	895	539
DIP fees and interest	5	7	2
Total CCAA disbursements	360	902	542
Net Cash Flow	6,499	1,495	5,004
CIBC Overdraft Facility - opening	(22,535)	(22,076)	(459)
Total collections & adjustments	7,130	2,933	3,877
CIBC Overdraft Facility - closing	(15,405)	(19,143)	3,738
CIBC loan - opening	(28,749)	(28,749)	-
Repayment	134	892	(758)
CIBC loans - closing	(28,616)	(27,857)	(758)
CIBC - Interim Lending Facility - opening	-	-	-
Interim Lending Facility Draws	(1,071)	(2,332)	1,261
Repayment	-	-	-
CIBC Interim Lending Facility - closing	(1,071)	(2,332)	1,261
Total CIBC debt	(45,092)	(49,332)	4,241

8.2 As of September 22, 2024, the Petitioners experienced a net favorable cash flow variance of \$5 million, primarily as a result of the following:

- a) receipts were approximately \$3.9 million higher than forecast due to i) higher than anticipated sales and accelerated collections from GSC; and ii) higher than anticipated bin sales and accelerated accounts receivable collections for BCTFC;
- b) payroll, benefits and payroll taxes were \$130,000 lower than forecast due to lower staffing levels at GSC;
- c) disbursements for utilities, telephone, and internet were \$101,000 lower than forecast due to timing differences;

- d) other general and administrative costs were \$242,000 lower than forecast due to timing differences;
 - e) disbursements for GST and PST were \$60,000 lower than forecast as remittances for July are subject to the stay of proceedings; and
 - f) professional fees have been \$539,000 lower than forecast due to timing differences.
- 8.3 As discussed in the Monitor’s Pre-Filing Report, the Petitioners have been granted access to an Interim Lending Facility. As of September 22, 2024, the Petitioners had drawn \$1.1 million under the Interim Lending Facility, creating a favorable variance of \$1.3 million against the forecast.
- 8.4 In accordance with the terms of the Interim Lending Facility, cash receipts collected by the Petitioners along with cash flow adjustments have been applied against the balance of the CIBC Overdraft Facility. As of September 22, 2024, the balance of the Overdraft Facility totaled \$15.4 million, representing a favorable variance of \$3.7 million against the forecast.
- 8.5 As at September 22, 2024, the Petitioners maintained term loans with CIBC of \$28.6 million, representing an unfavorable variance of \$758,000 compared to the forecast as cash receipts have been applied to the Overdraft Facility in priority to the term loans.
- 8.6 As at September 22, 2024, the combined total indebtedness of the Petitioners to CIBC was \$4.2 million lower than forecast and totaled \$45.1 million.
- 8.7 Since the commencement of the CCAA Proceedings, the Monitor has been involved in the weekly review and reporting of the receipts and disbursements of the Petitioners to CIBC and its advisor as required by the terms of the Interim Lending Facility. Nothing has come to the attention of the Monitor that causes the Monitor to believe that there have been material adverse changes in the cash flow of the Petitioners or that would financially prejudice the stakeholders of the Petitioners.

9.0 CONCLUSION AND RECOMMENDATIONS

- 9.1 The Monitor respectfully recommends that this Honourable Court grant the following:
- a) orders approving the Terralink APA and the MOH APA; and
 - b) an order postponing BCTFC’s 2024 AGM to April 30, 2025.

All of which is respectfully submitted to this Honourable Court this 27th day of September, 2024.

Alvarez & Marsal Canada Inc.,
in its capacity as Monitor of
BC Tree Fruits Cooperative,
BC Tree Fruit Industries Limited and Growers Supply Company Limited



Per: Anthony Tillman
Senior Vice President



Per: Pinky Law
Vice President

Appendix A – Terralink APA

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated for reference September 27, 2024 and is made,

GROWERS SUPPLY COMPANY LIMITED (“GSC”), by their court-appointed monitor **ALVAREZ & MARSAL CANADA INC.** (the “**Monitor**”), acting solely in such capacity and not in its personal or corporate capacity

(collectively, GSC and the Monitor are referred to as the “**Vendor**”)

AND:

TERRALINK HORTICULTURE INC., a company incorporated pursuant to the laws of British Columbia, and having a registered office at Suite 2900-650 West Georgia Street, Vancouver, BC V6B 4N8

(the “**Purchaser**”)

WHEREAS:

- A. Pursuant to an order made in Supreme Court of British Columbia Action No. 245481, Vancouver Registry (the “**CCAA Proceedings**”) on August 13, 2024, subsequently amended and restated by a further order made on August 26, 2024 (as amended and restated, the “**ARIO**”), the Supreme Court of British Columbia (the “**Court**”) granted GSC, BC Tree Fruits Cooperative (“**BCTFC**”) and BC Tree Fruits Industries Limited (collectively, the “**BCTF Group**” or the “**Petitioners**”) protection from their creditors and appointed the Monitor as monitor of the BCTF Group with enhanced powers, among other things, all under the provisions of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985 c. C-36 (the “**CCAA**”).
- B. Pursuant to a further order made in the CCAA Proceedings on August 26, 2024, the Court approved a sales and investment solicitation process in respect of the assets and undertaking of GSC and certain real property of BCTFC (the “**GSC SISP**”) and authorized and directed the Monitor and GSC to do all things necessary or desirable to perform their obligations under and carry out the GSC SISP.
- C. The Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, the Purchased Assets (as defined herein), upon and subject to the terms and conditions set out herein (the “**Sale Transaction**”).

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 **Definitions.** In this Agreement:

- (a) “**Accounting Standards**” means at any time the accounting standards for private enterprises so prescribed in Part II of the CPA Canada Handbook – Accounting (Accounting Standards for Private Enterprises).
- (b) “**Accounts Receivable**” means all accounts receivable, trade accounts, and other debts owing to GSC.
- (c) “**Administration Charge**” has the meaning given to it in the ARIO.
- (d) “**Affiliate**” means, in respect of any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership or voting securities, by contract or otherwise.
- (e) “**Agreement**” means this Purchase and Sale Agreement and all attached Schedules and Exhibits, in each case as the same may be supplemented, amended, restated or replaced from time to time in accordance with the terms hereof, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and all attached Schedules and Exhibits and unless otherwise indicated, references to Articles, Sections, Schedules and Exhibits are to Articles, Sections, Schedules and Exhibits in this Agreement.
- (f) “**Applicable Law**” means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order, or any consent, exemption, approval or licence of any Governmental Authority, that applies in whole or in part to the Sale Transaction, the Monitor, the BCTF Group, the Purchaser, the Business, or any of the Purchased Assets.
- (g) “**Approval and Vesting Order**” means a Court order made in the CCAA Proceedings substantially in the form attached as Exhibit A hereto, with any amendments thereto to be acceptable to the Monitor and the Purchaser, each acting reasonably, which shall, among other things:
 - (i) authorize and approve this Agreement and the execution and delivery thereof by the Monitor on behalf of GSC;
 - (ii) authorize and direct the Monitor, GSC to complete the Sale Transaction; and
 - (iii) subject to and upon the delivery of the Monitor’s Certificate to the Purchaser, provide for:
 - (A) the vesting of the Purchased Assets in the Purchaser; and

- (B) the vesting off title to the Purchased Assets all Encumbrances.
- (h) “**BCTF Group**” has the meaning given to it in Recital A.
- (i) “**BCTF Owned Lands**” means the real property set out under the heading “BCTF Owned Lands” in Schedule A, including all buildings, structures, improvements and all appurtenances and attachments thereto.
- (j) “**Book Value**” means the listed value of the Chemical Inventory and the Fertilizer Inventory as set out in Schedule B.
- (k) “**Business**” means the business carried on by GSC, being the business of operating retail stores selling agricultural growing equipment and supplies.
- (l) “**Business Day**” means any day that is not a Saturday, Sunday, Boxing Day, Easter Monday or statutory holiday in British Columbia.
- (m) “**Business Records**” means all documents, files, records, reports, agreements, plans, specifications, drawings, surveys and correspondence in the possession or control of GSC relating to the Business or any of the Purchased Assets, but excluding all Excluded Assets.
- (n) “**CCAA**” has the meaning given to it in Recital A.
- (o) “**CCAA Charges**” means those charges against the property of the Petitioners created by orders of the Court made in the CCAA Proceedings, including, without limitation, the Administration Charge, Directors’ Charge, Interim Lender’s Charge, and Representative Counsel Charge, and the amounts secured thereby, as applicable.
- (p) “**CCAA Proceedings**” has the meaning given to it in Recital A.
- (q) “**Chattels**” means all of the personal property owned by GSC or BCTFC and used in the maintenance, management or operation of the Purchased Assets or any part thereof or the maintenance, management or operation of the Business.
- (r) “**Chemical Inventory**” means all chemical Inventory of GSC which is listed under Category 40 in Schedule B.
- (s) “**Claims**” means any claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a solicitor and client basis, interest, demands and actions of any nature or any kind whatsoever, and “**Claim**” means any of the foregoing.
- (t) “**Closing**” means the successful completion of the Sale Transaction.
- (u) “**Closing Date**” means that day which is three Business Days after Court Approval is granted, or if such day is not a Business Day, then the next Business Day, or any

other date as may be reasonably agreed to in writing by the Monitor and Purchaser provided that the Closing Date shall not be a date later than October 14, 2024.

- (v) “**Closing Documents**” has the meaning given to it in Section 8.4.
- (w) “**Closing Payment**” has the meaning given to it in Section 2.5(a)(iv).
- (x) “**Closing Statement**” has the meaning given to it in Section 2.5(b).
- (y) “**Closing Time**” means the time of the Closing on the Closing Date.
- (z) “**Contracts**” means all of BCTFC and GSC’s contracts, leases, deeds, mortgages, licences, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.
- (aa) “**Court**” has the meaning given to it in Recital A.
- (bb) “**Court Approval**” means the approval by the Court of this Agreement and the Sale Transaction as evidenced by the granting of the Approval and Vesting Order.
- (cc) “**Deposit**” has the meaning given to it in Section 2.4.
- (dd) “**Directors’ Charge**” has the meaning given to it in the ARIO.
- (ee) “**Encumbrance**” means any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, pledges, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary Claims or security arrangements of any kind, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the foregoing:
 - (i) any encumbrances, Claims or charges created by the ARIO, or any other order made in the CCAA Proceedings, including the CCAA Charges;
 - (ii) all charges, security interests or Claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system;
 - (iii) any legal notation, charge, lien, interest or other encumbrance or title defect of whatever kind or nature, regardless of form; and
 - (iv) any agreement, lease, license, option or Claim, easement, right of way, restriction, execution or other encumbrance (including any notice or other registration in respect of any of the foregoing) affecting title to or the ownership of the Purchased Assets or any part thereof or interest therein.

- (ff) **“Equipment”** means any and all machinery, tools, vehicles, implements, fixtures, appliances, and other tangible personal property owned by BCTFC and/or GSC or used in the maintenance, management or operation of the Business, including the Leased Equipment.
- (gg) **“Estimated Purchase Price”** has the meaning given to it in Section 2.5(b).
- (hh) **“ETA”** has the meaning given to it in Section 9.1.
- (ii) **“Excluded Assets”** has the meaning given to it in Section 2.3.
- (jj) **“Excluded Liabilities”** means any Liabilities of GSC or BCTFC, including without limitation:
 - (i) any taxes of or relating to the Business or the Purchased Assets, including statutory deductions and remittances, GST, and sales taxes, in respect of any period prior to the Closing Date;
 - (ii) any Liabilities or Encumbrances in respect of any litigation involving the Monitor, GSC, BCTFC, the Purchased Assets, the Excluded Assets or the Business, commenced or threatened or resulting from any event or circumstance prior to the Closing Date;
 - (iii) any other Encumbrances made, filed, claimed, perfected or otherwise arising or resulting from any event or circumstance prior to the Closing Date;
 - (iv) any Liabilities owing to or in favour of any employees that relate to any period prior to Closing, including without limitation outstanding salaries, wages and bonuses owing to any employees, any severance or other termination obligations, including payment in lieu of notice, and any Liability for employer health tax payable;
 - (v) all obligations and Liabilities arising under or in respect of any executive personnel agreements, officer or director agreements, employee benefit plans or payments, pension obligations, employee tax withholding obligations, employee health or dental plan obligations, all employee complaints or Claims, labour relations board actions or other employee proceedings;
 - (vi) all obligations and Liabilities under any Contracts;
 - (vii) all Liabilities for payment of fees for the ownership or operation of the Purchased Assets up to the Closing Date; and
 - (viii) any other obligations which pursuant to the terms and conditions of this Agreement, remain obligations of GSC or BCTFC after the completion of the transactions contemplated herein.

- (kk) **“Fertilizer Inventory”** means all the fertilizer Inventory of GSC which is listed under Category 41 in Schedule B.
- (ll) **“Final Closing Statement”** has the meaning given to it in Section 2.5(c).
- (mm) **“Final Purchase Price”** has the meaning given to it in Section 2.5(c).
- (nn) **“Governmental Authority”** means (i) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise), (ii) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government, (iii) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions, and (iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.
- (oo) **“GSC Owned Lands”** means the real property set out under the heading “GSC Owned Lands” in Schedule A, including all buildings, structures, improvements and all appurtenances and attachments thereto.
- (pp) **“GST”** has the meaning given to it in Section 9.1.
- (qq) **“GST Certificate”** has the meaning given to it in Section 9.1.
- (rr) **“Intellectual Property”** means all intellectual property and proprietary rights of any kind currently owned by GSC and pertaining to the Business, including the following: (a) trademarks, service marks, trade names, slogans, logos, designs, symbols, trade dress, internet domain names, uniform resource identifiers, rights in design, brand names, any fictitious names, d/b/a’s or similar filings related thereto, or any variant of any of them, and other similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (b) copyrights and copyrightable subject matter (including any registration and applications for any of the foregoing); (c) trade secrets and other confidential or proprietary business information (including manufacturing and production processes and techniques, research and development information, technology, intangibles, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information), know how, proprietary processes, formulae, algorithms, models, industrial property rights, and methodologies; (d) computer software, computer programs, and databases, which may include all access and login information and information respecting permits, licenses, export controlled goods (whether in source code, object code or other form); (e) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all

remedies at law or equity associated therewith; and (f) all websites and all telephone and facsimile numbers.

- (ss) “**Interim Lender’s Charge**” has the meaning given to it in the ARIO.
- (tt) “**Interim Period**” means the period between the date hereof and the Closing Date.
- (uu) “**Inventory**” means all inventories of every kind owned by GSC and pertaining to the Business including raw materials, packaging materials, work-in-progress and finished goods.
- (vv) “**Lands**” means the Leased Lands, the BCTF Owned Lands and the GSC Owned Lands, together.
- (ww) “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.
- (xx) “**Leased Equipment**” means all Equipment which is the subject of a lease agreement or financing agreement between one or more of GSC, as lessee or borrower, and one or more third party lenders, as lessor or lender.
- (yy) “**Leased Lands**” means the real property set out under the heading “Leased Lands” in Schedule A, including all buildings, structures, improvements and all appurtenances and attachments thereto.
- (zz) “**Liability**” means any debt, Claim, liability, duty, responsibility, obligations, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, or due or to become due and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.
- (aaa) “**Monitor**” has the meaning given to it in the preamble.
- (bbb) “**Monitor’s Certificate**” means a certificate to be filed with the Court by the Monitor certifying that: (i) the Monitor confirms, and has received from the Purchaser written confirmation in form and substance satisfactory to the Monitor that the Purchaser confirms, that all conditions to Closing have been satisfied or waived by the applicable Parties; and (ii) the Purchase Price and all applicable taxes payable by the Purchaser to the Vendor hereunder have been received by the Monitor’s Solicitors.
- (ccc) “**Monitor’s Solicitors**” means Fasken Martineau DuMoulin LLP.
- (ddd) “**Mutual Condition**” has the meaning given to it in Section 7.2.

- (eee) **“Parties”** means the Purchaser and the Vendor, and **“Party”** means any one of them.
- (fff) **“Permits, Licenses and Certifications”** means the certifications, licenses, approvals, permits, consents or other rights entered into or obtained by GSC set out in Schedule A from any Governmental Authority, and used in connection with the Business or in respect of any of the Purchased Assets.
- (ggg) **“Person”** means an individual, corporation, company, limited liability company, body corporate, partnership, joint venture, Governmental Authority, unincorporated organization, trust, association or other entity.
- (hhh) **“Personal Information”** means any factual or subjective information, recorded or not, about an employee, contractor, agent, consultant, officer, director, executive, customer or supplier of GSC or BCTFC who is a natural person, or about any other identifiable individual, including any record that can be manipulated, linked or matched by a reasonably foreseeable method to identify an individual, but does not include the name, title, or business address of an employee of an organization.
- (iii) **“PST”** has the meaning given to it in Section 9.2.
- (jjj) **“Purchase Price”** has the meaning given to it in Section 2.5.
- (kkk) **“Purchased Assets”** means all of GSC’s right, title and interest, in and to the Chemical Inventory and the Fertilizer Inventory.
- (lll) **“Purchaser”** has the meaning given to it in the preamble.
- (mmm) **“Purchaser’s Condition”** has the meaning given to it in Section 7.1.
- (nnn) **“Purchaser’s Solicitors”** means Lawson Lundell LLP or such other firm of solicitors or agents as are retained by the Purchaser from time to time and written notice of which is provided to the Monitor and the Monitor’s Solicitors.
- (ooo) **“Representative Counsel Charge”** has the meaning given to it in representative order of the Court made in the CCAA Proceedings on August 26, 2024.
- (ppp) **“Sale Transaction”** has the meaning given to it in Recital C.

1.2 Schedules and Exhibits. The Schedules and Exhibits to this Agreement, listed below, are an integral part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule A	Lands
Schedule B	Purchased Assets

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Form of Approval and Vesting Order
Exhibit B	Form of Monitor's Bring-Down Certificate
Exhibit C	Form of Purchaser's Bring-Down Certificate

ARTICLE 2 PURCHASE AND SALE

- 2.1 Agreement of Purchase and Sale.** Subject to the terms and conditions of this Agreement and based on the representations and warranties contained in this Agreement, the Vendor agrees to sell, and the Purchaser agrees to purchase, the Purchased Assets for the Purchase Price on the Closing Date free and clear of all Excluded Liabilities and Encumbrances. For avoidance of doubt, the Purchaser will not assume any Liabilities of the Vendor, including without limitation, any of the Excluded Liabilities.
- 2.2 As Is, Where Is.** The Purchaser is purchasing the Purchased Assets "as is, where is" as of the time of actual possession. Except for the representations and warranties of the Vendor set out in Section 6.2, none of GSC and the Monitor, nor anyone on their behalf, represents or warrants the condition or state of repair of any of the Purchased Assets. The Purchaser must satisfy itself, and accept the Purchased Assets, on a strictly "as is, where is" basis and on the other terms of this Agreement, and upon Closing will be taking the Purchased Assets at its own risk without any representations therefor. If the Vendor has provided the Purchaser with any physical, environmental, financial or other reports or information regarding the Purchased Assets, which, for greater certainty, the Vendor is under no obligation to do, the Purchaser acknowledges and agrees that the Vendor has not made any warranty or representation regarding such information and any use that the Purchaser or others may make of such information is strictly at the Purchaser's own risk.
- 2.3 Excluded Assets.** Notwithstanding anything to the contrary contained in this Agreement, expressly excluded from the Purchased Assets are all of GSC and BCTFC's right, title, and interest in and to all assets other than the Purchased Assets including for certainty the following (collectively, the "**Excluded Assets**"):
- (a) the GSC Owned Lands;
 - (b) GSC's interest in the BCTF Owned Lands and the Leased Lands;
 - (c) the Accounts Receivable;
 - (d) the Chattels (including, without limitation, the Equipment);
 - (e) the Contracts;
 - (f) the Inventory, other than the Chemical Inventory and the Fertilizer Inventory;
 - (g) the Intellectual Property;

- (h) the intangible assets enumerated in Schedule D;
- (i) the Business Records; and
- (j) the Permits, Licenses and Certifications; and
- (k) the BCTF Owned Lands. and
- (l) all shares of capital stock, securities or other equity interests in any entity.

2.4 Deposit. The Purchaser has paid to the Monitor on behalf of GSC, in trust, prior to the execution and delivery of this Agreement, the amount of \$330,000, representing a deposit (the “**Deposit**”) to be held in trust by the Monitor in a non-interest bearing trust account. The Deposit will be dealt with as follows:

- (a) applied in accordance with Section 2.5 in the event the Closing occurs;
- (b) if, after the Purchaser’s Condition in Section 7.1 and the Mutual Condition in Section 7.2 herein are satisfied or waived, the Purchaser fails to complete the Sale Transaction in accordance with this Agreement or if the Purchaser repudiates this Agreement, then the Deposit will be forfeited to the Monitor, without prejudice to any other rights or remedies of the Monitor whether at law or in equity;
- (c) if the Purchaser’s Condition in Section 7.1 or the Mutual Condition in Section 7.2 herein are not satisfied or waived within the applicable time periods contemplated in Sections 7.1 and 7.2, the Deposit will be returned to the Purchaser forthwith without any deduction, as the sole remedy of the Purchaser against the Vendor;
- (d) if, after the Purchaser’s Condition in Section 7.1 and the Mutual Condition in Section 7.2 herein are satisfied or waived, and if the Purchaser is not in default of any of its obligations under this Agreement and the Vendor fails to complete the sale of the Purchased Assets in accordance with this Agreement or if the Vendor repudiates this Agreement, then the Deposit will be returned to the Purchaser forthwith without any deduction, as the sole remedy of the Purchaser against the Vendor; or
- (e) if this Agreement is terminated in accordance with Section 8.9, the Deposit will be returned to the Purchaser forthwith without any deduction, as the sole remedy of the Purchaser against the Vendor.

2.5 Purchase Price.

- (a) The Purchase Price in consideration for the purchase and sale of the Purchased Assets (exclusive of any taxes payable) is as follows
 - (i) for the Chemical Inventory sixty per cent (60%) of the Book Value of such Chemical Inventory; and

- (ii) for the Fertilizer Inventory thirty per cent (30%) of the Book Value of such Fertilizer Inventory;

and will be paid by the Purchaser to the Vendor in accordance with this Agreement as follows:

- (iii) the Deposit will be applied against payment of the Purchase Price contemporaneously with Closing; and
- (iv) provided that the Purchaser's Condition and the Mutual Condition have been satisfied or waived in accordance with Sections 7.1 and 7.2, the balance of the Estimated Purchase Price (as calculated in accordance with Section 2.5(b), the "**Closing Payment**"), after applying the Deposit, will be paid by the Purchaser to the Monitor (on behalf of GSC and BCTFC) on the Closing Date in order to satisfy the Purchaser's cash consideration obligations in full.

The Purchase Price will be allocated to the Chemical Inventory and the Fertilizer Inventory in accordance with Section 2.5(a)(i) and (ii).

- (b) Not less than one (1) Business Day prior to the Closing Date, the Vendor and the Purchaser will settle a statement (the "**Closing Statement**") which includes: (i) an updated detailed listing of the Chemical Inventory and Fertilizer Inventory by each location and SKU; and (ii) the calculation of the estimated Purchase Price at the Closing Date based on the foregoing inventory listing and in accordance with 2.5(a)(i) and (ii) (the "**Estimated Purchase Price**"). The Closing Statement shall have annexed to it complete details, to the extent available, of the calculations used by the Vendor to arrive at the calculation of the Estimated Purchase Price. The Vendor will provide the Purchaser with the draft Closing Statement not less than five (5) Business Days prior to the Closing Date. On request, the Vendor shall give the Purchaser reasonable access to the Vendor's working papers and backup materials in order to confirm the calculations shown on the Closing Statement.
- (c) Not less than fifteen (15) days after the delivery of the Purchased Assets in accordance with Section 2.8, the Purchaser will conduct an inventory count (at which a representative of the Monitor shall be present) and will thereafter deliver to the Vendor and the Monitor a statement (the "**Final Closing Statement**") which includes: (i) a detailed listing of all Chemical Inventory and Fertilizer Inventory at the Closing Date by each location and SKU; and (ii) based on the foregoing inventory listing and in accordance with 2.5(a)(i) and (ii), the Purchaser's calculation of the Purchase Price (the "**Final Purchase Price**"). The Final Closing Statement shall have annexed to it complete details, to the extent available, of the calculations used by the Vendor to arrive at the calculation of the Final Purchase Price. The Vendor shall notify the Purchaser in writing within five (5) Business Days of the Vendor's delivery of the Final Closing Statements if it disagrees with the Purchaser's calculation of the Final Purchase Price setting out in reasonable detail its objections to the Vendor's calculations. If the Vendor does not deliver any

such objection notice, it will be deemed to have agreed to the Purchaser's calculation of the Final Purchase Price. If the Parties are not able to resolve their disagreement and agree upon the Final Purchase Price within five (5) Business Days of the Vendor's delivery of such objection notice, the matter will be referred to BDO LLP to determine the Final Purchase Price. The Parties will provide BDO LLP with all requested working papers, calculations and necessary access to allow BDO LLP to determine the Final Purchase Price. BDO LLP will determine the Final Purchase Price within fifteen (15) Business Days from the date of referral.

- (d) If the Final Purchase Price, as finally determined in accordance with Section 2.5(c), exceeds the Estimated Purchase Price, the Purchaser will, within three (3) Business Days of such determination, pay to the Monitor, in trust, the amount of such difference. If the Final Purchase Price is less than the amount of the Estimated Purchase Price, the Vendor will, within three (3) Business Days of such determination, pay to the Purchaser the amount of such difference.

2.6 Court Approval. The Vendor and the Purchaser acknowledge that this Agreement and the transactions contemplated hereby are subject to the Court Approval. The Purchaser acknowledges and agrees that, notwithstanding acceptance of this offer by the Vendor, other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Agreement and such prospective purchasers may make competing offers which may be approved by the Court. The Purchaser acknowledges and agrees that, to protect its interest in purchasing the Purchased Assets, it should attend at the Court hearing in person or by agent and be prepared to amend or increase its offer to purchase the Purchased Assets as the Court may permit or direct. The Purchaser acknowledges that:

- (a) the Monitor is subject to the jurisdiction and discretion of the Court to entertain other offers and to abide by any further orders the Court may make regarding GSC and BCTFC's property or the Business;
- (b) the Monitor will apply to the Court in the CCAA Proceedings for the Approval and Vesting Order, and will advocate and express support for the acceptance of this Agreement on the basis that there was a Court approved sale and investment solicitation process that was followed and resulted in this transaction being selected by the Monitor as the best offer;
- (c) pursuant to its fiduciary and other common law duties as a monitor and court officer, if the Court requires the Monitor to report or comment on or assess the merits of any other offers in respect of GSC or BCTFC's property, nothing in this Agreement (including paragraph (b) above) will preclude the Monitor from doing so; and
- (d) if the Court declines to grant, vacates, sets aside or varies the Approval and Vesting Order for any reason whatsoever, except for the return of the Deposit, the Vendor will not be liable to the Purchaser or any other Person in any way whatsoever.

- 2.7 Allocation of Purchase Price.** The Monitor and the Purchaser agree to the allocation of the Purchase Price among the Purchased Assets as set out in Section 2.5(a).
- 2.8 Delivery.** Following Closing, the Vendor will arrange for delivery of the Purchased Assets, at its own expense, to the Purchaser's warehouse located at Unit #110 – 235 Beaver Lake Court, Kelowna, British Columbia, according to a mutually agreeable timetable.

ARTICLE 3 GENERAL COVENANTS

3.1 Covenants of the Vendor. During the Interim Period, the Vendor will:

- (a) use commercially reasonable efforts to preserve the Purchased Assets intact and maintain the Purchased Assets in accordance with standard industry practice, maintaining in full force and effect all existing policies of insurance currently maintained by GSC and maintain insurance on all the Purchased Assets at least to the levels as they are insured on the date of this Agreement (provided that the Purchaser acknowledges and agrees that the Vendor makes no representations or warranties whatsoever as to the adequacy or sufficiency of such coverage);
- (b) promptly notify the Purchaser if the Vendor becomes aware that, after the date of this Agreement, any of its covenants, terms or conditions in this Agreement are breached or cannot be performed;
- (c) not sell, lease, license, transfer or otherwise dispose of, or agree to sell, lease, license, transfer or otherwise dispose of, any of the Purchased Assets;
- (d) permit the Purchaser and its representatives to have access, at reasonable times and upon reasonable notice, for purposes consistent with this Agreement, to the Purchased Assets; and
- (e) use commercially reasonable efforts to take such actions as are within its power to control so as to fulfill and satisfy the conditions set forth in Section 7.1 prior to the Closing Time.

3.2 Covenants of the Purchaser. The Purchaser will:

- (a) take possession of the Purchased Assets wherever situated at Closing in accordance with Article 5; and
- (b) at all times, comply with all Laws governing the protection of personal information with respect to Personal Information disclosed or otherwise provided to the Purchaser by the Vendor under this Agreement, and without limiting the foregoing:
 - (i) prior to Closing;

- (A) the Purchaser shall only collect, use or disclose such Personal Information for purposes related to the transactions contemplated in this Agreement;
- (B) the Purchaser shall safeguard all Personal Information collected from the Vendor in a manner consistent with the degree of sensitivity of the Personal Information and maintain, at all times, the security and integrity of the Personal Information; and
- (C) if the transactions contemplated in this Agreement do not complete for any reason the Purchaser shall return all Personal Information to the Vendor or, at the Monitor's request, destroy such Personal Information at its own expense; and

(ii) following Closing:

- (A) the Purchaser shall not use or disclose the Personal Information for any purposes other than as permitted or required by Applicable Laws;
- (B) the Purchaser shall give effect to any withdrawal of consent with respect to Personal Information; and
- (C) if and to the extent required by Applicable Law, the Purchaser shall notify in writing those individuals whose Personal Information was disclosed in connection with the Sale Transaction that (i) the Sale Transaction has been completed, and (ii) Personal Information about them was disclosed to the Purchaser in connection with the Sale Transaction.

3.3 Purchaser's Acknowledgement. The Purchaser acknowledges that the Monitor is entering into this Agreement as Vendor solely in its capacity as the court-appointed monitor of the assets, undertakings and property of the BCTF Group and not in its personal or corporate capacity. The Purchaser acknowledges that the Vendor is selling the right, title, and interest of GSC in the Purchased Assets pursuant to the ARIO and the Approval and Vesting Order. The Purchaser agrees to purchase and accept the right, title, and interest of GSC in and to the Purchased Assets pursuant to and in accordance with the terms of this Agreement and any other agreements required to be delivered pursuant to the terms of this Agreement. The acceptance by the Monitor on behalf of GSC of this Agreement is expressly subject to Court Approval and any applicable orders that the Court may make in the CCAA Proceedings.

3.4 Approval and Vesting Order.

- (a) The Vendor will promptly serve on the service list in the CCAA proceedings, and file with the Court an application record seeking the Approval and Vesting Order and use commercially reasonable efforts to obtain the Approval and Vesting Order from the Court.

- (b) The Purchaser and the Vendor will cooperate in obtaining entry of the Approval and Vesting Order.

ARTICLE 4 RISK

- 4.1 Risk.** The Purchased Assets will be at the risk of the Vendor until Closing and thereafter at the risk of the Purchaser. If all or any portion of the Purchased Assets are damaged or destroyed or appropriated, expropriated or seized by any Person on or prior to the Closing Time, the Vendor shall notify the Purchaser promptly in writing of such fact, together with a detailed listing of the damaged, destroyed, appropriated, expropriated or seized Purchased Assets. The Purchaser may, at its option, any time after delivery of such notice by the Vendor to the Purchaser terminate this Agreement by written notice to the Vendor and the Monitor. In such event, the Deposit will be returned to the Purchaser forthwith following receipt of the Purchaser's notice of termination.

ARTICLE 5 POSSESSION

- 5.1 Possession Time.** Possession shall occur and shall be governed by operation of and pursuant to the terms of the Approval and Vesting Order and any further order of the Court made in the CCAA Proceedings.
- 5.2 Third Parties.** Notwithstanding Section 5.1, the Purchaser acknowledges and confirms that if any of the Purchased Assets are not transferable without consent of a third party by the terms of the applicable instruments, the Vendor shall use commercially reasonable efforts to obtain such consent prior to the Closing Date and, if such consent is not obtained by the Closing Date, the Vendor shall apply for and make commercially reasonable efforts to obtain an order of the Court in the CCAA Proceedings transferring or assigning, as applicable, such Purchased Assets to the Purchaser, provided that the Purchaser shall ensure that any Liability in respect of such Purchased Assets is paid or otherwise satisfied by the Purchaser and there are no arrears or defaults on the part of the Purchaser thereunder immediately after the closing of the transactions contemplated hereunder. Any of the Purchased Assets that have not been or are not capable of being assigned or transferred to the Purchaser pursuant to the foregoing sentence shall be deemed to be excluded from the Purchased Assets.
- 5.3 Required Consents.**
 - (a) Before Closing, the Purchaser shall use all reasonable efforts to obtain any and all approvals required under Applicable Law to permit closing of the Sale Transaction. The Parties acknowledge that except for the Approval and Vesting Order, the acquisition of such approvals shall not be a condition precedent to Closing. It shall be the sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to provide any and all financial assurances, remedial work or other applications or documentation required by Governmental Authorities to permit the transfer to the

Purchaser, and registration of the Purchaser as owner of any of the Purchased Assets.

5.4 Purchaser's Possession of Excluded Assets. The Purchaser shall promptly notify the Monitor of any Excluded Assets that may come into the possession or control of the Purchaser or its Affiliates, whether before or after Closing, and thereupon shall promptly release such Excluded Assets to the Monitor or to such other Person as the Monitor may direct in writing and, for greater certainty, no title or other license to use shall, or shall be deemed to, vest in the Purchaser in respect of any Excluded Assets.

5.5 Vendor's Possession of Purchased Assets. The Vendor shall promptly notify the Purchaser of any Purchased Assets that may come into the possession or control of the Vendor after Closing, and thereupon shall promptly deliver such Purchased Assets to the Purchaser or its Affiliates at the cost and expense of the Vendor and transfer such Purchased Assets, or to such other Person as the Purchaser may direct in writing and, for greater certainty, no title or other license to use shall, or shall be deemed to, vest in the Vendor in respect of any Purchased Assets.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Purchaser's Representations and Warranties. The Purchaser represents and warrants to the Vendor, regardless of any independent investigation that the Vendor may cause to be made that:

- (a) The Purchaser is a company incorporated and existing under the laws of British Columbia, and is in good standing thereunder with respect to the filing of annual reports.
- (b) The Purchaser has the corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (c) The execution, delivery and performance by the Purchaser of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not:
 - (i) result in a violation or breach of any provision of the constating documents of the Purchaser;
 - (ii) result in a violation or breach of any provision of any Applicable Law or order of any Governmental Authority; or
 - (iii) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement.
- (d) All necessary corporate action on the part of the directors and shareholders of the Purchaser has been taken, or will have been taken as of the Closing Date, to authorize and approve the execution and delivery of this Agreement, the completion

of the Sale Transaction and the performance and observance of the Purchaser's obligations under this Agreement.

- (e) This Agreement has been duly executed and delivered by the Purchaser and, subject to Court Approval being obtained, constitute valid and binding obligations of the Purchaser enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.
- (f) No consent, approval, Permit, License and Certification, order of any Governmental Authority, declaration, filing or registration with, or notice to, any Governmental Authority is required by or with respect to the Purchaser in connection with the execution and delivery of this Agreement and the consummation of the Sale Transaction except the Approval and Vesting Order.
- (g) The Purchaser is or will on the Closing Date be registered for GST levied under the ETA.
- (h) The Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada) or the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) and the regulations made thereunder, and will not be as of the Closing Date.

6.2 Vendor's Representations and Warranties. The Vendor represents and warrants to the Purchaser and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with the Sale Transaction:

- (a) Subject to Court Approval being obtained, the Monitor has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations as Vendor under this Agreement.
- (b) This Agreement has been, and at Closing, the Closing Documents will be, duly executed and delivered by the Vendor and, subject to Court Approval being obtained, constitute valid and binding obligations of the Vendor enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

The Vendor makes no representations or warranties of any kind whatsoever, expressed or implied, with respect to the Purchased Assets.

ARTICLE 7 CONDITIONS PRECEDENT

7.1 Closing Condition Precedent in favour of the Purchaser. The obligation of the Purchaser to complete the Sale Transaction is subject to the following condition (the "**Purchaser's Condition**"):

- (a) the Vendor having performed in all material respects each of its obligations under this Agreement to the extent required to be performed at or before the Closing Date, including the delivery of each of the items required pursuant to Section 8.2; and
- (b) all of the representations and warranties of the Vendor made in this Agreement shall be true and correct in all respects at the Closing Time and with the same effect as if made at and as of the Closing Time.

The foregoing condition is for the exclusive benefit of the Purchaser. Unless fulfilled, the condition in this Section 7.1 may be waived by the Purchaser in whole or in part, or the Purchaser may elect not to complete.

- 7.2 Mutual Condition.** The obligation of the Parties to complete the transactions contemplated by this Agreement will be subject to the mutual condition (the “**Mutual Condition**”), for the benefit of both the Vendor and the Purchaser that on or before October 4, 2024, the Monitor will have obtained the Approval and Vesting Order.

The Mutual Condition is for the mutual benefit of the Vendor and the Purchaser and may not be waived unilaterally by either Party. Both Parties agree that they will use all reasonable commercial efforts to satisfy the Mutual Condition. If the Mutual Condition has not been satisfied by the applicable deadline provided for in this Section 7.2, then the Purchaser’s and the Vendor’s obligation to complete the Sale Transaction pursuant to this Agreement will be at an end.

- 7.3 Appeal.** The Purchaser shall support the application for the Approval and Vesting Order and take a consistent position in any appeal arising in relation thereto. In the event any variation is sought or leave to appeal is sought, an appeal is taken or a stay pending appeal is requested with respect to the Approval and Vesting Order, the Vendor shall promptly notify the Purchaser of such application for leave to appeal, appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice(s) or order(s). If the Approval and Vesting Order is made by the Court, then the Parties will complete the Sale Transaction without regard to any appeal or application for leave to appeal to vary or set aside the Approval and Vesting Order by any person, unless the Approval and Vesting Order has been stayed by further Court order.

ARTICLE 8 CLOSING

- 8.1 Closing.** The Closing will take place on the Closing Date by electronic exchange of documents between the Monitor’s Solicitors and the Purchaser’s Solicitors.
- 8.2 Vendor’s Closing Documents.** On or before the Closing Date, the Vendor will deliver, or cause the Monitor’s Solicitors to deliver, to the Purchaser’s Solicitors in trust to be held in escrow pending Closing, the following documents duly executed as applicable and all in a form satisfactory to the Purchaser and the Vendor, acting reasonably:
- (a) a Court certified copy of the Approval and Vesting Order and any other orders of the Court as are necessary, all in a form registerable in all necessary offices required

to effect the transfer of the Purchased Assets to the Purchaser (the “**Certified Vesting Order**”). The Approval and Vesting Order shall describe the Purchaser exactly as the Purchaser appears on the first page of this Agreement. The Vendor shall not be bound by any term in this Agreement describing the Purchaser otherwise, or allowing the Purchaser to complete the purchase with a different purchase entity;

- (b) the Monitor’s Certificate;
- (c) the Closing Statement;
- (d) a general conveyance and assignment in respect of the Vendor’s right, title and interest in and to the Purchased Assets;
- (e) a bring-down certificate of the Vendor, in the form attached as Exhibit B, dated as of the Closing Date, that the representations and warranties of the Vendor in this Agreement are, as at the Closing Date, true and correct in all material respects and all covenants of the Vendor to be performed on or before the Closing Date have been duly observed and performed in all material respects; and
- (f) such other documents and assurances as may be reasonably required by the Purchaser to give full effect to the intent and meaning of this Agreement.

8.3 Purchaser’s Closing Documents. In addition to payment of the Purchase Price, on or before the Closing Date, the Purchaser will deliver, or cause the Purchaser’s Solicitors to deliver, to the Monitor’s Solicitors in trust to be held in escrow pending Closing, the following duly executed as applicable:

- (a) a general conveyance and assignment in respect of the Vendor’s right, title and interest in and to the Purchased Assets;
- (b) the Closing Statement;
- (c) the GST Certificate;
- (d) a bring-down certificate, in the form attached as Exhibit C, dated as of the Closing Date of a senior officer of the Purchaser having knowledge of the facts certifying, on behalf of the Purchaser and without personal liability, that the representations and warranties of the Purchaser in this Agreement are true and correct in all material respects as at the Closing Date and that the Purchaser’s covenants and agreements to be observed or performed on or before the Closing Date pursuant to the terms of this Agreement have been duly observed and performed in all material respects; and
- (e) such other documents and assurances as may be reasonably required by the Vendor to give full effect to the intent and meaning of this Agreement.

8.4 Preparation and Form of Documents. The closing documents contemplated in Sections 8.2 and 8.3 (other than the Approval and Vesting Order) (collectively, the “**Closing Documents**”) will be prepared by the Purchaser’s Solicitors and delivered to the Monitor’s Solicitors at least five (5) Business Days before the Closing Date. The Closing Documents (including the Approval and Vesting Order) will be in a form and substance reasonably satisfactory to the Parties and their respective solicitors. The Monitor will provide the Purchaser with drafts of all material to be filed with the Court no later than five (5) Business Days prior to the date of any hearing of the Court regarding the Approval and Vesting Order or such other date as may be agreed to by the Parties and will consider in good faith any comments by the Purchaser with respect thereto.

8.5 Payment into Trust. On or before the Closing Date, the Purchaser will pay to the Purchaser’s Solicitors in trust, by way of certified cheque or wire transfer, funds in an amount equal to the Closing Payment.

8.6 Closing Procedure.

- (a) All Closing Documents, funds, and other items delivered by the Parties will be held in escrow by the Monitor’s Solicitors and the Purchaser’s Solicitors until completion of the Closing on the Closing Date in accordance with this Agreement.

The Purchaser shall:

- (i) pay the Closing Payment or cause the Closing Payment to be paid to the Monitor’s Solicitors “in trust” for the Vendor by certified cheque or wire transfer of immediately available funds or as otherwise directed by the Approval and Vesting Order prior to the Closing Date; and
- (ii) provide written confirmation addressed to the Monitor’s Solicitors and to the Vendor that the Deposit can be released to the Vendor or as otherwise directed by the Approval and Vesting Order,

and upon completion thereof the Closing Documents will be released to the appropriate Parties.

8.7 Concurrent Requirements. It is a condition of Closing that all matters of payment, execution and delivery of documents by each Party to the other pursuant to the terms of this Agreement will be deemed to be concurrent requirements and it is specifically agreed that nothing will be complete at the Closing until everything required as a condition precedent at the Closing has been paid, executed and delivered.

8.8 Payment by Wire Transfer. Notwithstanding anything else contained herein, the Purchaser will make all commercially reasonable efforts to ensure that the Closing Payment will be paid to and received by the Monitor’s Solicitors on or before 5:00 p.m. (Vancouver time) on the Closing Date. Notwithstanding any provision of this Agreement, the Parties agree that, with respect to the Closing Payment, if the Purchaser is paying the Closing Payment by way of wire transfer, and if the Purchaser and the Purchaser’s Solicitors have: (i) used commercially reasonable efforts to ensure that the Monitor’s

Solicitors will receive the Closing Payment on or before 5:00 p.m. on the Closing Date and provided evidence that such wire transfer was initiated prior to such time to the Monitor's Solicitors, but for any reason outside of the Purchaser's control (excluding any event which is a default by the Purchaser under this Agreement) the Monitor's Solicitors do not receive the Closing Payment by such time, then the time and date on which the Closing Payment must be received by the Monitor's Solicitors will be extended to 5:00 p.m. on the next Business Day following the Closing Date, so long as, in addition to the Closing Payment, the Purchaser also pays to the Monitor or the Monitor's Solicitors on such next Business Day following the Closing Date interest on the Closing Payment at a rate equal to the Prime Rate plus two percent per annum for each day from and including the Closing Date to but not including the day such payment is made. In this paragraph, "Prime Rate" means that variable annual rate of interest quoted by the main branch of Bank of Nova Scotia, Vancouver, British Columbia, from time to time as the rate of interest used by it as a reference rate for setting rates of interest on Canadian dollar loans in Canada repayable on demand and commonly referred to by such bank as its "prime rate". For example, if the Closing Date occurs on a Friday, the funds are wired on the following Monday and the Closing Payment is received by the Monitor's Solicitors at 6:00 p.m. (Vancouver time) the day after wiring, the Purchaser will pay the Monitor four days' interest on the Closing Payment.

8.9 Termination. Notwithstanding any other provision of this Agreement, prior to the Closing this Agreement may be terminated as follows:

- (a) by written agreement of the Parties;
- (b) by the Purchaser or the Vendor if the Court or other court of competent jurisdiction has issued an order permanently restraining, enjoining or otherwise prohibiting the consummation of Closing and such order or action has become final (provided terminating Party is not in material breach of its obligations under this Agreement);
- (c) by the Purchaser, if any of the conditions precedent contained in Section 7.1 or 7.2 has not been satisfied or waived by the Purchaser by the Closing Time, provided that the Purchaser is not in material breach of its obligations under this Agreement;
- (d) by the Vendor, if any of the conditions precedent contained in Section 7.2 has not been satisfied or waived by the Vendor by the Closing Time, provided that the Vendor or the Monitor is not in material breach of its obligations under this Agreement;
- (e) by either Party who is not in material breach of its obligations under this Agreement if: (i) the Closing has not occurred by October 14, 2024; or (ii) the CCAA Proceedings are terminated for any reason prior to the Closing;
- (f) by the Vendor, at any time prior to receipt of the Approval and Vesting Order, if the Vendor determine, in their sole and complete discretion, that it is inadvisable to present this Agreement to the Court, or to withdraw the Agreement from the Court,

for any reason whatsoever, unless the Vendor is in material breach of its obligations under this Agreement;

- (g) by the Purchaser on written notice to the Vendor pursuant to Section 4.1; or
- (h) upon the approval by the Court of any transaction involving the purchase of some or all of the Purchased Assets where the Purchaser is not the purchaser of such Purchased Assets, without the requirement of any Party to give notice of termination.

The Party desiring to terminate this Agreement pursuant to this Section 8.9 shall give written notice of such termination to the other Party, specifying in reasonable detail the basis for such party's exercise of its termination rights.

8.10 Effect of Termination. In the event of termination of this Agreement pursuant to Section 8.9, this Agreement shall become void and of no further force or effect without liability to any party to any other party to this Agreement except that:

- (a) Sections 2.4, 4.1, and 10.7 and any other provision herein that is expressed to survive the termination of this Agreement shall survive;
- (b) the Deposit will be released in accordance with Section 2.4; and
- (c) no termination of this Agreement shall relieve any Party for any Liability for any willful breach by it of this Agreement.

ARTICLE 9 TAXES

9.1 GST. The Purchaser represents and warrants to the Vendor that it is and will be, as of the closing on the Closing Date, registered for the purposes of Part IX of the *Excise Tax Act* (Canada) (the "ETA") in accordance with the requirements of Subdivision D of Division V of the ETA and will assume responsibility to account for and report any goods and services tax and harmonized sales tax (collectively, the "GST") payable under the ETA in connection with the Sale Transaction. The Purchase Price does not include GST and the Purchaser will pay any GST payable with respect to the acquisition of the Purchased Assets in accordance with the ETA. Subject to Section 9.3, on the Closing Date, the Purchaser will deliver to the Vendor a certificate (the "GST Certificate") of a senior officer of the Purchaser certifying, on behalf of the Purchaser and without personal liability (a) that the Purchaser is registered under Part IX of the ETA as of the Closing Date; (b) its registration number; and (c) that the Purchaser will account for, report and remit any GST payable in respect of the purchase of the Purchased Assets in accordance with the ETA. The Purchaser will indemnify and hold the Vendor and their directors, officers, employees, advisors and agents harmless from any Liability under the ETA arising as a result of any breach of the ETA with respect to GST payable in respect of the Purchased Assets, this Section 9.1, the GST Certificate or any declaration made therein and such indemnity will survive Closing.

- 9.2 Provincial Sales Tax.** The Purchaser acknowledges that it may be liable to pay British Columbia provincial sales tax (“PST”) in respect of its purchase of some or all of the Purchased Assets. To the extent permitted under the *Provincial Sales Tax Act* (British Columbia), the Purchaser will report and remit as required by Applicable Law any such PST that is due directly to the applicable taxing authority, and otherwise will pay to the Monitor an amount equal, to the PST (if any) payable by the Purchaser and collectible by the Vendor in connection with the acquisition of the Purchased Assets on Closing together with the balance of the Purchase Price. The Purchaser will indemnify and hold the Vendor and their directors, officers, employees, advisors and agents harmless from any Liability related to the Purchaser’s or the Vendor’s failure to account for, or report and remit such PST and such indemnity will survive Closing.
- 9.3 Tax Elections.** Notwithstanding the above, the Vendor will cooperate with the Purchaser to execute any election available under Applicable Law that may reduce or defer the amount or due date of any GST, PST, or other tax payable by the Purchaser provided such election will not result in any increased cost or tax liability for the Vendor. At the Closing, if available in respect of the Sale Transaction, each of the Monitor and the Purchaser shall execute jointly an election under subsection 167(1) of Part IX of the ETA, in the prescribed form and within the prescribed time therefor, in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such election with the Canada Revenue Agency.
- 9.4 Other Taxes.** The Purchaser will be responsible for all property and other transfer taxes, fees and expenses in connection with the registration of the Approval and Vesting Order or transfer of the Purchased Assets and the Vendor will be responsible for income taxes or fees in respect of the disposition of the Purchased Assets.

ARTICLE 10 GENERAL

- 10.1 Further Assurances.** Each of the Parties will execute and deliver all such further documents and do such further acts and things as may be reasonably required from time to time to give effect to this Agreement. The Purchaser will be solely responsible for any and all steps including documents and filings necessary, if any, to effect the transfer of the Purchased Assets including registration in the Purchaser’s name in any applicable registry. The Vendor will execute such further documents as may reasonably be required by the Purchaser to give effect to the sale of the Purchased Assets at the sole cost and expense of the Purchaser, provided that nothing in this Agreement shall create any obligation on the part of the Vendor to take any action after the date that is 30 days after the Closing Date unless, not less than five Business Days prior to that date, the Purchaser delivers written notice to the Vendor of the reasonable specific actions it requests that the Vendor take and provided that the costs associated therewith (including but not limited to the expenses and hourly charges of the Monitor and its counsel in connection with the ongoing appointment of the Monitor, and all applicable taxes) shall be the obligation of the Purchaser and the Purchaser agrees to pay such costs within 10 Business Days following delivery by the Vendor to the Purchaser of an invoice itemizing such costs.

10.2 No Merger. The execution and delivery of the Closing Documents is not intended to and will not in any way merge or otherwise restrict the terms, covenants, conditions, representations, warranties or provisions made or to be performed or observed by the Parties contained in this Agreement (other than the obligation to deliver the Closing Documents), all of which will survive the Closing.

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Vendor and the Purchaser pertaining to the purchase and sale of the Purchased Assets and supersedes all prior agreements and undertakings, negotiations and discussions, whether oral or written, of the Vendor and the Purchaser and there are no representations, warranties, covenants or agreements between the Vendor and Purchaser except as set out in this Agreement.

10.4 Amendment. Subject to Section 10.5, this Agreement may only be altered or amended by an agreement in writing executed by all of the Parties.

10.5 Solicitors as Agents. Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's Solicitors, on behalf of the Purchaser, and by the Monitor's Solicitors, on behalf of the Vendor, and any tender of Closing Documents and the Purchase Price may be made upon the Monitor's Solicitors and the Purchaser's Solicitors, as the case may be.

10.6 Notices. Any notice, document or communication required or permitted to be given under this Agreement will be in writing and delivered by hand or electronic transmission as follows:

(a) if to the Purchaser:

TerraLink Horticulture Inc.
464 Riverside Road
Abbotsford, BC V2S 7M1

Attention: Matt Thurston and Andrew Bull
E-mail: matt.thurston@tlhort.com and abull@sternpartners.com

with a copy to the Purchaser's Solicitors:

Lawson Lundell LLP
1800-1631 Dickson Avenue
Kelowna, BC V1Y 0B5

Attention: Scott Andersen
Email: scott.andersen@lawsonlundell.com

(b) if to the Monitor:

Alvarez & Marsal Canada Inc.
925 W Georgia Street, Unit 902
Vancouver BC V6C 3L2

Attention: Anthony Tillman and Pinky Law
E-mail: atillman@alvarezandmarsal.com
and
pinky.law@alvarezandmarsal.com

with a further copy to the Monitor's Solicitors:

Fasken Martineau DuMoulin LLP
550 Burrard Street, Suite 2900
Vancouver BC V6C 0A3

Attention: Kibben Jackson
E-mail: kjackson@fasken.com

or to such other address in Canada as either party may in writing advise. Any notice, document or communication will be deemed to have been given on the Business Day when delivered by hand if delivered prior to 5:00 p.m. (Vancouver time), otherwise will be deemed to be delivered and received on the next Business Day; or, if made by email, will be deemed to have been given on the Business Day when transmitted if it is so transmitted prior to 5:00 p.m. (Vancouver time) on the day of transmittal, otherwise will be deemed to be given and received on the next Business Day.

- 10.7 Fees.** Each of the Parties will pay its own legal fees and fees of its consultants. The Purchaser will pay all registration costs and property transfer tax payable in connection with its purchase of the Purchased Assets.
- 10.8 Accounting Terms.** Accounting terms used herein and not expressly defined will be deemed to have such meanings as may apply on the application of the Accounting Standards.
- 10.9 Time.** Time is of the essence of this Agreement.
- 10.10 Tender.** Unless otherwise set out herein, any tender of documents or money may be made upon the party being tendered or upon its solicitors and money will be tendered by certified cheque or wire transfer.
- 10.11 Enurement.** This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 10.12 Assignment.** The Purchaser will not assign any of its rights and obligations under this Agreement without the prior written consent of the Monitor.
- 10.13 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in it. Any

disputes concerning this Agreement or the subject matter thereof will be resolved by the Court in the CCAA Proceedings, and the Purchaser hereby attorns to the exclusive jurisdiction of the Court.

10.14 Waiver. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision nor will any waiver constitute a continuing waiver unless otherwise expressed or provided.

10.15 Currency. All dollar amounts referred to are Canadian dollars.

10.16 Business Day. If the date for the performance of any act or thing falls on a day which is not a Business Day, then the date for the performance of such act or thing shall be extended to the next Business Day, except that the Closing Date shall be no later than October 14, 2024.

10.17 Construction. The division and headings of this Agreement are for reference only and are not to affect construction or interpretation.

10.18 Counterparts and Execution. This Agreement may be executed in counterparts and delivered by electronic transmission including by PDF format, and each such counterpart will constitute an original and all such counterparts together will constitute one and the same agreement.

[Signature page follows]

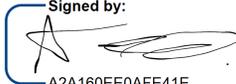
The Parties are signing this Agreement as of the date set out above.

GROWERS SUPPLY COMPANY LIMITED, by its court-appointed monitor, **ALVAREZ & MARSAL CANADA INC.** acting solely in such capacity and not in its personal or corporate capacity

By: _____
Name:
Title:

By: _____
Name:
Title:

TERRALINK HORTICULTURE INC.

By:  Signed by:
A2A160EE0AEE41E
Name: Matt Thurston
Title: CEO

**SCHEDULE A
LANDS**

GSC Owned Lands

The real property located at 2605 Acland Road, Kelowna, British Columbia, legally described as:

PID: 023-189-096, LOT A, PLAN KAP55505, DISTRICT LOT 123, OSOYOOS DIV OF YALE LAND DISTRICT.

BCTF Owned Lands

The real property located at 754 35th Ave S, Erickson, British Columbia, legally described as:

PID: 025-774-778, LOT A, PLAN NEP74260, DISTRICT LOT 5617, KOOTENAY LAND DISTRICT, & DL 9640.

The real property located at 1200 Waddington Drive, Vernon, British Columbia, legally described as:

PID: 005-056-535, LOT 29, PLAN KAP26664, SECTION 26, TOWNSHIP 9, OSOYOOS DIV OF YALE LAND DISTRICT, EXC PCL D ON PL E12950.

Leased Lands

The real property located at 5911 Sawmill Road, Oliver, British Columbia, legally described as:

PID: 013-644-033, LOT A, PLAN KAP41014, DISTRICT LOT 2450S, SIMILKAMEEN DIV OF YALE LAND DISTRICT.

The real property located at 272 Dawson Ave #108, Penticton, British Columbia, legally described as:

PID: 002-355-400, STRATA LOT 1, PLAN KAS358, DISTRICT LOT 251, SIMILKAMEEN DIV OF YALE LAND DISTRICT.

**SCHEDULE B
PURCHASED ASSETS**

[see attached]

Category 40 and 41 Inventory as at September 25, 2024

Category	Item #	Description-1	Description-2	Description-3	NBV
40	40-0105	2,4-D AMINE **600** 10L	PCP 5931/14726	C/S = 2 SIGNABLE	\$ 80
40	40-0820	ANTIFOAM 20% (10L) 10KG	IVANHOE		142.67
40	40-1071	APROVIA TOP 3.78L	PCP31526 CASE = 4	GROUP 3&7 FUNG. SIGNABLE	288.56
40	40-1310	AVID 1.9% EC MITIC.(GH)1L	PCP24485 abamectin CS=4	DG INFO REQD SIGNABLE	401.06
40	40-1312	AXIAL XTREME HERB. 10L	PCP 30391 SEE F6 NOTES	C/S = 2 SIGNABLE	546.70
40	40-1343	BANVEL VM 10L	PCP 29249 dicamba	C/S=2 SIGNABLE	273.95
40	40-1815	CALLISTO 480SC 2.4L	PCP27833 Mesotrione 480	C/S = 4 SIGNABLE	256.82
40	40-1951	CLEARVIEW 1.84KG	PCP 29752	CASE = 2x1.84KG SIGNABLE	1,028.87
40	40-2062	DACONIL 2787 LIQ.(GH) 10L	PCP15724 Clorothalonil	CS=2 **2787** SIGNABLE	297.00
40	40-3756	GARLON XRT 10L	PCP #28945 Triclopyr	C/S = 2 SIGNABLE	636.26
40	40-3758	GATEWAY	BOTH GST & PST for ALL	CASE = 4 X 4L	46.88
40	40-4482	INTEGRITY 9L	PCP 29371	C/S = 2 SIGNABLE	634.27
40	40-5045	BOTANIGARD 22WP (GH) 500G	PCP29321 MYCOINSECTICIDE	BEAUVERIA BASSIANA SIGN	137.50
40	40-5501	LUNA TRANQUILITY ***4.86L	PCP30510 Fluopyram 125g/L	*NOTE SIZE* CS=2 SIGNABLE	496.00
40	40-5860	MCPA ESTER 600 10L	PCP 27803 C/S 2 SIGNABLE	not for residential areas	125.78
40	40-6421	TANK CLEANER 1L	F2-Has Alternative	C/S = 12	5.89
40	40-6490	ON TARGET 1L	DEP. AID/DRIFT RETARDANT	CLEAR OUT SPECIAL ORDER	77.27
40	40-6900	PURESPRAY GREEN (GH) 208L	PCP27666 DRUM DEPOSIT	SPRAY OIL 13 10L/HA SIGN	1,094.08
40	40-6940	PICCOLO (GH) 10L	PCP 28400	CLEAR OUT CS=2 SIGNABLE	805.00
40	40-8121	SCORPIO ANT & INSECT 20kg	PCP 33306 (GH) BAIT	SIGNABLE *ECOCERT*	295.55
40	40-8192	SERENADE SOIL 9.46L	PCP 30647 BACILLUS SUBTIL	C/S = 2 SIGNABLE	89.42
40	40-8300	SANDEA 283.5G	PCP 31209 halosuluron 72%	C/S=6 *NEW C/S* SIGNABLE	433.74
40	40-8570	STIM ROOT #3 500G	Hardwood (gray)		27.03
40	40-8899	ALL CLEAR 3.78L	TANK CLEANER AMONIA FREE	C/S = 4-Has Alternative	51.23
40	40-8955	TORDON 22 K CS=2 10L	PCP 9005 ACCEPT FORM REQ	PICLORAM 240 GL SIGNABLE	578.41
40	40-9460	VAYEGO 200SC 3L	PCP 33711	CS=4 SIGNABLE	1,326.75
40	40-9543	VEGOL CROP OIL (GH) 10L	PCP32408 CANOLA OIL 96%	ORGANIC C/S=2 SIGNABLE	105.57
40	40-9586	VERSYS 405ML	PCP 33266 *See F6*	C/S = 4 SIGNABLE	223.92
40	40-9903	ZAMPRO (GH) 4.14L	PCP30321 FUNGICIDE	CLEAR OUT CS=4 SIGN	292.50
40	MOT-71410	JAG BAIT CHNX 4.1KG *SGAR	PCP26673 Brodifacoum .005	CS=2 *SGAR BAN ITEM* SIGN	98.36
40	SAF-2149	TROUNCE CONC. (GH) 10L	PCP 24363 AGRICULTURAL	DG INFO REQ'D CS=2 SIGN	102.71
40	SAF-2153	TROUNCE CONCENTRATE 120L	PCP 24363 AGRI S/O (GH)	CLEAR OUT DG REQ SIGN	919.78
40	40-0391	ADMIRE 240 FLOW. 3.78L	DO NOT USE ON TREE FRUITS	DISCONTINUED - SEE F6	566.00
40	40-1150	ARSENAL POWERLINE 9.5L	PCP 30203 imazapyr 240g/l	NON-CROP LABEL CS=2 SIGN	1,666.46
40	40-1560	BIOLINK EC HERBICIDE 10L	PCP 33590 (GH) OMRI	CS=2	489.60
40	40-1565	BIOLINK ACIDIFIER 10L	*NOT HERBICIDE OMRI	CASE=2	160.00
40	40-1954	COMMAND 360 ME 5.4LT	PCP 27827	CLEAR OUT OBS CS=2 SIGN	667.50
40	40-2060	CYGON 480 10L - *F2	PCP 25651 dimethoate 48%	DG INFO REQ'D CS=2 SIGN	547.24
40	40-2255	DAZIDE 85WSG (GH) 2.5KG	PCP 28168 Daminozide 85%	CS=4 Growth Reg. SIGNABLE	767.30
40	40-2340	DEMAND CS 237ML	PCP 27428 lambda-chyaloth	CLEAR OUT DISCONT SIGN	164.40
40	40-3025	ENFORCER M 10L	PCP 30691 C/S=2	OBS SIGNABLE	396.01
40	40-3453	FORCE 3.0G 20KG	PCP 23917 trefluthrin 3%	CUSTOM ORDER SIGNABLE	838.79
40	40-5950	MINECTO PRO 3.78L	PCP 33023	C/S=4 SIGNABLE	1,223.07
40	40-6104	SERENE HORT VIN.(GH) 200L	PCP30248 acetic acid 20%	DG INFO REQ'D SIGNABLE	1,468.10
40	40-6470	OBERON INS-MITICIDE 2L	PCP28905Spiromesifen 240	C/S = 8 SIGNABLE	897.80
40	40-6765	PAR III **4L*	PCP 27884 COMMERCIAL	CS=4 * NOTE 4L* SIGNABLE	107.99
40	40-6985	POAST ULTRA **ONLY** 7.7L	PCP24835 Sethoxydim 450	*NOT POAST & MERGE* SIGN	1,254.55
40	40-7347	PYGANIC 3.8L	PCP 30164 PYRETHRINS 1.4%	DG INFO REQ'D CS=4 SIGN	525.77
40	40-7931	ROOTSHIELD WP 1.36KG cs=6	PCP29890 (GH)refridgerate	*SALES ARE FINAL SIGNABLE	679.50
40	40-8283	BLUE TRAX HC 3.78L	BLUE MARKER DYE F6	C/S = 4	310.90
40	40-8284	BLUE TRAX HC 946ml	BLUE MARKER DYE	C/S = 12	89.80
40	40-8502	SUPERIOR OIL 70 10L	PCP14981mineral oil 98.5%	C/S = 2 SIGNABLE	177.24
40	40-9062	BONANZA 480 9.46 L	PCP 28289 Trifluralin 480	C/S = 2 SIGNABLE	268.23
40	40-9550	VENTURE L 8L	PCP 21209 see notes	CS=2 SIGNABLE	539.84
40	40-9596	VIRKON (GH) 10KG	PCP 24210 MSDS REQ		566.30
40	40-9600	VIROSOFT 1L	PCP 26533 STORE FREEZER	F2 ALT see F6 SIGNABLE	974.00
40	MOT-71218	HAWK BAIT CHUNX PAIL 4.1K	PCP26595 COMM (792646)	CS=2 *SGAR BAN ITEM* SIGN	162.74
40	40-0343	ACTARA 25WG 850GM	PCP28408 Thiamethoxam 25%	DISCONTINUED SIZE SIGN	758.24
40	40-0493	AGRIMEK SC 2L	PCP 31607 abamectin 84g/L	DG INFO REQD CS=6 SIGN	5,008.31
40	40-0824	ANTIFOAM 20% 204KG	IVANHOE XFO-20S	**KIT COMPONENT** NOT OBS	8,204.91
40	40-2630	DIPLOMAT (GH) 5L	PCP 32918 CS=4x5L	FUNGICIDE SIGNABLE	2,047.15
40	40-2860	EPTAM 8E 10L	PCP 11284 EPTC 800g/L	CLEAR OUT OBS CS=2 SIGN	505.74

Category 40 and 41 Inventory as at September 25, 2024

Category	Item #	Description-1	Description-2	Description-3	NBV
40	40-4570	KANEMITE 15SC 5L	PCP 28641	C/S = 4 SIGNABLE	2,010.63
40	40-5855	MAXCEL GROWTH REG 5L	PCP 28851 C/S =2 *F2	HAS ALT- CILIS SIGNABLE	1,168.13
40	40-6883	PENNCOZEB 75DF RAIN 20KG	RAINCOAT PCP 30241 *F2	DG INFO REQ'D SIGNABLE	483.75
40	40-7623	REWARD (R) (See F6) 3.78L	PCP 26271 diquat 240g/l	DG INFO REQ'D CS=4 SIGN	728.25
40	40-7946	ROUNDUP TRANSORB HC 10L	PCP28198 glyphosate540g/l	2/CS (ALSO IN 115L) SIGN	187.50
40	40-8141	SENCOR 75DF 2.5KG	PCP 20968 metribuzin 75%	C/S = 4 SIGNABLE	507.00
40	40-8498	SUFFOIL-X (GH) 9.46L	PCP 33099 Mineral Oil	INS/FUNGICIDE SIGNABLE	298.20
40	KU-KD243C	KNOCK DOWN RESIDUAL 525GM	PCP# 30092 Permethrin .5%	CLEAR OUT CS=12 COM SIGN	26.47
40	40-1320	AZOSHY 250SC 3.78L	PCP32263 Azoxystobin	C/S = 4 SIGNABLE SEE F6	705.80
40	40-1615	BLUSH 2X 2L	PCP#34224 Prohydrojasmon	Plant Growth Reg.SIGNABLE	1,214.40
40	40-2361	DEVIRINOL 2-XT 10L	PCP 31688 NAPROPAMIDE	240g/L C/S=2 SIGNABLE	645.20
40	40-2400	DIMENSION 2EW 1L	PCP 32844 CS=6		1,282.00
40	40-2647	DOUBLE NICKEL LC 9.46L	PCP31887 (GH) BA Strain D	SPECIAL ORDER CS=2 SIGN	681.49
40	40-3480	FRONTIER MAX 9L	PCP 30519	CLEAR OUT CS=2 SIGNABLE	2,371.80
40	40-5903	MEDALLION (GH) 3.78L	PCP 31528 FLUDIOXONIL	FUNGICIDE CS=2 SIGNABLE	2,620.14
40	40-6065	MIRAVIS DUO 8.1L	PCP 33206	CS=2 SIGNABLE	2,331.72
40	40-7035	CROPBOOST 100ML	queen mandibular phen	OBS	94.42
40	40-7349	PYLON (GH) 475ml	PCP 30666 CS=4	MITICIDE SIGNABLE	2,154.00
40	40-7550	REASON 500SC 2L	PCP 27462 Fenamidone 50%	CLEAR OUT OBS CS=8 SIGN	754.44
40	40-8120	SCHOLAR 230SC 1L	PCP 29528 Fludioxonil 230	CS=12 SIGNABLE	2,712.43
40	40-8499	SURROUND WP 12.5KG	PCP 27469 Kaolin 95%	Reg.for sun scald SIGN	328.23
40	40-8601	SUPER SPREADER 3.78L	PCP 17402	C/S = 4 SIGNABLE	267.98
40	40-9582	VERIMARK (GH) 2.365L	PCP 30892	C/S = 4 SIGNABLE	2,288.88
40	40-9588	VIBRANCE ULTRA POTATO	CO-PACK CS=4X4.8L+4X0.15L	OBS PCP#33171 SIGNABLE	2,709.08
40	DOK-66305	DOKTOR DOOM RESIDUAL 605G	PCP 28992 Permethrin .5%	C/S=12 COMM SIGNABLE	57.84
40	40-1401	BASAGRAN 9L	PCP 12221 bentazon 480g/l	C/S = 2 SIGNABLE	1,697.81
40	40-1715	BROADSTAR HERBICID 22.7KG	PCP29229 Flumioxazin .25%	CLEAR OUT SIGNABLE	559.95
40	40-1940	CENTURION + AMIGO KIT	PCP 27598 SIGN	CS= 3L CENTURION/9L AMIGO	1,171.00
40	40-3425	FLORAMITE (GH) 946ML	PCP27924 Bifenazate 22.6%	DG INFO REQ'D SIGNABLE	2,147.50
40	40-3862	GESAGARD 480SC 10L	PCP24771 metryn 465.6g/l	C/S = 2 SIGNABLE	2,461.50
40	40-4815	KENJA 400SC 4L	PCP3175isofetamid 400g/L	CASE=4 SIGNABLE	2,844.81
40	40-7410	RAIN GARD 6.4GAL	NO PCP# (24 litre)	CLEAR OUT DISCONTINUED	1,846.35
40	40-8440	SPECTICLE G 20KG	PCP 32804		467.50
40	40-1945	CHIKARA 25WG 404GM	PCP 33130 HERB. FOR GRAPE	C/S = 6 SIGNABLE	2,238.58
40	40-1965	CYRUS (GH) (6x75G)	PCP 34272 Cyromazine 75%	SIGNABLE	489.61
40	40-5425	LONTREL XC 2.67L	PCP 32795 CS=4		2,557.05
40	40-0682	ALTACOR MAX 510G	PCP 34654	C/S = 8 SIGNABLE	3,335.08
40	40-5842	MATADOR 120EC 3.78L	PCP 24984 Lambda-cyhaloth	DG INFO REQ'D CS=4 SIGN	5,056.68
40	40-6395	NEALTA (GH) 4L	PCP 31284 Cyflumetofen	CS=4 MITICIDE SIGNABLE	5,537.55
40	40-0790	AMYPROTEC 42 1L	PCP 33815 MICROBIAL FUNG.	GARLIC/POTATO CS/10 SIGN	1,098.00
40	40-1720	BURAN FUNGICIDE 10L	PCP30601 Garlic powder	15% SIGNABLE	480.00
40	40-1790	CALIBER 625 10L	PCP 27910 2,4-DB	C/S = 2 SIGNABLE	2,514.97
40	40-1981	COPPER OXYCHLORIDE(GH)2KG	PCP 19146 fixed copper	DG INFO REQ'D CS=10 SIGN	344.57
40	40-2032	CREDO SC 500ml	PCP 33014 CS=8		487.84
40	40-4910	LALSTIM OSMO ORGANIC 2KG	NO PCP# CS=10	CHERRY CUTICLE SUPPLEMENT	520.00
40	40-5915	MERGE **ONLY** 8.1L	PCP24702 Surfactant CS=2	*NOT POAST & MERGE* SIGN	363.40
40	40-7263	PROPERTY 300SC FUNG. 2L	PCP 32534 CASE = 4X2L	SEE ALTS SIGNABLE	3,123.56
40	40-8381	SINBAR	PCP 30082 Terbaciil 80%	C/S = 6 SIGNABLE	2,234.81
40	40-8385	SIVANTO PRIME 2L	PCP 31452 FLUPYRADIFURONE	INSECTICIDE CS=8 SIGNABLE	1,611.13
40	40-8562	STIM ROOT #1 500G	Softwood (pink)		179.52
40	40-9012	TIMOREX GOLD (GH) 5L	PCP 30910 C/S=4	FUNGICIDE SIGNABLE	3,068.52
40	40-0420	AGITA 1GB FLY BAIT 1KG	PCP 28297 GRANULAR CS=9	CLR THIAMETHOXM&Z-9TRICSE	311.84
40	40-1261	ASSIST (SURFACTANT)10L	PCP 16937 mineral oil 83%	SPECIAL ORDER C/S=2 SIGN	716.93
40	40-1305	AUTHORITY 480 3.79L	PCP 29012 Sulfentrazone	CASE=4 HERBICIDE SIGNABLE	5,951.66
40	40-3760	GAVEL 75DF 13.6 KG	PCP26842 Mancozeb/Zoyamid	CLEAR OUT OBS SIGNABLE	2,969.10
40	40-4730	KLEENGROW (GH) 18.9L	PCP 13148	DG INFO REQ'D SIGNABLE	2,129.76
40	40-4804	PARASOL FL 10L	PCP25901 CS=2	COPPER HYDROXIDE	1,340.01
40	40-5861	MCPA AMINE 600 10L	PCP 28384 mcpa 60%	C/S = 2 SIGNABLE	996.80
40	MOT-71481	JAGUAR 50 BAIT CHUNX .8KG	PCP26673 Brodifacoum .005	CS=6 *SGAR BAN ITEM* SIGN	218.86
40	40-1765	BUFFER PROTECT NT 6KG	GOES WITH NEW BLOSSOM	PROTECT	611.03
40	40-2394	DIAMANTE 480 10L - *F2	PCP 34413 dimethoate 48%	DG INFO REQ'D CS=2 SIGN	2,707.70
40	40-2584	DIPEL 2XDF (GH) 5KG - *F2	PCP 26508 BT Var Kurstaki	SIGNABLE - F6	4,311.49

Category 40 and 41 Inventory as at September 25, 2024

Category	Item-#	Description-1	Description-2	Description-3	NBV
40	40-7085	PRESIDIO (GH) 946ML	PCP 30051 CS=12 SIGNABLE	CLEAR OUT SEE NOTES	2,556.90
40	40-0822	ANTIFOAM 20%(8.8LB)4L 4KG	IVANHOE gst & pst		665.85
40	MOT-71400	JAG PLCE PAC 80x25GM*SGAR	PCP26859 Brodifacoum .005	CS=2 *SGAR BAN ITEM* SIGN	615.74
40	40-7192	PRIMEHIVE POLLINATION 2KG	POLLINATION PHEROMONE	CASE=6	170.00
40	40-9860	XIAMETER SURFACTANT 4L	PCP 23078 C/S=4	SILICONE EXEMPTED	2,074.54
40	MOT-71230	HAWK BAIT CHUNX 10 X 28GM	PCP26595 COMM (793429)	DISC C=24 *SGAR BAN* SIGN	56.40
40	40-0292	ACRAMITE 50WS 454g	PCP 27925 Bifenazate 50%	C/S=10 F6 SIGNABLE	2,073.57
40	40-2053	CYCLONE (GH) 10L	PCP30459	CLEAR OUT SPECIAL PRICING	588.00
40	40-4802	KONTOS (GH) 1L	PCP 29567 Spirotetramat	240g/L SIGNABLE	3,754.93
40	40-1780	CABRIO 2.27KG	PCP27323 pyracpostrob 20%	C/S = 4 SIGNABLE	5,216.99
40	40-4803	PARASOL WG 10KG	PCP29063 Copper Hydroxide	ORGANIC NO FRUIT TREE	1,785.00
40	40-5499	LUNA SENSATION 2L	PCP 32107	CS=8 SEE ALT SIGNABLE	6,124.44
40	40-5926	MERTECT SC 5L	PCP 13975 CS=4		5,338.00
40	40-7651	RETAIN 333g	PCP 25609 C/S = 5	MASTER = 20 SIGNABLE	6,020.77
40	40-1425	BELEAF (GH) .68KG	PCP 29796 FLONICAMID 50%	C/S 6 SIGN SEE F6	3,941.03
40	40-1946	CILIS PLUS 2L	PCP 29210-HAS ALTERNATIVE	C/S = 8 SIGNABLE	2,448.00
40	40-3660	FULLBACK 125 SC 1.5L	PCP 31679 flutriafof 125g	CASE=4 SIGNABLE	2,679.60
40	42-ISO-CFLEX	ISOMATE-CM FLEX 400 pc/pk	PCP 22899 pheromone dis.	*CODLING MOTH* EXEMPTED	2,098.66
40	40-7223	PRINCETON 418 4.8L	PCP 33840	CS=2 SIGNABLE	3,593.14
40	40-1942	CASORON 4G 22.7KG	PCP 12533 dichlobenil 4%		3,628.94
40	42-ISO-DWB	ISOMATE DWB 500 pc/pkg	PCP #30589 Phermone Disp	SPECIAL ORDER *FREEZER	4,755.58
40	40-0642	ALION 1L	PCP30451 INDAZIFLAM 200g/	C/S = 8 SIGNABLE	10,118.18
40	40-7065	POTASSIUM METABISULFITE	FOOD GRADE 25KG	SKID = 40	3,058.85
40	40-2856	ECHO NP 9.46L	CHLOROTHALONIL PCP 33749	CS=2 SEE F2 ALTS SIGNABLE	4,133.84
40	40-6103	SERENE HORT VIN. (GH) 10L	PCP 30248 acetic acid 20%	DG INFO REQ'D CS=2 SIGN	1,561.03
40	40-6462	GUARDSMAN DORM OIL 110L	PCP23370 mineral oil 98.5%	SIGN	6,836.76
40	40-2583	DIPEL 2X DF (GH) 0.5kg	PCP 26508 BT Var Kurstaki	C/S = 24 SIGNABLE	959.37
40	40-1835	CAPTAN 480 SC 10L	PCP32300 Captan 48% CS=2	DG INFO REQ'D SIGNABLE	3,900.50
40	40-2982	EMBUTOX 625 10L	PCP 27912 2,4-DB	C/S = 2 SIGNABLE	9,640.83
40	40-3541	FRUITONE-L NAA 946ML	PCP 31460	C/S = 10 SIGNABLE	8,904.70
40	40-5223	LIME SULPHUR 205L	PCP 16465 NO DRUM RETURN		36,920.96
40	40-6465	GUARDSMAN DORM OIL 1000L	PCP23370 mineraloil 98.5%		60,219.09
40	40-6070	MIRAVIS PRIME 4.05L	PCP 33207	CS=4 SIGNABLE	29,605.57
40	40-4562	KASUMIN 2L (GH) 10L	PCP 30591 Hydrochloride	hydrate 2% CS=2 SIGNABLE	18,949.53
40	MOT-71491	Jaguar Place Pac 10x25gm	PCP26859 Brodifacoum .005	C=24 *SGAR BAN ITEM* SIGN	427.07
40	40-7282	PROWL H20C 8.9L	PCP #29542 PENDIMETHALIN	C/S = 2 SIGNABLE	7,140.62
40	40-7266	QUASH SC 4.8L	PCP #33081 metconazole 50%	CASE=2 SIGNABLE	48,632.80
40	40-7901	RAINER 9.46L	RAINER 2/case	NEW ITEM *****	7,837.50
40	40-4485	INTREPID 240F 4L	PCP 27786 methoxyfenozide	C/S = 4 SIGNABLE	19,790.76
40	40-5142	LI700 10L	PCP 23026 PH ADJUSTER	C/S = 2 EXEMPTED	6,127.11
40	DOK-11606	DOKTOR DOOM RESIDUAL 450g	PCP# 28992 permethrin .5%	C/S = 12 COMM SIGNABLE	553.12
40	40-3781	GF120 F/FLY BAIT 3.79L	PCP 28336	C/S = 4 SIGNABLE	10,618.58
40	40-6461	GUARDSMAN DORM OIL 10L	PCP23370 mineraloil 98.5%	C/S = 2 SIGNABLE	1,981.67
40	40-9440	VAPORGARD 9.46L	ANTI-TRANSPIRANT 96%	C/S = 2 SIGNABLE	13,833.07
40	40-8191	SERENADE OPTI 2.72KG	PCP 31666 BACILLUS SUBTIL	CS=6 SIGNABLE	11,902.43
40	40-1952	CLOSER 1L	PCP30826 sulfoxaflor 240g	CASE = 12 SIGNABLE	24,348.66
40	40-1941	CEVYA 4L	PCP 33405- Has Alternates	C/S = 2 SIGNABLE	48,341.11
40	40-8123	SENATOR 50SC (GH) 10L	PCP 32096 CS=2	**NEW FORMULATION** SIGN	31,345.47
40	40-0282	ACETA 70 340G	PCP 33298 acetamidrid 70%	C/S = 4 SEE ALTS SIGNABLE	11,536.63
40	40-4200	HALT	BOTH GST & PST FOR ALL	MASTER CASE = 2 X 25	1,025.49
40	40-5500	LUNA TRANQUILITY 2L	PCP30510 Fluoopyram 125g/L	C/S = 8 "4L SIZE" SIGNABLE	12,263.85
40	40-7585	REGALIA RX 9.5L	PCP 32350 CASE=2	NOT FOR CANNABIS-SEE F6	10,367.50
40	40-7278	PRIWEN 500 EC 1L	PCP31959Spiroxamine 500gl	C/S=12 SIGNABLE	5,999.61
40	40-8200	SERIFEL 2KG	PCP30054 CASE=4		16,489.05
40	40-0612	AIM EC 1.2L	PCP 28573	DG INFO REQD CS=8 SIGN	22,506.88
40	40-0821	ANTIFOAM 20% (1L) 1KG	IVANHOE gst & pst		1,319.71
40	40-2008	CORMORAN 10.08L	PCP 33353 SIGNABLE	CS=2	62,501.07
40	40-8542	STREPTOMYCIN 1KG	PCP 10305 10/CS	FIFO - SELL PER DATE	12,118.67
40	40-5924	MERIVON 1.62L	PCP 33951 C/S=4		27,669.26
40	40-0424	AGRAL 90 10L	PCP 24725 NON-IONIC SURFA	C/S = 2 EXEMPTED	12,701.59
40	40-7080	POUNCE (GH) 1L	PCP16688 permethrin384g/l	DG INFO REQD SEE F2 CS=12	4,572.49
40	40-3757	GATTEN (GH) 1.9L	PCP 34297	CASE = 6X1.9L SIGNABLE	20,354.04

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Category	Item #	Description-1	Description-2	Description-3	NBV
40	40-8170	SERCADIS 1.35L	PCP31697 Fluxapyroxad 30%	CASE = 2 SIGNABLE	25,051.12
40	40-8497	SUCCESS 480SC (GH) 1L	PCP 26835 spinosid 480g/l	*NEW CASE SIZE CS=12 SIGN	67,422.65
40	42-ISO-P	ISOMATE P 500 pc/pkg	PCP# 27141 Phermone Disp	Peach Tree Borer *FREEZER	20,035.02
40	40-9015	TRILLION 10L	PCP 27972 C/S=2	TURF HERBICIDE SIGNABLE	8,313.80
40	40-9592	VIRKON (GH) 50GM	PCP 24210 DIN 02125021	C/S = 50 SIGNABLE	391.02
40	40-2039	CUEVA (COPPER) (GH) 10L	PCP31825 copper octanoate	CS=2 SIGNABLE	11,514.23
40	40-8261	SEVIN XLR 10L	PCP 27876 carbaryl 48%	DG INFO REQ'D CS=2 SIGN	26,081.66
40	40-6463	GUARDSMAN DORM OIL 200L	PCP23370 mineraloil 98.5%	SIGN	41,454.54
40	40-1600	BIOPROTEC PLUS (GH) 10L	PCP 32425 2X STRONGER *F2	CAN USE DIPEL SIGNABLE	26,296.11
40	40-0920	APOGEE 2.27kg	PCP28042 PLANT GROWTH REG	C/S = 4 SIGNABLE	51,713.28
40	40-6075	MOVENTO 240SC ****2L	PCP28954 Spirotetramat	CS=8 *NOTE SIZE* SIGNABLE	55,200.85
40	40-3400	FLINT 50WG 567g	PCP 30619 trifloxstrobin	C/S = 6 SIGNABLE	45,940.28
40	40-2080	DANITOL 2.4 EC 3.785L	PCP 33817	C/S = 4 SIGNABLE	20,681.32
40	40-8491	SOVRAN FUNG 50% WDG 500G	PCP 26257 kresoxin-methyl	DG INFO REQ'D CS=10 SIGN	22,196.79
40	40-8100	SCALA SC 2L	PCP28011 Pyrimethanil 400	C/S = 8 SIGNABLE	20,356.16
40	40-1983	COPPER OXYCHLORIDE 4KG	PCP 13245 135/PALLET	DG INFO REQ'D SIGNABLE	9,945.00
40	40-7948	ROUNDUP R/T 540 10L	PCP 28487 glyphosate 540g	c/s=2 sign. indust + ag	21,085.10
40	40-5932	MILSTOP (GH) 11.36KG	PCP 28095 POTASSIUM BICAR		57,550.41
40	40-2315	DECIS 100EC (GH) 1.2L	PCP 33700 CS=4	DG INFO REQ'D SIGNABLE	44,118.82
40	40-1982	COPPER OXYCHLORIDE 25KG	PCP19146UAP/13245FBN (GH)	DG INFO REQ'D SIGNABLE	58,895.68
40	40-1818	CANTUS WDG 2.83KG	PCP 30141 boscalid 70%	C/S = 4 SIGNABLE	86,094.76
40	40-7676	RIDOMIL GOLD 480SL 3.78L	PCP28474(GH)metalaxyl 48%	CS=4 SIGNABLE SEE F6	311,236.32
40	40-3066	ENTRUST SC (GH) 1L	PCP 30382 spinosad 240g/L	C/S = 12 SIGNABLE	99,803.70
40	40-1770	COSAVET-DF EDGE 13.6KG*F2	PCP 31869 (GH) SULPHUR	skid=72-SIGNABLE-HAS ALT	5,636.76
40	40-1822	MAESTRO 80 WSP (GH) 1KG	PCP33488 CAPTAN 80% CS=10	DG INFO REQ'D SIGNABLE	4,722.09
40	40-9300	UP-CYDE 2.5 EC 1L	PCP28795 CYPERMETHRIN	CS=12	11,904.43
40	40-3441	FONTELIS (GH) 9.6L	PCP30331 Penthiopyrad 20%	**NEW SIZE* CS=2 SIGNABLE	163,946.40
40	40-5224	LIME SULPHUR 30% 10L	PCP 16465 Cal.Polysulphid	C/S = 2 SIGNABLE	26,810.04
40	40-4210	HARVANTA 50SL 3.79L	PCP 32889 CS=4x3.79L	INSECTICIDE SIGNABLE	85,469.48
40	40-5856	MAXCEL GROWTH REG 1L	PCP 28851 C/S = 10 *F2	HAS ALT - CILIS SIGNABLE	22,191.43
40	40-7235	PRISTINE WG (GH) 2.83KG	PCP 27985 boscalid 25.2 %	C/S = 4 SEE ALT SIGNABLE	108,323.21
40	40-4821	KUMULUS DF (GH) 25KG	PCP 18836 sulphur 80% *F2	Eco-certified 35/skid	22,694.77
40	40-6880	PARKA	NO PCP# CS=2	CHERRY CUTICLE SUPPLEMENT	71,834.27
40	40-2960	ELEVATE 50 WDG 1KG	PCP 25900 fenhexamid 50%	C/S = 6 SIGNABLE	56,965.15
40	40-0640	ALLETTE WDG (GH) 2.26KG	PCP 27688 fosetyl AL 80%	C/S = 6 SIGNABLE	31,201.50
40	40-4478	INSPIRE SUPER 3.78L	PCP 30827 DIFENCONAZOLE	86G/l CYPRODINIL 249g/L	162,141.28
40	40-9605	VIVANDO 3.785L	PCP 29765 C/S=4	SEE ALTS SIGNABLE	171,364.79
40	40-8650	SWITCH 62.5 WG 794GM	PCP 28189	C/S = 10 SIGNABLE	75,795.96
40	40-3081	EXIREL (GH) 3.79L	PCP30895 Cyantraniliprole	10.2% C/S=4 SIGNABLE	252,753.24
40	40-0200	ACCELERATOR GA LIQ 1L *F2	GA 4% CS=12 *NO RETURNS*	500ML/1000L = 20ppm	21,254.20
40	40-4420	IGNITE 15SN 10L	PCP 23180 g/ammon 150g/l	DG INFO REQ'D CS=2 SIGN	62,072.04
40	40-5785	MANZATE PROSTICK 20KG *F2	PCP 28217 mancozeb 75%	DG INFO REQ'D SIGNABLE	89,001.07
40	40-1250	ASSAIL 70WP 340g	PCP 27128 acetamidrid 70%	C/S = 8 SEE ALTS SIGNABLE	99,110.37
40	40-2030	CREDIT XTREME 540g/l 10L	PCP29888 GLYPHOSATE 540gr	C/S = 2 SIGNABLE	65,825.92
40	40-1701	BRAVO ZNC 10L	PCP 33515 chlorothalonil	C/S = 2 SEE ALTS SIGNABLE	102,370.00
40	40-6391	NOVA 40W (GH) 560GM	PCP 22399 myclobutanil40%	c/s 12 SEE F6 sign.	109,902.64
40	40-2335	DELEGATE (GH) 840GM	PCP 28778 Spinetoram 25%	C/S = 6 SIGNABLE	278,614.90
41	41-0050F	0-0-50+17S GRANULAR 25KG	POTASSIUM SULPHATE	PALLET = 40	33.14
41	41-105210F	PLANTPROD 10-52-10 15KG	Plant Starter	DISCONTINUED - SEE F2 ALT	36.48
41	41-1200LF-2	12-0-0-26S 114L	Ammonium Thiosulphate ATS	DRUM DEPOSIT \$75.00	117.56
41	41-15014F-MJ	PLANTPROD MJ CALKICK 15KG	15-0-14	CLEAR OUT CANNABIS PROD	37.24
41	41-1803682	GRO GREEN FALL BLEND 945L	CUSTOM BLEND	CLEAR OUT 11T DEPST	972.00
41	41-19517F	ORCHARD MIX 6 25KG	19-5-17+7S+1Ca+0.3Zn+0.3B	NEW FORMULATION	27.91
41	41-20820F	PLANTPROD 20-8-20 15KG	DG INFO REQD	CLEAR OUT DISCONTINUED	65.57
41	41-2100F-FINES	21-0-0+24S 1200 kg	SPECIAL FOR 2024	CLEAR OUT ROPAN BUY BACK	1,309.08
41	41-220-1040L	2-2-0 FISH FERTILIZER	POSEIDON 1040LT	PRO-CERT APPROVED VIVIGRO	2,243.18
41	41-3009564	MAXX IRON 10L	12-0-0+6Fe	CLEAR OUT	54.60
41	41-3014540	NUTRICOTE 16-10-10 20KG	100 DAY		80.87
41	41-3423294	TIGERCLAW TOPSET DL 9.46L	9% B, 0.6% MO	CLEAR OUT	92.25
41	41-4201F	ALUMINUM SULPHATE 25KG			92.55
41	41-4209F-1	SODIUM PERCARBONATE 25KG	PROVOX ULTRA NSF-KO-GRAN	DANGEROUS GOODS INFO REQD	71.36
41	41-4210F-1	CALCIUM PROPIONATE 25KG	FEED ADDITIVE	CLEAR OUT *DAMAGED BAG*	108.30

Category 40 and 41 Inventory as at September 25, 2024

Category	Item #	Description-1	Description-2	Description-3	NBV
41	41-4225F	MAGNESIUM SULPHATE 25KG	HEPTA CRYSTA-TECH GR *F6	0-0-0-9.8(Mg)+12(S) 48PLT	15.30
41	41-4364F	SODIUM BENTONITE FINE	22KG MSDS REQ	CLEAR OUT ND-40	10.13
41	41-4426F	ZINC SULPHATE LIQUID 15L	CUSTOM BLEND	DISCONTINUED	18.57
41	41-6020F	REDOX DIKAP 20LB	PLANT NUTRIENT 0-31-50	CLEAR OUT OBS POT&PHOS	233.83
41	41-7127673	18-9-12 + MICROS 1250 KG	BERRY SUMMER BLEND	ROPANA BUY-BACK	885.00
41	41-7552	REROOT 0-1-1 10L	C/S = 2	CLEAR OUT OBS FERTILIZER	120.83
41	41-800LF	AMMONIUM SULPHATE 1000L	8-0-0+9S	SPECIAL ORDER DEPOSIT RQD	800.00
41	41-AK1016	AGRO-K FOLIAR 10L	8-2-6.5+B+Fe+Cu+Mn+Mo+Zn	*NOT AVAILABLE IN 2024 F6	34.77
41	41-AK532	AGRO-K POTASSIUM DL 0-0-6	ECOCERT		42.85
41	41-AK693	AGRO-K CLEAN BORON 10L	ORGANIC	CDN REG 2021917B	42.36
41	41-BL6200	BLACK LABEL ZINC 100L	6-20-0	CLEAR OUT OBS	350.00
41	41-TOTEBAG1000	EMPTY 1000KG TOTE BAG	-BAG ONLY- 37x37x57"	OR 94x94x125cm 3MIL POLY	30.59
41	DIA-84020	DIABLO GROW 20L	2-1-6	CLEAR OUT C/S = 1	75.00
41	DIA-84505	DIABLO MONSTER FLOWER 1KG	0-50-35	CLEAR OUT C/S = 6	48.00
41	41-02627	PHITE-BACK 0-26-27 20L	LIQUID FERTILIZER	SPECIAL ORDER	362.69
41	41-17517F	PLANTPROD 17-5-17 15KG	FUSION (NOT COMPLETE)	CLEAR OUT	88.14
41	41-202020F-1	20-20-20 25KG	GLOCAL WATER SOLUBLE *F2	SKID/48 SUPPLIER SOLD OUT	108.07
41	41-25515FCR-MB	25-5-15 TURF 1000KG	SN 60% SRN	STAINS CONCRETE !!!!	1,914.84
41	41-2848F-PCU	28-4-8 60% PCU 25KG	SR 18-20 weeks	**THIS IS NOT RICHGROW**	78.92
41	41-3422032	TIGERCLAW CALCIUM 5% DRUM	110 L DRUM	CLEAR OUT ND-8	865.28
41	41-4207F	POTASSIUM ALUM 22.7KG	FOOD GRADE	POTASSIUM ALUMINUM SULPHA	236.84
41	41-4215F	CALCIUM CHLORIDE F/G	ANHY 94-97% 22.68KG	MINI PEL PLT=55	83.07
41	41-4235	KAZOO	3% LIQUID SILICON	ORTHO SILICIC ACID	1,145.28
41	41-4345F	SODIUM METABISULPHITE 50#	22.7KG	CLEAR OUT OBS	82.63
41	41-4410	SEAWEED LIQ ORGANIC 1000L	ACADIAN.1-0-5 **ORGANIC**	PLANT EXTRACT	22,700.00
41	41-833-B	8-3-3 1000KG	ORGANIC PRO PLUS	ROPANA BUY BACK 2024	4,197.04
41	41-PAPROCALSS	PROCAL SS 20L	CA8%,Si2%, CALC.SILICATE		262.28
41	41-147-MMB	BC FALL BLEND 1250 Kg	1-4-7 1250KG GRANULAR	1-4-7-15.8Ca-2.5Mg-6S	4,094.60
41	41-15530F-CR	TURF 15-5-30 25KG	50% SRN FALL FERTILIZER	NO AVAIL PLT=40 *SEE F6	103.38
41	41-2848F-CR	28-4-8 TURF 60% SRN 25KG	2.36%FE MAY CAUSE STAIN	SR 6-8 WEEKS	93.63
41	41-3014580	NUTRICOTE 16-10-10 20KG	T-40/180 HOMOGENEOUS NPK	REPLACES T-180	242.88
41	41-3588110	UPTAKE SOIL ADUVANT 18.9L	In-Take HortPro Formulati	same as uptake	520.20
41	41-4190F-MB	S90 ELEMENTAL SULPHUR	ELEMENTAL SULPHUR 1225KG	0-0-0+90S GRANULR *SEE F6	1,782.00
41	41-4244F	SOLUBOR SEE F6 20kg	TECHNICAL GRADE POWDER F6	OMRI RATED ONLY	238.10
41	41-7127703	21-7-10+2.7MG+MINORS 25KG	NURSERY FIELD BLEND		134.10
41	41-9300LF-2	8-30-0+.0.15Zn 205L	8-30-0+0.15Zn Durastart	seaweed/humic BD 1.38kg/L	1,497.00
41	41-BF7603153	SULPHUR ORGANIC 25KG	90% ELEMENTAL SULPHUR	*ECOCERT* 75LBS/FT3	56.37
41	41-L4282-00MB	DOLOMITE AG 2000 LB	WHITE CLOUD SAND/POWDR-12	SOIL CONDITIONER	777.53
41	DIA-84135	DIABLO MONSTER GOLD 4L	FULVIC	CLEAR OUT C/S = 4	81.00
41	DIA-84655	DIABLO MONSTR ROOTZ 250ML	1-0-1	CLEAR OUT C/S = 4	127.50
41	41-12610F	MONO AMMONIUM PHOSPHATE	12-61-0 W/S 25KG	WATER SOLUBLE PLT=42	564.00
41	41-15715	GRAPEGROW NORTH 25KG	15-7-15+3Mg+7s	42/SKID SEE NOTES	117.44
41	41-3000460	NOVACAL II 28%Ca 25KG		CLEAR OUT OBS	100.71
41	41-4412F	COPTRAL 5L	1 GAL US 6.8% COPPER	CLEAR OUT OBS	414.80
41	41-4416F	CALTRAC 400 YARAVITA 10L	*SHAKE WELL BEFORE USING*	SEE ALTS Calcium 23.7%	263.94
41	41-999F-2	BALANCED BLEND 20L	9-9-9+6S+.06MN+.03B+.06ZN	4.936 bulk density KG/USG	170.28
41	41-AK591	AGRO-K SYMSPRAY 20X 10L	ECOCERT		744.32
41	41-AK603	AGRO-K CLEAN MOLYBDENUM	2% Mo		325.63
41	DIA-84110	DIABLO MONSTER THRIVE 4L	0-2-1 PRECISE B VITAMIN	CLEAR OUT C/S = 4	190.00
41	DIA-84585	DIABLO MONSTER FROST 4L		CLEAR OUT C/S = 4	208.00
41	41-166F	MOXY 1-6-6 10L	1.5L/ha	CLEAR OUT OBS	1,962.50
41	41-4210F	CALCIUM PROPIONATE 20KG	FEED ADDITIVE 30/skid	*SEE 41-4210F-1 (25KG BG)	418.86
41	41-4405-1	SEAWEED LIQ ORGANIC 208L	ACADIAN.1-0-5 **ORGANIC**	PLANT EXTRACT	11,908.00
41	41-999F-1	BALANCED BLEND 205L	9-9-9+6S+.06MN+.03B+.06ZN		1,493.50
41	41-L4279	MARKING LIME WHITE 50LB	FIELD MARKING LIME	48/SKID IMPERIAL	72.41
41	DIA-84209	DIABLO PUSH 125ML	CONTAINS TRIACONTANOL	CLEAR OUT C/S = 8	105.00
41	41-4219F-1	MAGNESIUM CHLORIDE 25KG	MAGCHL03 FLAKES	PALLET = 40	292.26
41	41-TURFFIX	TURFFIX 6-2-1.25 1500LB	CANOLA	PRICES UPDATED FOR 2024	5,968.77
41	BEOH1LR	HUMIC ACID LIQUID 1L	ORGANO HUME ULTRA 24%	ACTIV24	82.40
41	DIA-84040	DIABLO MICRO 10L	5-0-1	CLEAR OUT C/S = 2	285.00
41	DIA-84650	DIABLO MONSTR ROOTZ 125ML	1-0-1	CLEAR OUT C/S = 8	150.00
41	41-4213F	CALCIUM CHLORIDE T/G 25KG	77%-80% TIRE/DUST FLAKE	*THIS IS TECH GRADE* P=42	114.85

Category 40 and 41 Inventory as at September 25, 2024

Category	Item-#	Description-1	Description-2	Description-3	NBV
41	41-4252F	SULPHURIC ACID 28KG	93% MIN JUG DEPOSIT \$25	DANGEROUS GOODS INFO REQD	289.31
41	41-4408	FULVIC/HUMIC/SEAWEED 20L	Bio stimulant HYDRO STIM	BLEND 32 jugs/pallet	785.40
41	41-4439	ZINC 9% EDTA 9.46L	SOIL APPLIED	CLEAR OUT OBS	558.25
41	41-4216F	GROWERS BEST CALCIUM 20L	8% Ca,2% Si,0.15Mg	CLR OUT ACETATE BSED ALTS	1,215.84
41	41-4226F	MAGNESIUM SULPHATE 25KG	KALI K&S BITTERSALZ	GERMANY 35/SKID 9.6% Mg	279.27
41	41-L4275-MB	CALCIUM CARB 14-100 MB	TEXLIME COARSE 1000KG	OBS	1,989.04
41	41-4218F	IRON SULPHATE 20% 50LB	POWDER HEPTAHYDRATE 20%	Skid=42	303.75
41	DIA-84035	DIABLO MICRO 4L	5-0-1	CLEAR OUT C/S = 4	202.50
41	41-19312-MB	19-3-12 PHOS EASE	19-3-12 1100KG	GRANULAR MIX	16,990.00
41	41-5545F-2	CROCKER'S FISH OIL 200L	**DRUM DEPOSIT \$75.00**		19,815.64
41	41-1200LF	12-0-0-26S LIQUID 200L	Ammonium Thiosulphate ATS	DRUM DEPOSIT \$75.00	2,110.38
41	41-19487	CHELATED IRON 13% 25KG	EDTA Dissolvine Fe	Yara Rexolin	3,538.81
41	41-25515F-CR	25-5-15 TURF 60% SRN 25KG	1.5%S+1.45%FE SEE F6	VIVIGRO 42/PALLET	311.89
41	41-2800LF-1	28-0-0 LIQUID 20L	bulk density 1.28kg/L		411.46
41	41-28412	28-4-12+4S+1Fe 25KG	60% N-DURE PREMIUM 40/SK	ALL SEASON TURF/LANDSCAPE	328.18
41	41-4600F-MB	46-0-0 GRAN.UREA 1000KG		*NOT PRILLED UREA**SEE F6	13,479.60
41	41-3200LF-1	32-0-0 LIQUID 20L			521.79
41	41-4402	MEGAFOL SEAWEED LIQ. 10L	3-0-8 PLANT EXTRACT F6	PALLET/72 SHLF STABLE 4YR	1,622.40
41	41-464F	SUSTANE 4-6-4 OMRI 50LB	GRANULAR FERTILIZER	PLT=40	503.14
41	41-181818F	18-18-18+2.5%S+0.8%CA 25k	BALANCED BLEND PLT=42	see F6 ALT F2	402.70
41	41-800LF-1	AMMONIUM SULPHATE 20L	LIQUID 8-0-0+9S		334.49
41	41-4224F-1	MAGNESIUM NITRATE 25kg	10.7N+9.3MG VIVIGRO	WATER SOLUBLE	268.20
41	41-4236	CROPSIL	3% LIQ. SILICON C/S1	ORTHOSILICIC ACID CROPSIL	1,723.50
41	41-BF1891566	ESSENTIAL IRON 20L	0-0-3+2.5S+3Fe ECOCERT		435.90
41	41-PAPROMAGS	PRO-MAG	MG 6% ACETATE BLEND		2,202.29
41	41-4368F-1	SODIUM BICARB. 22.68KG	FOOD GRADE USP-FCC-KO-PWD	SKID=55 ND49	587.63
41	DIA-84075	DIABLO MONSTER CAL 1L	(CAL MAG) 2-0-0	CLEAR OUT C/S = 12	208.00
41	DIA-84578	DIABLO MONSTER FROST 1L		CLEAR OUT C/S = 12	256.00
41	41-9300LF-1	8-30-0+.0.15Zn 20L	8-30-0+0.15Zn Durastr 20	seaweed/humic BD 1.38kg/L	949.45
41	41-4204F	COPPER SULPHATE 25KG	Quimag (Mexico) 98%	DG INFO REQD SKID=50	1,905.54
41	41-4333F	CHELATED MICRO MIX 10KG	NO LONGER AVAIL	CLEAR OUT SKID=48 PAILS	2,709.79
41	41-AK1004	AGRO-K AGROBEST 9-24-3			699.36
41	DIA-84100	DIABLO MONSTER THRIVE 1L	0-2-1 PRECISE B VITAMIN	CLEAR OUT C/S = 12	315.00
41	41-4238F	PHOSPHORIC ACID 85% 35KG	0-54-0 32/skid FOOD GRADE	DANGEROUS GOODS INFO REQD	2,848.10
41	DIA-84125	DIABLO MONSTER GOLD 1L	FULVIC	CLEAR OUT C/S = 12	171.00
41	41-AK5120	AGRO-K CALCIUM DEXTRO-LAC	7%	ECOCERT	914.22
41	41-3014480	NUTRICOTE 14-13-13 20KG	100 DAY G/H OR NURSERY	CLEAR OUT	1,792.77
41	41-131610F	13-16-10+11%S+3%CA 25KG	VIVIGRO 90-135LB/AC *F2	PLT=42 *SEE F6	643.70
41	41-BF7600973	K-MAG 0-0-22+10.8MG+22S	ORGANIC GRANULAR 25KG	CLEAR OUT US *OMRI* ONLY	553.38
41	41-L4275-B	CALCIUM CARB FLOUR 1000KG	100 MESH TEX LIME		6,129.31
41	41-PAPROZINC	PRO-ZINC 20L	Zn 8% ACETATE BLEND		3,104.06
41	41-4208F	FISH BONEMEAL 4-13-0 50LB	NATURE'S INTENT		1,185.60
41	41-4229F	MAGNESIUM SULPHATE 22.7KG	MAGRICULTURE OMRI	PACS MEMBERS ONLY 49/skid	790.39
41	41-4347F	CHELATED COPPER 15% 25KG	**DISSOLVINE** E-CU-15	NOT RICHGROW 50/PALLET	6,562.16
41	41-4407	SENTRY PHOSPHITE 10L	LIQUID 4-0-14	CLEAR OUT JAYBEE CS=2	2,237.50
41	41-L4281-00MB	DOLOMITE FINE 2000 LB	WHITE CLOUD	SOIL CONDITIONER	6,677.93
41	41-AK526	AGRO-K IRON DL 5.5% 10L	ECOCERT		1,521.66
41	FL-CALMAGPROZ	CALCIUM MAGNESIUM 20L	4-0-0 CAL 6% MAG 1.3%	CLEAR OUT BORON .2% VGRO	1,313.76
41	41-3017950	OSMOCOTE 14-14-14 50LB	3-4 MONTH NO MICRO 50LBS	NOMICRO 50LBS	3,160.54
41	LM-09301305	ALASKA MOR-BLOOM 5GAL	0-10-10	CLEAR OUT CS=1	2,704.22
41	41-82424F	8-24-24+2S 25KG	GRANULAR FERTILIZER	PLT=40 *SEE F6 NOTES	1,164.80
41	41-302F	ALFALFA GREEN 3-0-2 22KG	GROW ANYTHING! 44/SKID*F2	ECOCERT 44mm PELLETT F6	717.61
41	41-AK5930	AGRO-K TOPSET D.L. 10L	(9% B, 0.5% Mo) 10 LTR		2,386.73
41	41-15811F	15-8-11 PREM BERRY 25KG	50%SN NO AVAIL Micros+Mg	PALLET = 40 *SEE F6	1,187.24
41	POWERKELP DR	0-0-5 KELP DRUM 205L	ORGANIC SEAWEED FERT	VIVIGRO	34,918.32
41	41-5545F	CROCKER'S FISH OIL 20L			6,350.16
41	41-0060	0-0-60 GRANULAR 25KG	MURIATE OF POTASH	VIVIGRO (GREEN BAG)	1,473.78
41	41-824F	SUSTANE 8-2-4 OMRI 22.7KG	GRANULAR FERTILIZER	PLT=40	2,271.67
41	41-HUMIC	HUMIC ACID DRY 25KG	POTASSIUM HUMATE 0-0-8 WS	ROPANA BUY BACK PRO-CERT	3,547.50
41	41-AK5023.L10	AGRO-K HARMONEE 10L	4%Ca, 14% P SEE F6	CS=2 MIXES WITH APOGEE	3,171.09
41	41-L4260	DOLOPRIL (PRILLED) 50LB	GRANULAR NATURES INTENT	PACIFIC CALCIUM skid=49	527.05
41	BIO-0040	HI-K 0-0-40+MICROS 20KG	WATER SOLUBLE F6	CLEAR OUT OBS DISCONT	1,391.28

Category 40 and 41 Inventory as at September 25, 2024

Category	Item-#	Description-1	Description-2	Description-3	NBV
41	41-5300	INCA 5% Ca 1% Zn 10L	MILLER		9,162.00
41	41-ABSORB	STICKER SPREADER 20L	PLANT BASE OIL BLND VGRO	CLR OUT NUTRIENT ADJUVANT	9,246.00
41	41-18615	18-6-15 HORTI BLEND 25KG	18-6-15-0.5Mg-9S VIVIGRO	VIVIGRO	3,918.14
41	41-4224F	MAGNESIUM NITRATE 25KG	GLOCAL FERT 48/PALLET	NEW SUPPLIER	1,188.16
41	41-4600	46-0-0 GRANULAR UREA 20KG	VIVIGRO PRODUCT *F2	ROPANA BUY-BACK	1,320.00
41	VIVI-VAN IPEREN	NPKAA 27-14-16+MgO+TE	VAN IPEREN 25KG	WATER SOLUBLE VIVIGRO	5,217.58
41	SPM-4CPER	PERLITE SUPREME 110L	4 CU FT BAG	PAL=36	1,083.50
41	41-141610F	14-16-10+9S W/MICRO 25KG	GRANULAR *SEE F6	CAN USE 13-16-10 NO MICRO	1,530.56
41	41-L4255	GYPSUM GRAN.PRILLED 50LB	NATURE'S INTENT GYPRIIL	PACIFIC CALCIUM OMRI US	836.83
41	41-9243F	FOLIAR BOOST 9-24-3 20L		VIVIGRO	2,142.93
41	41-4214F	CALCIUM CHLORIDE F/G	BRINERS CHOICE 22.68KG	ANHY MINI PEL PLT=55	2,431.02
41	41-AMINO13	AMINO 13-0-0 10L	ORGANOMEX /60 PER SKID	ORGANICALLY CERTIFIED	3,258.50
41	41-3016979F-MJ	PLANTPROD MJ SPIKE 15KG	Ca 5.4%,Mg 2.7%,EDTA1.97%	CLEAR OUT CANNABIS PROD	13,804.20
41	41-7202263	0-0-32.4+16S+8.7MG 25KG	SS BLEND	CLEAR OUT 2012	1,056.60
41	41-ABSORB10	ABSORB STICKER SPREADER	PLANT BASED OIL BLEND 10L	NUTRIENT ADJUVANT VIVIGRO	5,856.00
41	41-444	ALL PURP BLEND 4-4-4 25KG	VIVIGRO BLEND PRO-CERT	VIVIGRO BLEND	2,755.90
41	41-AK535	AGRO-K MAGNESIUM DL 3%	ECOCERT		2,887.54
41	41-151015OKF	GRAPEGROW NORTH 25KG	15-10-15+7S+3Mg+0.3B	40/SKID SEE NOTES	1,757.49
41	FL-CALHIGH20LT	VIVIGRO CALCIUM LIQUID	CALCIUM 0-0-0-6A 20L	CLEAR OUT CS=6	3,702.60
41	41-4236F	0-0-60 WATER SOLUBLE 25KG	POTASSIUM CHLORIDE	VAN IPEREN (WHITE BAG)	2,421.27
41	41-4411F	HYDROPHOS YARAVITA 10L	29%P-5%K-4%Mg ORTHOPHOSPH	DANGEROUS GOODS INFO REQD	5,203.38
41	41-284	PLANT FOOD 2-8-4 25KG	FLOWERING & LEGUME FOOD	Vivigro see f6	3,571.92
41	41-3088F	PLANTPROD 30-8-8 15KG	High Nitrogen Trees	CLEAR OUT SKID=63	8,846.07
41	41-734	TOMATO & VEG 7-3-4 25KG	VIVIGRO SEE NOTE F6	PRO-CERT **NEW ITEM**	5,633.35
41	41-AK5335	AGRO-K ZINC PLUS+5 DL 10L	10L see F6	SAME AS FILOCAL BLUE	5,011.11
41	41-4406F	SEAWEED LIQUID 20L *F2	ACADIAN.1-0-5 **ORGANIC**	PLANT EXTRACT	25,188.08
41	41-220-20L	2-2-0 FISH FERTILIZER 20L	POSEIDON CONCENTRATE	PRO-CERT APPROVED VIVIGRO	5,643.75
41	41-4400F-CR	NITROGROW 44.5-0-0 25KG	74% SRN 7-8 week SRN	PALLET = 42 *SEE F6	2,844.00
41	GK-10150	BLOOD & BONE 7-5-0 20KG	GKP	PALLET = 50	5,620.36
41	41-4203F	FEATHER MEAL 11-0-0 50LB	PACIFIC CALCIUM PLT=40		4,422.31
41	41-L4295	HYDRATED LIME 25KG	SWEET PLT=40		2,021.60
41	41-VIVI-SPECIAL	BC FALL BLEND	1-4-7 25KG GRANULAR	CLEAR OUT 25KG GRANULAR	3,127.86
41	41-4190F	SULPHUR AG/ELEMENTAL 25KG	0-0-0+90S GRAN. *SEE F6	PLT=42 *PALLET DEPOSIT*	1,967.11
41	41-833-25	8-3-3	ORGANIC PRO PLUS PRO-CERT	PALLET = 48	5,200.00
41	41-151030F	15-10-30+3s 25KG	15-10-30+3s 25KG *F6*		3,945.68
41	41-AK538	AGRO-K NUTRA SULF 10L	7.25% S see F6	**not a fungicide**	7,042.21
41	41-14014	14-0-14+Ca+Mg+TE 25KG		VIVIGRO 25KG SIZE	9,552.37
41	41-5262F	BORTRAC YARAVITA 10L	10.9% B	F2 ALTERNATE	10,878.05
41	GK-10100	BLOOD MEAL 12-0-0 20KG	GKP 100% ORGANIC	PALLET = 50 NON-SOLUBLE	11,472.85
41	41-0022F	K-MAG 0-0-22 25KG	0-0-22+11.8MG+22S	PLT=40 *SEE F6	3,418.04
41	41-4419F	ZINTRAC 700 YARAVITA 10L	*SHAKE WELL BEFORE USING*	DG INFO REQD Zinc 40% F2	16,158.08
41	GK-09007	NATURALLY GRN 10-3-3 20KG	GROUNDSKEEPER PRIDE	PALLET = 50	6,163.85
41	41-1200LF-1	12-0-0-26S LIQUID 20L	Ammonium Thiosulphate ATS		4,877.86
41	41-AK595	AGRO-K ZINC D.L. 10% 10L	ECOCERT		7,643.90
41	POWERKELP	0-0-5 KELP 20L	SEAWEED FERTILIZER - *F2	VIVIGRO SEE F6	18,643.87
41	41-AK542	AGRO-K FINISHING POTASIU	SLTN 0-1-24 10 LTR		9,583.08
41	41-4500F	46-0-0 PRILLED UREA**25KG	SOLUBLE 50/PALLET	NOT GRANULAR 46-0-0	7,544.72
41	41-340011SF	34-0-0+11S 25KG	AMMONIUM SULPHATE/UREA	PLT=42 *SEE F6	4,305.12
41	41-532	HEN MANURE 20KG	VIVIGRO 20KGS SIZE		2,888.03
41	41-006	0-0-6 HUMIPRO (HUMIC)25KG	20%HUMIC,6%K,2%Ca,6%S+MIC	FERT/AMEND *F6 SEE NOTES	5,910.00
41	GK-10250	BONE MEAL 2-14-0 20KG	GROUNDSKEEPER PRIDE	PALLET = 50	8,469.15
41	41-4421F	HYDROMAG 500 YARAVITA 10L	*SHAKE WELL USING USING*	20% Liquid Magnesium F2	13,073.32
41	41-7304723	4-15-20 STARTER 25KG	4-15-20	NEW FORMULATION	7,151.68
41	41-4241F	MAGNESIUM SULPHATE 25KG	VAN IPEREN - HORT GRADE	0-0-0-16(MgO)+32(SO3)	3,626.10
41	41-15500F-2	CALCIUM NITRATE SOL 25KG	15.5-0-0 *YARA CALCINIT*	RAINDROP ON BAG(RED)48/SK	6,110.72
41	59210	PERLITE COARSE 110L	HORTICULTURAL GRADE	PALLET = 30	4,069.17
41	41-17200F	17-20-0 -3Ca-14S 25kg	+Ca & Sulphur (Gypsum)	PLT=42 *SEE F6	7,935.53
41	41-4415F	SENIPOS YARAVITA 9.5/10L	3-24-01 PHOSPH/CALC BLEND	DANGEROUS GOODS INFO REQD	17,914.71
41	41-201010F	20-10-10 25KG	NURSERY MASTER	+2%S+4%Ca plt/42	8,169.49
41	41-L4275	CALCIUM CARB FLOUR -100	TEXLIME 20KG	PALLET=50	1,589.93
41	41-1803742-20L	TURF BLEND 20L	18-2-0+2.7S 30%	18-2-0+2.7S 30% 20L	8,169.17
41	41-4237F	SULPHATE OF POTASH 25kg	0-0-53+18S SELECT IX	COMPASS MINERALS*ORGANIC*	12,673.88

Category 40 and 41 Inventory as at September 25, 2024

Category	Item-#	Description-1	Description-2	Description-3	NBV
41	41-0120-25	P-BOOST 0-12-0 25KG	0-12-0 PHOS PILLAR	PROCERT	21,826.05
41	41-4240F-1	POTASSIUM NITRATE 25KG	13-0-46 VAN IPEREN 48/PLT	*RESTRICTED* DG INFO REQD	19,289.73
41	41-CARBON60	CARBON PRILLED 25KG	HUMIC ACID DRY 60% 42/plt	3 YR SHELF LIFE VIVIGRO	9,519.22
41	41-AK512	AGRO-K VIGOR-CAL 5% 10L	5% Ca .02% Mg		17,938.93
41	41-AK514	AGRO-K AGRO-CAL 12% 10L	+0.45 MG	SAME AS FILOCAL CALCIUM	18,033.06
41	41-11520F	11-52-0 MAP 25KG	MONO AMMONIUM PHOSPHATE	PLT=40	15,789.12
41	41-22512F-CR	CHERRYGROW 22-5-12 25KG	PLT=42 PLEASE DOUBLE CHK	45-60 DAY SN SRN	12,954.62
41	41-1200LF-B	12-0-0-26S 1L	Ammonium thiosulphate ATS	bulk only 1.32kg/litre	450.43
41	41-L4282	DOLOMITE AG 50LB	WHITE CLOUD SAND/POWDR-12	SOIL CONDITIONER 40/SKID	3,780.09
41	GK-10200	ORGANIC ADV 8-4-5 20KG	GKP	PALLET = 50	27,000.87
41	41-4405-O	SEAWEED LIQ ORGANIC 10L	ACADIAN.1-0-5**ORGANIC*F2	PLANT EXTRACT SEE F6	78,360.85
41	41-181212F	18-9-12 + MICROS 25KG	BERRY SUMMER BLEND F6	GRANULAR	20,088.59
41	41-0062F	0-0-62 GRAN.COARSE 25KG	POTASSIUM CHLORIDE GRAN.	PALLET = 40 *SEE F6	16,002.06
41	41-4242F	MAGNESIUM SULPHATE 25KG	EUROSOLIDS - HORT GRADE	0-0-0-16(MgO)+32(SO3)	7,200.00
41	41-15811F-A	15-10-11 BERRY BLEND 25KG	15-10-11 +6Ca+6S+Micros	ROPANA BUY-BACK SPECIAL	15,982.23
41	41-SOP	SULPHATE OF POTASH 25KG	0-0-50-18s NPK VIVIGRO	WHITE BAG W/S PRO-CERT	33,601.62
41	41-4231F	MONO POT PHOS MKP 25KG	0-52-34 or 0-51.5-34	PLT=48 NOT ITEM 41-4232F	47,820.52
41	41-15158F-CR	APPLEGROW 25KG	15-15-8+8s+2.5Mg+0.3Zn	+0.3B+0.2Mn 50% SRN	26,197.20
41	41-4600F	46-0-0 GRANULAR UREA 25KG	VIVIGRO PRODUCT *F2	PLT=42 *SEE F6	23,949.03
41	41-121810F	GRAPEGROW SOUTH 25KG *F2	12-18-10+9s+2.5Mg+0.3Zn+	+0.3B 50% SRN NEW	27,656.07
41	41-2100F	21-0-0+24S 25KG	AMMONIUM SULPHATE SEE F6		18,290.89
41	41-122324F	8-24-24 25KG *F6*	8-24-24+1.5s SEE F6 NOTES	VIVIGRO REPLACES 12-23-24	37,360.72
41	41-15400F	NITRABOR GRANULAR 25KG	15.4-0-0+18.3%Ca+0.3%B F6	48 SKID YARALIVA YELLOW	45,696.78
41	GK-40200	ORGANIC ADV 8-4-5 PER/KG	GROUNDSKEEPER PRIDE	BULK TOTE SELL BY KG	6,398.35
41	41-2100NSF	NS-21	21-0-0+5.7S+9.5CA+1.8MG	YARA BLEND	101,013.83
41	41-15500F	CALCIUM NITRATE GRAN 25KG	15.5-0-0 GRAN 19% CALCIUM	48/SKID TROPICOTE BLUE	114,119.68
41	41-302F-1	ALFALFA GREEN 3-0-2 P/KG	ECOCERT PELLETS see F6	BULK TOTE PER KG *F2	3,900.52
Total					\$ 5,500,498

EXHIBIT A
APPROVAL AND VESTING ORDER

[see attached]

No. S245481
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, AS AMENDED

AND

IN THE MATTER OF THE *COOPERATIVE ASSOCIATION ACT*, S.B.C. 1999, c. 28

AND

IN THE MATTER OF BC TREE FRUITS COOPERATIVE, BC TREE FRUITS INDUSTRIES
LIMITED and GROWERS SUPPLY COMPANY LIMITED

PETITIONERS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE)
JUSTICE GROPPER) [REDACTED] 2024
)

ON THE APPLICATION OF Alvarez & Marsal Canada Inc. (“**A&M**”) in its capacity as monitor of the Petitioners (in such capacity, the “**Monitor**”) coming on for hearing at Vancouver, British Columbia, on the [REDACTED] day of [REDACTED], 2024; AND ON HEARING Kibben Jackson and Heidi Esslinger, counsel for the Monitor, and those other counsel listed on **Schedule “A”** hereto, and no one else appearing although duly served, AND UPON READING the material filed, including the [REDACTED] Report of the Monitor to the Court dated [REDACTED] (the “**Report**”); AND PURSUANT TO the *Companies’ Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the “**CCAA**”), the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the “**Transaction**”) contemplated by the Purchase and Sale Agreement dated September [REDACTED], 2024 (the “**Sale Agreement**”) among Growers Supply Company Limited (the “**Vendor**”) and TerraLink Horticulture Inc. (the “**Purchaser**”), a copy of which is attached hereto as **Schedule “B”**, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Monitor on behalf of the Vendor is hereby authorized and approved, and the Vendor and

the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the Purchased Assets (as such term is defined in the Sale Agreement).

2. Upon: (i) receipt by the Monitor of the full amount of the Purchase Price (as such term is defined in the Sale Agreement); and (ii) delivery by the Monitor to the Purchaser of a certificate substantially in the form attached as **Schedule “C”** hereto (the “**Monitor’s Certificate**”), all of the Vendor’s right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by any order of this court in the within proceeding; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system (all of which are collectively referred to as the “**Encumbrances**”), and, for greater certainty, this Court orders that all of the Encumbrances affecting or related to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets..
3. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor’s Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
4. The Monitor is to file with the court a copy of the Monitor’s Certificate forthwith after delivery thereof.
5. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets shall be delivered by the Monitor to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement).
6. Notwithstanding:
 - (a) this CCAA proceeding or the termination thereof;
 - (b) any applications for a bankruptcy order in respect of any or all of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”) and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,

the vesting of the Purchased Assets in the Purchaser and/or any permitted assignees under the Sale Agreement pursuant to this order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this order and to assist the Monitor and its agents in carrying out the terms of this order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners, the Purchaser and the Monitor, as an officer of this court, as may be necessary or desirable to give effect to this order or to assist the Petitioners, the Purchaser and the Monitor and its agents in carrying out the terms of this order.
8. The Monitor or any other party has liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this order.
9. Endorsement of this Order by counsel appearing on this application other than counsel for the Monitor is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Kibben Jackson
Lawyer for the Monitor, Alvarez & Marsal
Canada Inc.

BY THE COURT

REGISTRAR

Schedule "A"

LIST OF COUNSEL

Counsel Name/Litigant	Party Represented

- 5 -

Schedule "B"

PURCHASE AND SALE AGREEMENT

Schedule "C"

FORM OF MONITOR'S CERTIFICATE

No. S245481
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, AS AMENDED

AND

IN THE MATTER OF THE *COOPERATIVE ASSOCIATION ACT*, S.B.C. 1999, c. 28

AND

IN THE MATTER OF BC TREE FRUITS COOPERATIVE, BC TREE FRUITS INDUSTRIES
LIMITED and GROWERS SUPPLY COMPANY LIMITED

PETITIONERS

MONITOR'S CERTIFICATE

1. Capitalized terms used but not otherwise defined in this Monitor's Certificate shall have the meanings given to them in the order of the Supreme Court of British Columbia (the "**Court**") pronounced on [●], 2024 (the "**Approval and Vesting Order**") and the Offer to Purchase and Agreement of Purchase and Sale dated September [●], 2024 (the "**Sale Agreement**") between Growers Supply Company Limited (the "**Vendor**") and TerraLink Horticulture Inc. (the "**Purchaser**"), a copy of which is appended as Schedule "B" to the Approval and Vesting Order.
2. Pursuant to an order made on August 13, 2024, as amended and restated on August 26, 2024, the court granted the Petitioners protection from their creditors and appointed the Monitor as monitor of the Petitioners, all under the provisions of the CCAA.
3. Pursuant to the Approval and Vesting Order, the court ordered that all of the right, title and interest of the vendor in and to the Purchased Assets shall vest in the Purchaser effective upon, among other things, delivery by the Monitor of this Monitor's Certificate to the Purchaser.

THE MONITOR HEREBY CERTIFIES as follows:

1. The Purchaser has delivered written notice to the Monitor that all applicable conditions in favour of the Purchaser under the Sale Agreement have been satisfied and/or waived, as applicable.
2. The Monitor has received the full amount of the Purchase Price under the Sale Agreement.
3. Except for delivery of this Monitor's Certificate, all of the transactions contemplated by the Sale Agreement have been implemented.

Dated at the City of Vancouver, in the Province of British Columbia, this [●] day of [●], 2024

GROWERS SUPPLY COMPANY LIMITED,
by their court-appointed monitor, **ALVAREZ & MARSAL CANADA INC.** acting solely in such capacity and not in its personal or corporate capacity

Per: _____

Name:

Title:

EXHIBIT B
MONITOR'S BRING-DOWN CERTIFICATE

TO: TerraLink Horticulture Inc. (the "**Purchaser**")

DATED: _____, 2024

This certificate is delivered pursuant to the purchase and sale agreement dated for reference _____, 2024, as amended from time to time (collectively, the "**Purchase and Sale Agreement**") between Alvarez & Marsal Canada Inc., in its capacity as court-appointed Monitor of the assets, undertakings and property of Growers Supply Company Limited and not in its personal or corporate capacity (collectively, the "**Monitor**") and the Purchaser. Capitalized terms used and not defined in this certificate have the meanings given to them in the Purchase and Sale Agreement.

The Monitor certifies in favour of the Purchaser that the representations and warranties of the Vendor set forth in the Purchase and Sale Agreement are, as at the Closing Date, true and accurate in all material respects and all covenants of the Vendor to be performed on or before the Closing Date have been duly observed and performed in all material respects.

ALVAREZ & MARSAL CANADA INC. in
its capacity as court-appointed monitor of
GROWERS SUPPLY COMPANY
LIMITED and not in its personal or corporate
capacity

By: _____
Name:
Title:

**EXHIBIT C
PURCHASER'S BRING-DOWN CERTIFICATE**

TO: Alvarez & Marsal Canada Inc., in its capacity as court-appointed Monitor of Growers Supply Company Limited and BC Tree Fruits Cooperative and not in its personal or corporate capacity (collectively, the “**Monitor**”)

DATED: _____, 2024

This certificate is delivered pursuant to the purchase and sale agreement dated for reference _____, 2024, as amended from time to time (collectively, the “**Purchase and Sale Agreement**”) between the Monitor and Growers Supply Company Limited, on the one hand, and TerraLink Horticulture Inc. (the “**Purchaser**”), on the other hand. Capitalized terms used and not defined in this certificate have the meanings given to them in the Purchase and Sale Agreement.

The Purchaser certifies that the representations and warranties of the Purchaser set forth in the Purchase and Sale Agreement are, as at the Closing Date, true and accurate in all material respects and all covenants of the Purchaser to be performed on or before the Closing Date have been duly observed and performed in all material respects.

TERRALINK HORTICULTURE INC.

By: _____
Name:
Title:

Appendix B – MOH APA

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated for reference September 27, 2024 and is made,

GROWERS SUPPLY COMPANY LIMITED (“GSC”) and **BC TREE FRUITS COOPERATIVE (“BCTFC”)**, by their court-appointed monitor **ALVAREZ & MARSAL CANADA INC.** (the **“Monitor”**), acting solely in such capacity and not in its personal or corporate capacity

(collectively, GSC, BCTFC and the Monitor are referred to as the **“Vendor”**)

AND:

MITCH OOSTENBRINK HOLDINGS LTD., a company incorporated pursuant to the laws of British Columbia, and having a registered office at Chilliwack, BC

(the **“Purchaser”**)

WHEREAS:

- A. Pursuant to an order made in Supreme Court of British Columbia Action No. 245481, Vancouver Registry (the **“CCAA Proceedings”**) on August 13, 2024, subsequently amended and restated by a further order made on August 26, 2024 (as amended and restated, the **“ARIO”**), the Supreme Court of British Columbia (the **“Court”**) granted GSC, BCTFC and BC Tree Fruits Industries Limited (collectively, the **“BCTF Group”** or the **“Petitioners”**) protection from their creditors and appointed the Monitor as monitor of the BCTF Group with enhanced powers, among other things, all under the provisions of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985 c. C-36 (the **“CCAA”**).
- B. Pursuant to a further order made in the CCAA Proceedings on August 26, 2024, the Court approved a sales and investment solicitation process in respect of the assets and undertaking of GSC and certain real property of BCTFC (the **“GSC SISP”**) and authorized and directed the Monitor and GSC to do all things necessary or desirable to perform their obligations under and carry out the GSC SISP.
- C. The Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, the Purchased Assets (as defined herein), upon and subject to the terms and conditions set out herein (the **“Sale Transaction”**).

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions. In this Agreement:

- (a) “**Accounting Standards**” means at any time the accounting standards for private enterprises so prescribed in Part II of the CPA Canada Handbook – Accounting (Accounting Standards for Private Enterprises).
- (b) “**Accounts Receivable**” means all accounts receivable, trade accounts, and other debts owing to GSC.
- (c) “**Administration Charge**” has the meaning given to it in the ARIO.
- (d) “**Affiliate**” means, in respect of any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership or voting securities, by contract or otherwise.
- (e) “**Agreement**” means this Purchase and Sale Agreement and all attached Schedules and Exhibits, in each case as the same may be supplemented, amended, restated or replaced from time to time in accordance with the terms hereof, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and all attached Schedules and Exhibits and unless otherwise indicated, references to Articles, Sections, Schedules and Exhibits are to Articles, Sections, Schedules and Exhibits in this Agreement.
- (f) “**Applicable Law**” means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order, or any consent, exemption, approval or licence of any Governmental Authority, that applies in whole or in part to the Sale Transaction, the Monitor, the BCTF Group, the Purchaser, the Business, or any of the Purchased Assets.
- (g) “**Approval and Vesting Order**” means a Court order made in the CCAA Proceedings substantially in the form attached as Exhibit A hereto, with any amendments thereto to be acceptable to the Monitor and the Purchaser, each acting reasonably, which shall, among other things:
 - (i) authorize and approve this Agreement and the execution and delivery thereof by the Monitor on behalf of GSC and BCTFC;
 - (ii) authorize and direct the Monitor, GSC and BCTFC to complete the Sale Transaction; and
 - (iii) subject to and upon the delivery of the Monitor’s Certificate to the Purchaser, provide for:
 - (A) the vesting of the Purchased Assets in the Purchaser; and

- (B) the vesting off title to the Purchased Assets all Encumbrances other than Permitted Encumbrances.
- (h) “**BCTF Group**” has the meaning given to it in Recital A.
- (i) “**BCTF Owned Lands**” means the real property set out under the heading “BCTF Owned Lands” in Schedule A, including all buildings, structures, improvements and all appurtenances and attachments thereto.
- (j) “**Business**” means the business carried on by GSC, being the business of operating retail stores selling agricultural growing equipment and supplies.
- (k) “**Business Day**” means any day that is not a Saturday, Sunday, Boxing Day, Easter Monday or statutory holiday in British Columbia.
- (l) “**Business Records**” means all documents, files, records, reports, agreements, plans, specifications, drawings, surveys and correspondence in the possession or control of GSC relating to any of the Purchased Assets, but excluding all Excluded Assets.
- (m) “**CCAA**” has the meaning given to it in Recital A.
- (n) “**CCAA Charges**” means those charges against the property of the Petitioners created by orders of the Court made in the CCAA Proceedings, including, without limitation, the Administration Charge, Directors’ Charge, Interim Lender’s Charge, and Representative Counsel Charge, and the amounts secured thereby, as applicable.
- (o) “**CCAA Proceedings**” has the meaning given to it in Recital A.
- (p) “**Chattels**” means all of the personal property owned by GSC or BCTFC and used in the maintenance, management or operation of the Purchased Assets or any part thereof or the maintenance, management or operation of the Business, including personal property, fixtures, supplies and Equipment, as expressly set forth in Schedule H (but excluding any Excluded Assets).
- (q) “**Chemical Inventory**” means all chemical Inventory of GSC which is listed under Category 40 in the Books and Records of the Company.
- (r) “**Claims**” means any claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a solicitor and client basis, interest, demands and actions of any nature or any kind whatsoever, and “**Claim**” means any of the foregoing.
- (s) “**Closing**” means the successful completion of the Sale Transaction.
- (t) “**Closing Date**” means that day which is 10 days after Court Approval is granted, or if such day is not a Business Day, then the next Business Day, or any other date

as may be reasonably agreed to in writing by the Monitor and Purchaser provided that the Closing Date shall not be a date later than October 14, 2024.

- (u) “**Closing Documents**” has the meaning given to it in Section 8.4.
- (v) “**Closing Payment**” has the meaning given to it in Section 2.5(a)(ii).
- (w) “**Closing Statement**” has the meaning given to it in Section 2.5(c).
- (x) “**Contracts**” means all contracts, leases, deeds, mortgages, licences, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.
- (y) “**Court**” has the meaning given to it in Recital A.
- (z) “**Court Approval**” means the approval by the Court of this Agreement and the Sale Transaction as evidenced by the granting of the Approval and Vesting Order.
- (aa) “**Cure Costs**” means, in respect of any Purchased Contract, all amounts, costs and expenses required to be paid to remedy GSC’s monetary defaults in relation to such Purchased Contract, if any, or otherwise required to secure a counterparty’s or any other necessary Person’s consent to the assignment of a Purchased Contract pursuant to its terms or as may be required pursuant to the Approval and Vesting Order or any other applicable order of the Court in the CCAA Proceedings, and includes any other fees and expenses required to be paid to a counterparty or any other Person in connection with the assignment of a Purchased Contract pursuant to its terms or Applicable Laws.
- (bb) “**Deposit**” has the meaning given to it in Section 2.4.
- (cc) “**Directors’ Charge**” has the meaning given to it in the ARIO.
- (dd) “**Encumbrance**” means any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, pledges, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary Claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the foregoing:
 - (i) any encumbrances, Claims or charges created by the ARIO, or any other order made in the CCAA Proceedings, including the CCAA Charges;
 - (ii) all charges, security interests or Claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system;

- (iii) any legal notation, charge, lien, interest or other encumbrance or title defect of whatever kind or nature, regardless of form; and
 - (iv) any agreement, lease, license, option or Claim, easement, right of way, restriction, execution or other encumbrance (including any notice or other registration in respect of any of the foregoing) affecting title to or the ownership of the Purchased Assets or any part thereof or interest therein.
- (ee) **“Environmental Laws”** means any law, bylaw, order, ordinance, ruling, regulation or directive of any applicable federal, provincial, territorial, municipal, local or other government or governmental department agency or regulatory authority or any court of competent jurisdiction relating to environmental matters and/or regulating the import, manufacture, storage, distribution, labelling, sale, use, handling, transport or disposal of Hazardous Substances, as are in force as of the Closing Date.
- (ff) **“Equipment”** means any and all machinery, tools, vehicles, implements, fixtures, appliances, and other tangible personal property used in the maintenance, management or operation of the Purchased Assets or any part thereof or the maintenance, management or operation of the Business, as expressly set forth in Schedule H, but excluding any Excluded Assets.
- (gg) **“ETA”** has the meaning given to it in Section 9.1.
- (hh) **“Excluded Assets”** has the meaning given to it in Section 2.3.
- (ii) **“Excluded Liabilities”** means any Liabilities of GSC or BCTFC that are not expressly assumed by the Purchaser under this Agreement, including without limitation:
- (i) any taxes of or relating to the Business or the Purchased Assets, including statutory deductions and remittances, GST, and sales taxes, in respect of any period prior to the Closing Date;
 - (ii) any Liabilities or Encumbrances in respect of any litigation involving the Monitor, GSC, BCTFC, the Purchased Assets, the Excluded Assets or the Business, commenced or threatened or resulting from any event or circumstance prior to the Closing Date;
 - (iii) any other Encumbrances made, filed, claimed, perfected or otherwise arising or resulting from any event or circumstance prior to the Closing Date;
 - (iv) any Liabilities owing to or in favour of any employees that relate to any period prior to Closing, including without limitation outstanding salaries, wages and bonuses owing to any employees, any severance or other termination obligations, including payment in lieu of notice, and any Liability for employer health tax payable;

- (v) all obligations and Liabilities arising under or in respect of any executive personnel agreements, officer or director agreements, employee benefit plans or payments, pension obligations, employee tax withholding obligations, employee health or dental plan obligations, all employee complaints or Claims, labour relations board actions or other employee proceedings;
 - (vi) all obligations and Liabilities under any Contracts which are not Purchased Contracts;
 - (vii) all Liabilities for payment of fees for operation of the Purchased Assets up to the Closing Date; and
 - (viii) any other obligations which pursuant to the terms and conditions of this Agreement, remain obligations of GSC or BCTFC after the completion of the transactions contemplated herein.
- (jj) **“Fertilizer Inventory”** means all the fertilizer Inventory of GSC which is listed under Category 41 in the Books and Records of the Company.
- (kk) **“Governmental Authority”** means (i) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise), (ii) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government, (iii) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions, and (iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.
- (ll) **“GST”** has the meaning given to it in Section 9.1.
- (mm) **“GST Certificate”** has the meaning given to it in Section 9.1.
- (nn) **“Hazardous Substances”** means any underground storage tanks, any explosive or radioactive materials, pollutants, contaminants, hazardous, corrosive or toxic substances, special waste or waste of any kind, including, without limitation, compounds known as chlorobiphenyls, petroleum and any other substance or material, the storage, manufacture, disposal, treatment, generation, use, transportation, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws.
- (oo) **“Intellectual Property”** means all intellectual property and proprietary rights of any kind currently owned by GSC and pertaining to the Business, including the following: (a) trademarks, service marks, trade names, slogans, logos, designs, symbols, trade dress, internet domain names, uniform resource identifiers, rights in

design, brand names, any fictitious names, d/b/a's or similar filings related thereto, or any variant of any of them, and other similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (b) copyrights and copyrightable subject matter (including any registration and applications for any of the foregoing); (c) trade secrets and other confidential or proprietary business information (including manufacturing and production processes and techniques, research and development information, technology, intangibles, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information), know how, proprietary processes, formulae, algorithms, models, industrial property rights, and methodologies; (d) computer software, computer programs, and databases, which may include all access and login information and information respecting permits, licenses, export controlled goods (whether in source code, object code or other form); (e) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at law or equity associated therewith; and (f) all websites and all telephone and facsimile numbers.

- (pp) **“Interim Lender’s Charge”** has the meaning given to it in the ARIО.
- (qq) **“Interim Period”** means the period between the date hereof and the Closing Date.
- (rr) **“Inventory”** means all inventories of every kind owned by GSC and pertaining to the Business including raw materials, packaging materials, work-in-progress and finished goods as set out in Schedule H.
- (ss) **“Lands”** means the BCTF Owned Lands set out in Schedule A.
- (tt) **“Law”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.
- (uu) **“Leased Equipment”** means all Equipment which is the subject of a lease agreement or financing agreement between one or more of GSC, as lessee or borrower, and one or more third party lenders, as lessor or lender (if any).
- (vv) **“Leased Lands”** means the real property set out under the heading “Leased Lands” in Schedule A (if any), including all buildings, structures, improvements and all appurtenances and attachments thereto.
- (ww) **“Liability”** means any debt, Claim, liability, duty, responsibility, obligations, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, or due or to become due and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

- (xx) “**Monitor**” has the meaning given to it in the preamble.
- (yy) “**Monitor’s Certificate**” means a certificate to be filed with the Court by the Monitor certifying that: (i) the Monitor confirms, and has received from the Purchaser written confirmation in form and substance satisfactory to the Monitor that the Purchaser confirms, that all conditions to Closing have been satisfied or waived by the applicable Parties; and (ii) the Purchase Price and all applicable taxes payable by the Purchaser to the Vendor hereunder have been received by the Monitor’s Solicitors.
- (zz) “**Monitor’s Solicitors**” means Fasken Martineau DuMoulin LLP.
- (aaa) “**Mutual Condition**” has the meaning given to it in Section 7.2.
- (bbb) “**Parties**” means the Purchaser and the Vendor, and “**Party**” means any one of them.
- (ccc) “**Permits, Licenses and Certifications**” means the certifications, licenses, approvals, permits, consents or other rights entered into or obtained by GSC set out in Schedule E from any Governmental Authority, and used in connection with the Business or in respect of any of the Purchased Assets.
- (ddd) “**Permitted Encumbrances**” means the Encumbrances set out in Schedule B.
- (eee) “**Person**” means an individual, corporation, company, limited liability company, body corporate, partnership, joint venture, Governmental Authority, unincorporated organization, trust, association or other entity.
- (fff) “**Personal Information**” means any factual or subjective information, recorded or not, about an employee, contractor, agent, consultant, officer, director, executive, customer or supplier of GSC or BCTFC who is a natural person, or about any other identifiable individual, including any record that can be manipulated, linked or matched by a reasonably foreseeable method to identify an individual, but does not include the name, title, or business address of an employee of an organization.
- (ggg) “**PST**” has the meaning given to it in Section 9.2.
- (hhh) “**Purchase Price**” has the meaning given to it in Section 2.5.
- (iii) “**Purchased Assets**” means:
 - (i) all of GSC’s right, title and interest, in and to the following:
 - (A) GSC’s interest in the BCTF Owned Lands;
 - (B) the Chattels (including, without limitation, the Equipment, but excluding the Leased Equipment);

- (C) the Purchased Contracts;
 - (D) the Inventory;
 - (E) the intangible assets enumerated in Schedule D; and
 - (F) the Permits, Licenses and Certifications; and
- (ii) all of BCTFC’s right, title and interest in and to the BCTF Owned Lands.
- (jjj) “**Purchased Contracts**” means the Contracts set forth in Schedule C.
- (kkk) “**Purchaser**” has the meaning given to it in the preamble.
- (lll) “**Purchaser’s Condition**” has the meaning given to it in Section 7.1.
- (mmm) “**Purchaser’s Solicitors**” means Baker Newby LLP or such other firm of solicitors or agents as are retained by the Purchaser from time to time and written notice of which is provided to the Monitor and the Monitor’s Solicitors.
- (nnn) “**Representative Counsel Charge**” has the meaning given to it in representative order of the Court made in the CCAA Proceedings on August 26, 2024.
- (ooo) “**Sale Transaction**” has the meaning given to it in Recital C.

1.2 Schedules and Exhibits. The Schedules and Exhibits to this Agreement, listed below, are an integral part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule A	Lands
Schedule B	Permitted Encumbrances
Schedule C	Purchased Contracts
Schedule D	Intangible Assets
Schedule E	Permits, Licenses and Certifications
Schedule F	Purchase Price Allocation
Schedule G	Excluded Assets
Schedule H	Chattels

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Form of Approval and Vesting Order
Exhibit B	Form of Monitor’s Bring-Down Certificate
Exhibit C	Form of Purchaser’s Bring-Down Certificate

ARTICLE 2 PURCHASE AND SALE

2.1 Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement and based on the representations and warranties contained in this Agreement, the Vendor

agrees to sell, and the Purchaser agrees to purchase, the Purchased Assets for the Purchase Price on the Closing Date free and clear of all Excluded Liabilities and Encumbrances, except for the Permitted Encumbrances. For avoidance of doubt, the Purchaser will not assume any of the Excluded Liabilities.

2.2 As Is, Where Is. The Purchaser is purchasing the Purchased Assets “as is, where is” as of the time of actual possession. Except for the representations and warranties of the Vendor set out in Section 6.2, none of GSC, BCTFC and the Monitor, nor anyone on their behalf, represents or warrants the condition or state of repair of any of the Purchased Assets. The Purchaser must satisfy itself, and accept the Purchased Assets, on a strictly “as is, where is” basis and on the other terms of this Agreement, and upon Closing will be taking the Purchased Assets at its own risk without any representations therefor. If the Vendor has provided the Purchaser with any physical, environmental, financial or other reports or information regarding the Purchased Assets, which, for greater certainty, the Vendor is under no obligation to do, the Purchaser acknowledges and agrees that the Vendor has not made any warranty or representation regarding such information and any use that the Purchaser or others may make of such information is strictly at the Purchaser’s own risk.

2.3 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, expressly excluded from the Purchased Assets are all of GSC and BCTFC’s right, title, and interest in and to any property and assets save and except the Purchased Assets, including the following (collectively, the “**Excluded Assets**”):

- (a) the Accounts Receivable;
- (b) the Business Records;
- (c) the Chemical Inventory;
- (d) the Fertilizer Inventory;
- (e) the Intellectual Property;
- (f) all shares of capital stock, securities or other equity interests in any entity; and
- (g) the items set forth in Schedule G.

2.4 Deposit. The Purchaser has paid to the Monitor on behalf of GSC and BCTFC, in trust, prior to the execution and delivery of this Agreement, the amount of \$300,000.00, representing a deposit (the “**Deposit**”) to be held in trust by the Monitor in a non-interest bearing trust account. The Deposit will be dealt with as follows:

- (a) applied in accordance with Section 2.5 in the event the Closing occurs;
- (b) if, after the Purchaser’s Condition in Section 7.1 and the Mutual Condition in Section 7.2 herein are satisfied or waived, the Purchaser fails to complete the Sale Transaction in accordance with this Agreement or if the Purchaser repudiates this

Agreement, then the Deposit will be forfeited to the Monitor, without prejudice to any other rights or remedies of the Monitor whether at law or in equity;

- (c) if the Purchaser's Condition in Section 7.1 or the Mutual Condition in Section 7.2 herein are not satisfied or waived within the applicable time periods contemplated in Sections 7.1 and 7.2, the Deposit will be returned to the Purchaser forthwith without any deduction, as the sole remedy of the Purchaser against the Vendor; or
- (d) if, after the Purchaser's Condition in Section 7.1 and the Mutual Condition in Section 7.2 herein are satisfied or waived, and if the Purchaser is not in default of any of its obligations under this Agreement and the Vendor fails to complete the sale of the Purchased Assets in accordance with this Agreement or if the Vendor repudiates this Agreement, then the Deposit will be returned to the Purchaser forthwith without any deduction, as the sole remedy of the Purchaser against the Vendor.

2.5 Purchase Price.

- (a) The Purchase Price in consideration for the purchase and sale of the Purchased Assets is \$2,940,000.00 (exclusive of any taxes payable) and will be paid by the Purchaser to the Vendor in accordance with this Agreement as follows:
 - (i) the Deposit will be applied against payment of the Purchase Price contemporaneously with Closing; and
 - (ii) provided that the Purchaser's Condition and the Mutual Condition have been satisfied or waived in accordance with Sections 7.1 and 7.2, the balance of the Purchase Price (as adjusted in accordance with this Agreement, the "**Closing Payment**"), after applying the Deposit, will be paid by the Purchaser to the Monitor (on behalf of GSC and BCTFC) on the Closing Date in order to satisfy the Purchaser's cash consideration obligations in full.
- (b) All usual adjustments of taxes, rates, local improvement assessments and other charges and all other costs normally adjusted for on a sale of property similar to the Lands in British Columbia, both incoming and outgoing, will be made as of 12:00:00 a.m. on the Closing Date. Except as otherwise provided herein, the Vendor will be debited for all expenses and liabilities and will be entitled to receive all revenues, accrued in respect of the Purchased Assets prior to the Closing Date. The Purchaser will be responsible for all expenses and liabilities accruing from and including the Closing Date (including a pro-rated portion of the premium for any insurance policy assigned by the Vendor to the Purchaser), and will be entitled to receive all revenues accruing from and including the Closing Date in respect of the Purchased Assets.
- (c) Not less than one (1) Business Day prior to the Closing Date, the Vendor and the Purchaser will settle a statement (the "**Closing Statement**") of the calculation of the estimated amount payable at the Closing Date. The Closing Statement shall

have annexed to it complete details, to the extent available, of the calculations used by the Vendor to arrive at the calculation of the Closing Statement. The Vendor will provide the Purchaser with the draft Closing Statement not less than five (5) Business Days prior to the Closing Date. On request, the Vendor shall give the Purchaser reasonable access to the Vendor's working papers and backup materials in order to confirm the calculations shown on the Closing Statement.

2.6 Court Approval. The Vendor and the Purchaser acknowledge that this Agreement and the transactions contemplated hereby are subject to the Court Approval. The Purchaser acknowledges and agrees that, notwithstanding acceptance of this offer by the Vendor, other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Agreement and such prospective purchasers may make competing offers which may be approved by the Court. The Purchaser acknowledges and agrees that, to protect its interest in purchasing the Purchased Assets, it should attend at the Court hearing in person or by agent and be prepared to amend or increase its offer to purchase the Purchased Assets as the Court may permit or direct. The Purchaser acknowledges that:

- (a) the Monitor is subject to the jurisdiction and discretion of the Court to entertain other offers and to abide by any further orders the Court may make regarding GSC and BCTFC's property or the Business;
- (b) the Monitor will apply to the Court in the CCAA Proceedings for the Approval and Vesting Order, and will advocate and express support for the acceptance of this Agreement on the basis that there was a Court approved sale and investment solicitation process that was followed and resulted in this transaction being selected by the Monitor as the best offer;
- (c) pursuant to its fiduciary and other common law duties as a monitor and court officer, if the Court requires the Monitor to report or comment on or assess the merits of any other offers in respect of GSC or BCTFC's property, nothing in this Agreement will preclude the Monitor from doing so; and
- (d) if the Court declines to grant, vacates, sets aside or varies the Approval and Vesting Order for any reason whatsoever, except for the return of the Deposit, the Vendor will not be liable to the Purchaser or any other Person in any way whatsoever.

2.7 Allocation of Purchase Price. The Monitor and the Purchaser agree to the allocation of the Purchase Price among the Purchased Assets described in Schedule F.

ARTICLE 3 GENERAL COVENANTS

3.1 Covenants of the Vendor. During the Interim Period, the Vendor will:

- (a) maintain in full force and effect all existing policies of insurance currently maintained by GSC and maintain insurance on all the Purchased Assets at least to the levels as they are insured on the date of this Agreement (provided that the

Purchaser acknowledges and agrees that the Vendor makes no representations or warranties whatsoever as to the adequacy or sufficiency of such coverage);

- (b) not modify any material terms of or terminate any of the Purchased Contracts, Permitted Encumbrances, or Permits, Licenses and Certifications, except in the ordinary course of business consistent with past practice, without the prior written consent of the Purchaser, not to be unreasonably withheld, or without order of the Court; and
- (c) promptly notify the Purchaser if the Vendor becomes aware that, after the date of this Agreement, any of its covenants, terms or conditions in this Agreement are breached or cannot be performed.

3.2 Covenants of the Purchaser. The Purchaser will:

- (a) take possession of the Purchased Assets wherever situated at Closing in accordance with Article 5; and
- (b) at all times, comply with all Laws governing the protection of personal information with respect to Personal Information disclosed or otherwise provided to the Purchaser by the Vendor under this Agreement, and without limiting the foregoing:
 - (i) prior to Closing:
 - (A) the Purchaser shall only collect, use or disclose such Personal Information for purposes related to the transactions contemplated in this Agreement;
 - (B) the Purchaser shall safeguard all Personal Information collected from the Vendor in a manner consistent with the degree of sensitivity of the Personal Information and maintain, at all times, the security and integrity of the Personal Information; and
 - (C) if the transactions contemplated in this Agreement do not complete for any reason the Purchaser shall return all Personal Information to the Vendor or, at the Monitor's request, destroy such Personal Information at its own expense; and
 - (ii) following Closing:
 - (A) the Purchaser shall not use or disclose the Personal Information for any purposes other than the carrying on of the Business (with use or disclosure of the Personal Information being restricted to those purposes for which the information was initially collected or for which additional consent was or is obtained) or as otherwise permitted or required by Applicable Laws;

- (B) the Purchaser shall give effect to any withdrawal of consent with respect to Personal Information; and
- (C) if and to the extent required by Applicable Law, the Purchaser shall notify in writing those individuals whose Personal Information was disclosed in connection with the Sale Transaction that (i) the Sale Transaction has been completed, and (ii) Personal Information about them was disclosed to the Purchaser in connection with the Sale Transaction.

3.3 Purchaser's Acknowledgement. The Purchaser acknowledges that the Monitor is entering into this Agreement as Vendor solely in its capacity as the court-appointed monitor of the assets, undertakings and property of the BCTF Group and not in its personal or corporate capacity. The Purchaser acknowledges that the Vendor is selling the right, title, and interest of GSC and BCTFC in the Purchased Assets pursuant to the ARIO and the Approval and Vesting Order. The Purchaser agrees to purchase and accept the right, title, and interest of GSC and BCTFC in and to the Purchased Assets pursuant to and in accordance with the terms of this Agreement and any other agreements required to be delivered pursuant to the terms of this Agreement. The acceptance by the Monitor on behalf of GSC and BCTFC of this Agreement is expressly subject to Court Approval and any applicable orders that the Court may make in the CCAA Proceedings.

3.4 Employment. The Purchaser acknowledges that the Monitor intends to terminate the employment of all Employees effective as of the close of business on the Business Day immediately before the Closing Date and to pay all accrued or earned and outstanding compensation owing to them as of the Closing Date. The Purchaser may, in its sole discretion, make offers of employment to any of the Employees. "**Employees**" means all personnel employed, engaged or retained by the Vendor in connection with the Business.

ARTICLE 4 RISK

4.1 Risk. The Purchased Assets will be at the risk of the Vendor until Closing and thereafter at the risk of the Purchaser.

4.2 Site Profile and Environmental Condition.

- (a) The Purchaser hereby waives and releases the Vendor from any obligation to deliver a site profile or site disclosure statement to the Purchaser for the Lands as contemplated by the *Environmental Management Act*, SBC 2003, c 53 or any regulation in respect thereof.
- (b) Without limiting the generality of Section 2.2, the Purchaser acknowledges and agrees that the Vendor does not make any representations or warranties with regard to the environmental condition of the Lands, and the Purchaser is relying solely on its own investigations and inspections to verify the existence and extent of any Hazardous Substances in, on or migrating to or from the Lands, and that the environmental condition of or relating to the Lands is otherwise satisfactory.

- (c) The Purchaser does hereby irrevocably release and forever discharge the Vendor and each of their respective directors, officers, agents and employees from any and all Claims that the Purchaser has or may have against the Vendor in connection with the environmental condition of the Lands, any contamination or Hazardous Substances located on the Lands or migrating onto the Lands or from the Lands or any breach of any Environmental Laws irrespective of whether such Claim arose before or after the Purchaser's acquisition of the Lands pursuant to this Agreement.
- (d) The Purchaser agrees that it shall not directly or indirectly commence or assert or pursue or threaten to commence, assert or pursue any type of Claim (including an order issued by a Governmental Authority) against the Vendor relating to the environmental condition of or any environmental matter or issue involving the Lands including the location of contaminants or Hazardous Substances thereon or migrating thereon or therefrom.
- (e) Without limiting the generality of the foregoing, the Parties acknowledge and agree that any and all costs in any way related to the environmental remediation of the Lands (including any and all costs associated with the disposal of Hazardous Substances or contaminated soil) or in connection with any adjacent property contaminated by Hazardous Substances or contamination migrating from the Lands shall be for the Purchaser's sole account and the Vendor shall not have any Liability or responsibility in connection with any such remediation costs.
- (f) The Parties acknowledge and confirm that the provisions of this Section 4.2 constitute an agreement between them that is a private agreement respecting Liability for Hazardous Substances and contamination on, in, at or under or released to, at or from the Lands or otherwise associated with the Lands and any contamination of adjacent properties and waters resulting from such Hazardous Substances and contamination or remediation of the Lands.
- (g) The terms of this Section 4.2 shall survive completion of the sale of the Purchased Assets to the Purchaser.

ARTICLE 5 POSSESSION

- 5.1 Possession Time.** Possession shall occur and shall be governed by operation of and pursuant to the terms of the Approval and Vesting Order and any further order of the Court made in the CCAA Proceedings. The Purchaser acknowledges that the Monitor is not in possession of the Lands and has no control over whether GSC, BCTFC or any persons in possession of the Lands vacate the Lands on the Closing Date (other than through the Approval and Vesting Order or any further order of the Court made in the CCAA Proceedings). The Purchaser acknowledges that if vacant possession is not available on the Closing Date, it shall allow the Monitor a reasonable time to obtain vacant possession through a writ of possession.

5.2 Third Parties. Notwithstanding Section 5.1, the Purchaser acknowledges and confirms that if any of the Purchased Assets are not transferable without consent of a third party by the terms of the applicable instruments, the Vendor shall use commercially reasonable efforts to obtain such consent prior to the Closing Date and, if such consent is not obtained by the Closing Date, the Vendor shall apply for and make commercially reasonable efforts to obtain an order of the Court in the CCAA Proceedings transferring or assigning, as applicable, such Purchased Assets to the Purchaser, provided that the Purchaser shall ensure that any Liability in respect of such Purchased Assets is paid or otherwise satisfied by the Purchaser and there are no arrears or defaults on the part of the Purchaser thereunder immediately after the closing of the transactions contemplated hereunder. Any of the Purchased Assets that have not been or are not capable of being assigned or transferred to the Purchaser pursuant to the foregoing sentence shall be deemed to be excluded from the Purchased Assets.

5.3 Required Consents.

- (a) Before Closing, the Purchaser shall use all reasonable efforts to obtain any and all approvals required under Applicable Law to permit closing of the Sale Transaction. The Parties acknowledge that except for the Approval and Vesting Order, the acquisition of such approvals shall not be a condition precedent to Closing. It shall be the sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to provide any and all financial assurances, remedial work or other applications or documentation required by Governmental Authorities to permit the transfer to the Purchaser, and registration of the Purchaser as owner of any of the Purchased Assets, including any Permits, Licenses and Certifications referenced in Schedule E attached hereto.
- (b) Notwithstanding anything to the contrary herein, except for the Approval and Vesting Order, it is the sole obligation of the Purchaser to obtain any third-party consents, permissions or approvals that are required in connection with the assignment of any Purchased Contract or any Permit, License and Certification at the Purchaser's sole cost and expense, which may include payment of any Cure Costs. Upon providing prior written notice and sufficient documentary support to the Purchaser, all reasonable and necessary costs, fees, expenses, penalties or levies that are incurred by the Vendor in order to effect the assignment of the Purchased Assets to the Purchaser shall be the sole responsibility of the Purchaser, and the Purchaser agrees to pay on behalf of the Vendor any such reasonable and necessary costs, fees, expenses, penalties or levies on a timely basis.

5.4 Purchaser's Possession of Excluded Assets. The Purchaser shall promptly notify the Monitor of any Excluded Assets that may come into the possession or control of the Purchaser or its Affiliates, whether before or after Closing, and thereupon shall promptly release such Excluded Assets to the Monitor or to such other Person as the Monitor may direct in writing and, for greater certainty, no title or other license to use shall, or shall be deemed to, vest in the Purchaser in respect of any Excluded Assets.

- 5.5 Vendor's Possession of Purchased Assets.** The Vendor shall promptly notify the Purchaser of any Purchased Assets that may come into the possession or control of the Vendor after Closing, and thereupon shall promptly release such Purchased Assets to the Purchaser or its Affiliates at the cost and expense of the Purchaser to pick up and transfer such Purchased Assets, or to such other Person as the Purchaser may direct in writing and, for greater certainty, no title or other license to use shall, or shall be deemed to, vest in the Vendor in respect of any Purchased Assets.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

- 6.1 Purchaser's Representations and Warranties.** The Purchaser represents and warrants to the Vendor, regardless of any independent investigation that the Vendor may cause to be made that:
- (a) The Purchaser is a company incorporated and existing under the laws of British Columbia, and is in good standing thereunder with respect to the filing of annual reports.
 - (b) The Purchaser has the corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement.
 - (c) The execution, delivery and performance by the Purchaser of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not:
 - (i) result in a violation or breach of any provision of the constating documents of the Purchaser;
 - (ii) result in a violation or breach of any provision of any Applicable Law or order of any Governmental Authority by the Purchaser; or
 - (iii) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement to which the Purchaser is a party.
 - (d) All necessary corporate action on the part of the directors and shareholders of the Purchaser has been taken, or will have been taken as of the Closing Date, to authorize and approve the execution and delivery of this Agreement, the completion of the Sale Transaction and the performance and observance of the Purchaser's obligations under this Agreement.
 - (e) This Agreement has been duly executed and delivered by the Purchaser and, subject to Court Approval being obtained, constitute valid and binding obligations of the Purchaser enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

- (f) No consent, approval, Permit, License and Certification, order of any Governmental Authority, declaration, filing or registration with, or notice to, any Governmental Authority is required by or with respect to the Purchaser in connection with the execution and delivery of this Agreement and the consummation of the Sale Transaction except the Approval and Vesting Order.
- (g) The Purchaser is or will on the Closing Date be registered for GST levied under the ETA.
- (h) The Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada) or the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) and the regulations made thereunder, and will not be as of the Closing Date.

6.2 Vendor's Representations and Warranties. The Vendor represents and warrants to the Purchaser and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with the Sale Transaction:

- (a) Subject to Court Approval being obtained, the Monitor has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations as Vendor under this Agreement.
- (b) This Agreement has been, and at Closing, the Closing Documents will be, duly executed and delivered by the Vendor and, subject to Court Approval being obtained, constitute valid and binding obligations of the Vendor enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

The Vendor makes no representations or warranties of any kind whatsoever, expressed or implied, with respect to the Purchased Assets.

ARTICLE 7 CONDITIONS PRECEDENT

7.1 Closing Condition Precedent in favour of the Purchaser. The obligation of the Purchaser to complete the Sale Transaction is subject to the following condition (the "**Purchaser's Condition**"):

- (a) the Vendor having performed in all material respects each of its obligations under this Agreement to the extent required to be performed at or before the Closing Date, including the delivery of each of the items required pursuant to Section 8.2.

The foregoing condition is for the exclusive benefit of the Purchaser. Unless fulfilled, the condition in this Section 7.1 may be waived by the Purchaser in whole or in part, or the Purchaser may elect not to complete.

7.2 Mutual Condition. The obligation of the Parties to complete the transactions contemplated by this Agreement will be subject to the mutual condition (the “**Mutual Condition**”), for the benefit of both the Vendor and the Purchaser that on or before October 1, 2024, the Monitor will have obtained the Approval and Vesting Order.

The Mutual Condition is for the mutual benefit of the Vendor and the Purchaser and may not be waived unilaterally by either Party. Both Parties agree that they will use all reasonable commercial efforts to satisfy the Mutual Condition. If the Mutual Condition has not been satisfied by the applicable deadline provided for in this Section 7.2, then the Purchaser’s and the Vendor’s obligation to complete the Sale Transaction pursuant to this Agreement will be at an end.

7.3 Appeal. The Purchaser shall support the application for the Approval and Vesting Order and take a consistent position in any appeal arising in relation thereto. In the event any variation is sought or leave to appeal is sought, an appeal is taken or a stay pending appeal is requested with respect to the Approval and Vesting Order, the Vendor shall promptly notify the Purchaser of such application for leave to appeal, appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice(s) or order(s). If the Approval and Vesting Order is made by the Court, then the Parties will complete the Sale Transaction without regard to any appeal or application for leave to appeal to vary or set aside the Approval and Vesting Order by any person, unless the Approval and Vesting Order has been stayed by further Court order.

ARTICLE 8 CLOSING

8.1 Closing. The Closing will take place on the Closing Date by electronic exchange of documents between the Monitor’s Solicitors and the Purchaser’s Solicitors.

8.2 Vendor’s Closing Documents. On or before the Closing Date, the Vendor will deliver, or cause the Monitor’s Solicitors to deliver, to the Purchaser’s Solicitors in trust to be held in escrow pending Closing, the following documents duly executed as applicable and all in a form satisfactory to the Purchaser and the Vendor, acting reasonably:

- (a) a Court certified copy of the Approval and Vesting Order and any other orders of the Court as are necessary, all in a form registerable in all necessary offices required to effect the transfer of the Purchased Assets to the Purchaser (the “**Certified Vesting Order**”). The Approval and Vesting Order shall describe the Purchaser exactly as the Purchaser appears on the first page of this Agreement, so the Purchaser shall appear as the owner of the BCTF Owned Lands after Closing. The Vendor shall not be bound by any term in this Agreement describing the Purchaser otherwise, or allowing the Purchaser to complete the purchase with a different purchase entity;
- (b) the Monitor’s Certificate;
- (c) the Closing Statement;

- (d) if applicable and available in respect of the Sale Transaction, an election under section 167 of the ETA pursuant to Section 9.3;
- (e) a letter from the Monitor's Solicitors to the Registrar of the Kamloops Land Title Office or other agency authorizing registration of the Approval and Vesting Order;
- (f) an assignment and assumption of the Purchased Contracts wherein the Vendor assigns to the Purchaser, and the Purchaser assumes, the rights and obligations under the Purchased Contracts as of the Closing Date and the Purchaser indemnifies the Vendor for all Liability under the Purchased Contracts whether arising before or after Closing;
- (g) a general conveyance and assignment in respect of the Vendor's right, title and interest in and to all other Purchased Assets;
- (h) a bring-down certificate of the Vendor, in the form attached as Exhibit B, dated as of the Closing Date, that the representations and warranties of the Vendor in this Agreement are, as at the Closing Date, true and correct in all material respects and all covenants of the Vendor to be performed on or before the Closing Date have been duly observed and performed in all material respects;
- (i) all corporate records and account books of GSC that are in the possession or control of the Monitor;
- (j) a notice from the Vendor to the other parties under the Purchased Contracts giving notice of the sale of the Purchased Assets and the assignment of the Purchased Contracts; and
- (k) such other documents and assurances as may be reasonably required by the Purchaser to give full effect to the intent and meaning of this Agreement.

8.3 Purchaser's Closing Documents. In addition to payment of the Purchase Price, on or before the Closing Date, the Purchaser will deliver, or cause the Purchaser's Solicitors to deliver, to the Monitor's Solicitors in trust to be held in escrow pending Closing, the following duly executed as applicable:

- (a) an assignment and assumption of the Purchased Contracts wherein the Vendor assigns to the Purchaser, and the Purchaser assumes, the rights and obligations under the Purchased Contracts as of the Closing Date and the Purchaser indemnifies the Vendor for all Liability under the Purchased Contracts whether arising before or after Closing;
- (b) a general conveyance and assignment in respect of the Vendor's right, title and interest in and to the remaining Purchased Assets;
- (c) the Closing Statement;
- (d) an assignment and assumption of Permitted Encumbrances;

- (e) the GST Certificate or an election under section 167 of the ETA pursuant to Section 9.3;
- (f) a bring-down certificate, in the form attached as Exhibit C, dated as of the Closing Date of a senior officer of the Purchaser having knowledge of the facts certifying, on behalf of the Purchaser and without personal liability, that the representations and warranties of the Purchaser in this Agreement are true and correct in all material respects as at the Closing Date and that the Purchaser's covenants and agreements to be observed or performed on or before the Closing Date pursuant to the terms of this Agreement have been duly observed and performed in all material respects; and
- (g) such other documents and assurances as may be reasonably required by the Vendor to give full effect to the intent and meaning of this Agreement.

8.4 Preparation and Form of Documents. The closing documents contemplated in Sections 8.2 and 8.3 (other than the Approval and Vesting Order and the Closing Statement) (collectively, the "**Closing Documents**") will be prepared by the Purchaser's Solicitors and delivered to the Monitor's Solicitors at least five (5) Business Days before the Closing Date. The Closing Documents (including the Approval and Vesting Order) will be in a form and substance reasonably satisfactory to the Parties and their respective solicitors. The Monitor will provide the Purchaser with drafts of all material to be filed with the Court no later than five (5) Business Days prior to the date of any hearing of the Court regarding the Approval and Vesting Order or such other date as may be agreed to by the Parties.

8.5 Payment into Trust. On or before the Closing Date, the Purchaser will pay to the Purchaser's Solicitors in trust, by way of certified cheque or wire transfer, funds in an amount equal to the Closing Payment.

8.6 Registration. On the Closing Date, after receipt by the Purchaser's Solicitors of the Closing Documents set out in Section 8.2, and after receipt by the Monitor's Solicitors of the Closing Documents set out in Section 8.3 and the funds as set out in Section 8.5, the Purchaser will cause the Purchaser's Solicitors to file the Approval and Vesting Order in the Kamloops Land Title Office.

8.7 Closing Procedure.

- (a) All Closing Documents, funds, and other items delivered by the Parties will be held in escrow by the Monitor's Solicitors and the Purchaser's Solicitors until completion of the Closing on the Closing Date in accordance with this Agreement.

Forthwith following receipt by the Purchaser's Solicitors of the Closing Payment and the documents and items referred to in Section 8.2, the Purchaser shall cause the Purchaser's Solicitors to file the Certified Vesting Order in the Land Title Office on the Closing Date in accordance with written undertakings settled as between the Purchaser's Solicitors and the Monitor's Solicitors. For greater certainty, the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "**CBA Standard Undertakings**") may apply, subject to

necessary and required amendments that are satisfactory to the Purchaser's Solicitors and to the Monitor's Solicitors. Forthwith following the submission for registration of the Certified Vesting Order, and upon the Purchaser's Solicitors being satisfied as to the Purchaser's pending title to the BCTF Owned Lands after conducting a post-filing registration check of the property index disclosing only the following:

- (i) the existing title numbers to the BCTF Owned Lands;
- (ii) the Permitted Encumbrances; and
- (iii) pending numbers assigned respectively to the Certified Vesting Order,

the Purchaser shall:

- (iv) pay the Closing Payment or cause the Closing Payment to be paid to the Monitor's Solicitors "in trust" for the Vendor by certified cheque or wire transfer of immediately available funds or as otherwise directed by the Approval and Vesting Order prior to the Closing Date; and
- (v) provide written confirmation addressed to the Monitor's Solicitors and to the Vendor that the Deposit can be released to the Vendor or as otherwise directed by the Approval and Vesting Order,

and upon completion thereof the Closing Documents will be released to the appropriate Parties.

8.8 Concurrent Requirements. It is a condition of Closing that all matters of payment, execution and delivery of documents by each Party to the other pursuant to the terms of this Agreement will be deemed to be concurrent requirements and it is specifically agreed that nothing will be complete at the Closing until everything required as a condition precedent at the Closing has been paid, executed and delivered.

8.9 Payment by Wire Transfer. Notwithstanding anything else contained herein, the Purchaser will make all commercially reasonable efforts to ensure that the Closing Payment will be paid to and received by the Monitor's Solicitors on or before 5:00 p.m. (Vancouver time) on the Closing Date. Notwithstanding any provision of this Agreement, the Parties agree that, with respect to the Closing Payment, if the Purchaser is paying the Closing Payment by way of wire transfer, and if the Purchaser and the Purchaser's Solicitors have: (i) used commercially reasonable efforts to ensure that the Monitor's Solicitors will receive the Closing Payment on or before 5:00 p.m. on the Closing Date and provided evidence that such wire transfer was initiated prior to such time to the Monitor's Solicitors, but for any reason outside of the Purchaser's control (excluding any event which is a default by the Purchaser under this Agreement) the Monitor's Solicitors do not receive the Closing Payment by such time, then the time and date on which the Closing Payment must be received by the Monitor's Solicitors will be extended to 5:00 p.m. on the next Business Day following the Closing Date, so long as, in addition to the Closing Payment, the Purchaser also pays to the Monitor or the Monitor's Solicitors on such next Business

Day following the Closing Date interest on the Closing Payment at a rate equal to the Prime Rate plus two percent per annum for each day from and including the Closing Date to but not including the day such payment is made. In this paragraph, "Prime Rate" means that variable annual rate of interest quoted by the main branch of Bank of Nova Scotia, Vancouver, British Columbia, from time to time as the rate of interest used by it as a reference rate for setting rates of interest on Canadian dollar loans in Canada repayable on demand and commonly referred to by such bank as its "prime rate". For example, if the Closing Date occurs on a Friday, the funds are wired on the following Monday and the Closing Payment is received by the Monitor's Solicitors at 6:00 p.m. (Vancouver time) the day after wiring, the Purchaser will pay the Monitor four days' interest on the Closing Payment.

8.10 Termination. Notwithstanding any other provision of this Agreement, prior to the Closing this Agreement may be terminated as follows:

- (a) by the Purchaser or the Vendor if the Court or other court of competent jurisdiction has issued an order permanently restraining, enjoining or otherwise prohibiting the consummation of Closing and such order or action has become final (provided the same was not initiated by or on behalf of the Purchaser or the Vendor or their respective affiliates);
- (b) by the Purchaser, if there has been a material violation or breach by the Vendor of any covenant, representation or warranty which would prevent the satisfaction of the conditions necessary for Closing or other requirements for Closing in this Agreement and such violation or breach has not been waived by the Purchaser, unless the Purchaser is in material breach of its obligations under this Agreement;
- (c) by the Vendor, if there has been a material violation or breach by the Purchaser of any covenant, representation or warranty which would prevent the satisfaction of the conditions necessary for Closing or other requirements for Closing in this Agreement and such violation or breach has not been waived by the Vendor, unless the Monitor is in material breach of its obligations under this Agreement; or
- (d) by the Vendor, at any time prior to receipt of the Approval and Vesting Order, if the Vendor determine, in their sole and complete discretion, that it is inadvisable to present this Agreement to the Court, or to withdraw the Agreement from the Court, for any reason whatsoever.

The Party desiring to terminate this Agreement pursuant to this Section 8.10 shall give written notice of such termination to the other Party, specifying in reasonable detail the basis for such party's exercise of its termination rights.

8.11 Effect of Termination. In the event of termination of this Agreement pursuant to Section 8.10, this Agreement shall become void and of no further force or effect without liability to any party to any other party to this Agreement except that:

- (a) Sections 2.4, 4.1, 4.2 and 10.7 and Article 9 and any other provision herein that is expressed to survive the termination of this Agreement shall survive; and

- (b) no termination of this Agreement shall relieve any Party for any Liability for any wilful breach by it of this Agreement.

ARTICLE 9 TAXES

- 9.1 GST.** The Purchaser represents and warrants to the Vendor that it is and will be, as of the closing on the Closing Date, registered for the purposes of Part IX of the *Excise Tax Act* (Canada) (the “**ETA**”) in accordance with the requirements of Subdivision D of Division V of the ETA and will assume responsibility to account for and report any goods and services tax and harmonized sales tax (collectively, the “**GST**”) payable under the ETA in connection with the Sale Transaction. The Purchase Price does not include GST and the Purchaser will pay any GST payable with respect to the acquisition of the Purchased Assets in accordance with the ETA. Subject to Section 9.3, on the Closing Date, the Purchaser will deliver to the Vendor a certificate (the “**GST Certificate**”) of a senior officer of the Purchaser certifying, on behalf of the Purchaser and without personal liability (a) that the Purchaser is registered under Part IX of the ETA as of the Closing Date; (b) its registration number; and (c) that the Purchaser will account for, report and remit any GST payable in respect of the purchase of the Purchased Assets in accordance with the ETA. The Purchaser will indemnify and hold the Vendor and their directors, officers, employees, advisors and agents harmless from any Liability under the ETA arising as a result of any breach of the ETA with respect to GST payable in respect of the Purchased Assets, this Section 9.1, the GST Certificate or any declaration made therein and such indemnity will survive Closing.
- 9.2 Provincial Sales Tax.** The Purchaser acknowledges that it may be liable to pay British Columbia provincial sales tax (“**PST**”) in respect of its purchase of some or all of the Purchased Assets. To the extent permitted under the *Provincial Sales Tax Act* (British Columbia), the Purchaser will report and remit as required by Applicable Law any such PST that is due directly to the applicable taxing authority, and otherwise will pay to the Monitor an amount equal, to the PST (if any) payable by the Purchaser and collectible by the Vendor in connection with the acquisition of the Purchased Assets on Closing together with the balance of the Purchase Price. The Purchaser will indemnify and hold the Vendor and their directors, officers, employees, advisors and agents harmless from any Liability related to the Purchaser’s or the Vendor’s failure to account for, or report and remit such PST and such indemnity will survive Closing.
- 9.3 Tax Elections.** Notwithstanding the above, the Vendor will cooperate with the Purchaser to execute any election available under Applicable Law that may reduce or defer the amount or due date of any GST, PST, or other tax payable by the Purchaser provided such election will not result in any increased cost or tax liability for the Vendor. At the Closing, if available in respect of the Sale Transaction, each of the Monitor and the Purchaser shall execute jointly an election under subsection 167(1) of Part IX of the ETA, in the prescribed form and within the prescribed time therefor, in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such election with the Canada Revenue Agency.

- 9.4 Other Taxes.** The Purchaser will be responsible for all property and other transfer taxes, fees and expenses in connection with the registration of the Approval and Vesting Order or transfer of the Purchased Assets and the Vendor will be responsible for income taxes or fees in respect of the disposition of the Purchased Assets.

ARTICLE 10 GENERAL

- 10.1 Further Assurances.** Each of the Parties will execute and deliver all such further documents and do such further acts and things as may be reasonably required from time to time to give effect to this Agreement. The Purchaser will be solely responsible for any and all steps including documents and filings necessary, if any, to effect the transfer of the Purchased Assets including registration in the Purchaser's name in any applicable registry. The Vendor will execute such further documents as may reasonably be required by the Purchaser to give effect to the sale of the Purchased Assets at the sole cost and expense of the Purchaser, provided that nothing in this Agreement shall create any obligation on the part of the Vendor to take any action after the date that is 30 days after the Closing Date unless, not less than five Business Days prior to that date, the Purchaser delivers written notice to the Vendor of the reasonable specific actions it requests that the Vendor take and provided that the costs associated therewith (including but not limited to the expenses and hourly charges of the Monitor and its counsel in connection with the ongoing appointment of the Monitor, and all applicable taxes) shall be the obligation of the Purchaser and the Purchaser agrees to pay such costs within 10 Business Days following delivery by the Vendor to the Purchaser of an invoice itemizing such costs.
- 10.2 No Merger.** The execution and delivery of the Closing Documents is not intended to and will not in any way merge or otherwise restrict the terms, covenants, conditions, representations, warranties or provisions made or to be performed or observed by the Parties contained in this Agreement (other than the obligation to deliver the Closing Documents), all of which will survive the Closing.
- 10.3 Entire Agreement.** This Agreement constitutes the entire agreement between the Vendor and the Purchaser pertaining to the purchase and sale of the Purchased Assets and supersedes all prior agreements and undertakings, negotiations and discussions, whether oral or written, of the Vendor and the Purchaser and there are no representations, warranties, covenants or agreements between the Vendor and Purchaser except as set out in this Agreement.
- 10.4 Amendment.** Subject to Section 10.5, this Agreement may only be altered or amended by an agreement in writing executed by all of the Parties.
- 10.5 Solicitors as Agents.** Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's Solicitors, on behalf of the Purchaser, and by the Monitor's Solicitors, on behalf of the Vendor, and any tender of Closing Documents and the Purchase Price may be made upon the Monitor's Solicitors and the Purchaser's Solicitors, as the case may be.

10.6 Notices. Any notice, document or communication required or permitted to be given under this Agreement will be in writing and delivered by hand or electronic transmission as follows:

(a) if to the Purchaser:

Mitch Oostenbrink Holdings Ltd.
43645 Industrial Way
Chilliwack, BC V2R 4L2

Attention: Mitch Oostenbrink
E-mail: mitch.o@southernirrigation.com

with a copy to the Purchaser's Solicitors:

Baker Newby LLP
9259 Main Street, PO Box 390
Chilliwack, BC V2P 6K2

Attention: Trevin Rogers
E-mail: trogers@bakernewby.com

(b) if to the Monitor:

Alvarez & Marsal Canada Inc.
925 W Georgia Street, Unit 902
Vancouver BC V6C 3L2

Attention: Anthony Tillman and Pinky Law
E-mail: atillman@alvarezandmarsal.com
and
pinky.law@alvarezandmarsal.com

with a further copy to the Monitor's Solicitors:

Fasken Martineau DuMoulin LLP
550 Burrard Street, Suite 2900
Vancouver BC V6C 0A3

Attention: Kibben Jackson
E-mail: kjackson@fasken.com

or to such other address in Canada as either party may in writing advise. Any notice, document or communication will be deemed to have been given on the Business Day when delivered by hand if delivered prior to 5:00 p.m. (Vancouver time), otherwise will be deemed to be delivered and received on the next Business Day; or, if made by email, will be deemed to have been given on the Business Day when transmitted if it is so transmitted

prior to 5:00 p.m. (Vancouver time) on the day of transmittal, otherwise will be deemed to be given and received on the next Business Day.

- 10.7 Fees.** Each of the Parties will pay its own legal fees and fees of its consultants. The Purchaser will pay all registration costs and property transfer tax payable in connection with its purchase of the Purchased Assets.
- 10.8 Accounting Terms.** Accounting terms used herein and not expressly defined will be deemed to have such meanings as may apply on the application of the Accounting Standards.
- 10.9 Time.** Time is of the essence of this Agreement.
- 10.10 Tender.** Unless otherwise set out herein, any tender of documents or money may be made upon the party being tendered or upon its solicitors and money will be tendered by certified cheque or wire transfer.
- 10.11 Enurement.** This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 10.12 Assignment.** The Purchaser will not assign any of its rights and obligations under this Agreement without the prior written consent of the Monitor.
- 10.13 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in it. Any disputes concerning this Agreement or the subject matter thereof will be resolved by the Court in the CCAA Proceedings, and the Purchaser hereby attorns to the exclusive jurisdiction of the Court.
- 10.14 Waiver.** No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision nor will any waiver constitute a continuing waiver unless otherwise expressed or provided.
- 10.15 Currency.** All dollar amounts referred to are Canadian dollars.
- 10.16 Business Day.** If the date for the performance of any act or thing falls on a day which is not a Business Day, then the date for the performance of such act or thing shall be extended to the next Business Day, except that the Closing Date shall be no later than October 14, 2024.
- 10.17 Construction.** The division and headings of this Agreement are for reference only and are not to affect construction or interpretation.
- 10.18 Counterparts and Execution.** This Agreement may be executed in counterparts and delivered by electronic transmission including by PDF format, and each such counterpart will constitute an original and all such counterparts together will constitute one and the same agreement.

[Signature page follows]

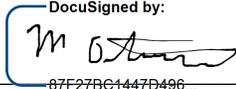
The Parties are signing this Agreement as of the date set out above.

GROWERS SUPPLY COMPANY LIMITED, by their court-appointed monitor, **ALVAREZ & MARSAL CANADA INC.** acting solely in such capacity and not in its personal or corporate capacity

By: _____
Name:
Title:

By: _____
Name:
Title:

MITCH OOSTENBRINK HOLDINGS LTD.

By:  _____
Name: Mitchell John Oostenbrink
Title: Director

DocuSigned by:
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**SCHEDULE A
LANDS**

BCTF Owned Lands

The real property located at 1200 Waddington Drive, Vernon, British Columbia, legally described as:

PID: 005-056-535, LOT 29, PLAN KAP26664, SECTION 26, TOWNSHIP 9, OSOYOOS DIV OF YALE LAND DISTRICT, EXC PCL D ON PL E12950.

SCHEDULE B
PERMITTED ENCUMBRANCES

1. the reservations, limitations, provisions or conditions expressed in the original grants from the Crown of any of the Lands and the statutory exceptions to title currently applicable to those Lands;
2. a Claim of right, title or jurisdiction which may be made or established by any aboriginal peoples by virtue of their status as aboriginal peoples to or over any lands;
3. liens for taxes, assessments, rates, duties, charges or levies not at the time due, which relate to obligations or liability assumed by the Purchaser; and
4. the Encumbrances listed below in respect of each of the lots comprising the Lands:
 - Easement No. KC23289

**SCHEDULE C
PURCHASED CONTRACTS**

NONE

**SCHEDULE D
INTANGIBLE ASSETS**

NONE

SCHEDULE E
PERMITS, LICENSES AND CERTIFICATIONS

NONE

**SCHEDULE F
PURCHASE PRICE ALLOCATION**

The real property located at 1200 Waddington Drive, Vernon, British Columbia, legally described as:

PID: 005-056-535, LOT 29, PLAN KAP26664, SECTION 26, TOWNSHIP 9, OSOYOOS DIV OF YALE LAND DISTRICT, EXC PCL D ON PL E12950. - \$2,600,000.00

Inventory as per list dated September 25, 2024 – Category 46 - \$244,000.00

Inventory as per list dated September 25, 2024 – Category 36 - \$10,000.00

All Inventory except categories 40 and 41 located at 1200 Waddington Drive only as per list dated September 25, 2024 - \$50,000.00

All assets, buildings, racking, shelving, desks, contents, Equipment and furnishings as-is located at 1200 Waddington Drive, Vernon, BC, but excluding laptops, servers, desktop computers, and Business Records, - \$5,000.00

Vernon Forklift FK#1 - \$10,000.00

Vernon Forklift FK#2 - \$10,000.00

Vernon Forklift FK#3 - \$10,000.00

Vernon Pickup Truck - \$1,000.00

**SCHEDULE G
EXCLUDED ASSETS**

All properties and assets not included in schedule F.

**SCHEDULE H
CHATELS**

Inventory as per list dated September 25, 2024 – Category 46

Inventory as per list dated September 25, 2024 – Category 36

All Inventory except categories 40 and 41 located at 1200 Waddington Drive only as per list dated September 25, 2024

All assets, buildings, racking, shelving, desks, contents, equipment and furnishings as-is located at 1200 Waddington Drive, Vernon, BC

Vernon Forklift FK#1

Vernon Forklift FK#2

Vernon Forklift FK#3

Vernon Pickup Truck

**EXHIBIT A
APPROVAL AND VESTING ORDER**

No. S245481
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, AS AMENDED

AND

IN THE MATTER OF THE *COOPERATIVE ASSOCIATION ACT*, S.B.C. 1999, c. 28

AND

IN THE MATTER OF BC TREE FRUITS COOPERATIVE, BC TREE FRUITS INDUSTRIES
LIMITED and GROWERS SUPPLY COMPANY LIMITED

PETITIONERS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE)
JUSTICE GROPPER) [REDACTED] 2024
)

ON THE APPLICATION OF Alvarez & Marsal Canada Inc. (“**A&M**”) in its capacity as monitor of the Petitioners (in such capacity, the “**Monitor**”) coming on for hearing at Vancouver, British Columbia, on the [REDACTED] day of [REDACTED], 2024; AND ON HEARING Kibben Jackson and Heidi Esslinger, counsel for the Monitor, and those other counsel listed on **Schedule “A”** hereto, and no one else appearing although duly served, AND UPON READING the material filed, including the [REDACTED] Report of the Monitor to the Court dated [REDACTED] (the “**Report**”); AND PURSUANT TO the *Companies’ Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the “**CCAA**”), the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the “**Transaction**”) contemplated by the Purchase and Sale Agreement dated September [●], 2024 (the “**Sale Agreement**”) among BC Tree Fruits Cooperative and Growers Supply Company Limited (together, the “**Vendor**”) and Mitch Oostenbrink Holdings Ltd. (the “**Purchaser**”), a copy of which is attached hereto as **Schedule “B”**, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Monitor on behalf of the Vendor is hereby authorized and approved, and the Vendor and the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the Purchased Assets (as such term is defined in the Sale Agreement). The Monitor and the Purchaser shall be at liberty to extend the Closing Date (as such term is defined in the Sale Agreement) to such later date as those parties may agree, without the necessity of a further Order of this Court

2. Upon: (i) receipt by the Monitor of the full amount of the Purchase Price (as such term is defined in the Sale Agreement); and (ii) delivery by the Monitor to the Purchaser of a certificate substantially in the form attached as **Schedule “C”** hereto (the “**Monitor’s Certificate**”), all of the Vendor’s right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by any order of this court in the within proceeding; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims enumerated in **Schedule “D”** hereto (all of which are collectively referred to as the “Encumbrances”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule “E”** hereto), and, for greater certainty, this court orders that all of the Encumbrances are hereby expunged and discharged as against the Purchased Assets.

3. Upon presentation for registration in the Land Title Office for the Land Title District of Kamloops of a certified copy of this order, together with a letter from Fasken Martineau DuMoulin LLP, solicitors for the Monitor, authorizing registration of this order, the British Columbia Registrar of Land Titles is hereby directed to:
 - (a) enter the Purchaser as the owner of the Lands identified in Schedule “A” to the Sale Agreement, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this court declares that it has been proved to the satisfaction of the court on investigation that the title of the Purchaser in and to the Lands is a

good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

- (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in Schedule “E” hereto.
4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor’s Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
5. The Monitor is to file with the court a copy of the Monitor’s Certificate forthwith after delivery thereof.
6. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Monitor and the Vendor are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendor’s records pertaining to the Vendor’s past and current employees that are to be retained or hired by the Purchaser. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Petitioners.
7. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Monitor to the Purchaser upon completion of the purchase and sale transaction contemplated in the Sale Agreement, subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule “E” hereto.
8. Notwithstanding:
 - (a) this CCAA proceeding or the termination thereof;
 - (b) any applications for a bankruptcy order in respect of any or all of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “BIA”) and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,the vesting of the Purchased Assets in the Purchaser and/or any permitted assignees under the Sale Agreement pursuant to this order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by

creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this order and to assist the Monitor and its agents in carrying out the terms of this order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners, the Purchaser and the Monitor, as an officer of this court, as may be necessary or desirable to give effect to this order or to assist the Petitioners, the Purchaser and the Monitor and its agents in carrying out the terms of this order.
10. The Monitor or any other party has liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this order.
11. Endorsement of this Order by counsel appearing on this application other than counsel for the Monitor is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Kibben Jackson
Lawyer for the Monitor, Alvarez & Marsal
Canada Inc.

BY THE COURT

REGISTRAR

Schedule "A"

LIST OF COUNSEL

Counsel Name/Litigant	Party Represented

Schedule "B"

PURCHASE AND SALE AGREEMENT

Schedule “C”

FORM OF MONITOR’S CERTIFICATE

No. S245481
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, AS AMENDED

AND

IN THE MATTER OF THE *COOPERATIVE ASSOCIATION ACT*, S.B.C. 1999, c. 28

AND

IN THE MATTER OF BC TREE FRUITS COOPERATIVE, BC TREE FRUITS INDUSTRIES
LIMITED and GROWERS SUPPLY COMPANY LIMITED

PETITIONERS

MONITOR’S CERTIFICATE

1. Capitalized terms used but not otherwise defined in this Monitor's Certificate shall have the meanings given to them in the order of the Supreme Court of British Columbia (the "**Court**") pronounced on [●], 2024 (the "**Approval and Vesting Order**") and the Offer to Purchase and Agreement of Purchase and Sale dated September [●], 2024 (the "**Sale Agreement**") among BC Tree Fruits Cooperative and Growers Supply Company Limited (the "**Vendor**") and Mitch Oostenbrink Holdings Ltd. (the "**Purchaser**"), a copy of which is appended as Schedule “B” to the Approval and Vesting Order.
2. Pursuant to an order made on August 13, 2024, as amended and restated on August 26, 2024, the court granted the Petitioners protection from their creditors and appointed the Monitor as monitor of the Petitioners, all under the provisions of the CCAA.
3. Pursuant to the Approval and Vesting Order, the court ordered that all of the right, title and interest of the vendor in and to the Purchased Assets shall vest in the Purchaser effective upon, among other things, delivery by the Monitor of this Monitor’s Certificate to the Purchaser.

THE MONITOR HEREBY CERTIFIES as follows:

1. The Purchaser has delivered written notice to the Monitor that all applicable conditions in favour of the Purchaser under the Sale Agreement have been satisfied and/or waived, as applicable.
2. The Monitor has received the full amount of the Purchase Price under the Sale Agreement.
3. Except for delivery of this Monitor's Certificate, all of the transactions contemplated by the Sale Agreement have been implemented.

Dated at the City of Vancouver, in the Province of British Columbia, this [●] day of [●], 2024

GROWERS SUPPLY COMPANY LIMITED,
by their court-appointed monitor, **ALVAREZ & MARSAL CANADA INC.** acting solely in such capacity and not in its personal or corporate capacity

Per: _____

Name:

Title:

Schedule "D"

CLAIMS TO BE DELETED/EXPUNGED FROM TITLE TO REAL PROPERTY

1. The mortgage registered by Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945413, and all extensions and modifications thereto.
2. The assignment of rents registered by Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945414, and all extensions thereto.

Schedule “E”

PERMITTED ENCUMBRANCES

1. the reservations, limitations, provisions or conditions expressed in the original grants from the Crown of any of the Lands and the statutory exceptions to title currently applicable to those Lands;
2. a Claim of right, title or jurisdiction which may be made or established by any aboriginal peoples by virtue of their status as aboriginal peoples to or over any lands;
3. liens for taxes, assessments, rates, duties, charges or levies not at the time due, which relate to obligations or liability assumed by the Purchaser; and
4. the Encumbrances listed below in respect of each of the lots comprising the Lands:
 - a. Easement No. KC23289

EXHIBIT B
MONITOR'S BRING-DOWN CERTIFICATE

TO: [●] (the “**Purchaser**”)

DATED: _____, 2024

This certificate is delivered pursuant to the purchase and sale agreement dated for reference _____, 2024, as amended from time to time (collectively, the “**Purchase and Sale Agreement**”) between Alvarez & Marsal Canada Inc., in its capacity as court-appointed Monitor of the assets, undertakings and property of Growers Supply Company Limited and BC Tree Fruits Cooperative and not in its personal or corporate capacity (collectively, the “**Monitor**”) and the Purchaser. Capitalized terms used and not defined in this certificate have the meanings given to them in the Purchase and Sale Agreement.

The Monitor certifies in favour of the Purchaser that the representations and warranties of the Vendor set forth in the Purchase and Sale Agreement are, as at the Closing Date, true and accurate in all material respects and all covenants of the Vendor to be performed on or before the Closing Date have been duly observed and performed in all material respects.

ALVAREZ & MARSAL CANADA INC. in
its capacity as court-appointed monitor of
GROWERS SUPPLY COMPANY
LIMITED and **BC TREE FRUITS**
COOPERATIVE and not in its personal or
corporate capacity

By: _____
Name:
Title:

**EXHIBIT C
PURCHASER’S BRING-DOWN CERTIFICATE**

TO: Alvarez & Marsal Canada Inc., in its capacity as court-appointed Monitor of Growers Supply Company Limited and BC Tree Fruits Cooperative and not in its personal or corporate capacity (collectively, the “**Monitor**”)

DATED: _____, 2024

This certificate is delivered pursuant to the purchase and sale agreement dated for reference _____, 2024, as amended from time to time (collectively, the “**Purchase and Sale Agreement**”) between the Monitor, Growers Supply Company Limited and BC Tree Fruits Cooperative, on the one hand, and [●] (the “**Purchaser**”), on the other hand. Capitalized terms used and not defined in this certificate have the meanings given to them in the Purchase and Sale Agreement.

The Purchaser certifies that the representations and warranties of the Purchaser set forth in the Purchase and Sale Agreement are, as at the Closing Date, true and accurate in all material respects and all covenants of the Purchaser to be performed on or before the Closing Date have been duly observed and performed in all material respects.

[●]

By: _____
Name:
Title: