

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
(LAKE COUNTRY PROPERTY)**

BEFORE THE HONOURABLE)
JUSTICE GROPPER) November 27, 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 27th day of November, 2024; AND ON HEARING 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 Sixth Report of the Monitor to the Court dated November 21, 2024 (the "**Sixth 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 time for service of the notice of application for this Order and the Sixth Report is hereby abridged and deemed good and sufficient such that this application is properly returnable today.
2. Capitalized terms used but not otherwise defined in this Order shall have the meanings given to them in the Contract of Purchase and Sale dated October 17, 2024 between the

Monitor, as vendor, and District of Lake Country (the “**Purchaser**”), as purchaser, a copy of which is attached hereto as Schedule “B” (the “**Sale Agreement**”).

3. The sale transaction (the “**Transaction**”) contemplated by the Sale Agreement is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Monitor is hereby authorized and approved, and the Monitor is 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 Property. The Monitor and the Purchaser shall be at liberty to extend the Closing Date to such later date as those parties may agree, without the necessity of a further Order of this Court.
4. Upon: (i) receipt by the Monitor of the full amount of the Purchase Price; 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 Monitor’s right, title and interest in and to the Property 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 CCAA 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 Property.
5. 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 Property identified in 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 Property, 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 Property 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 Property all of the registered Encumbrances except for those listed in Schedule "E" hereto.
6. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Property shall stand in the place and stead of the Property, and from and after the delivery of the Monitor's Certificate all Claims shall attach to the net proceeds from the sale of the Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
7. The Monitor is to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof.
8. Subject to the terms of the Sale Agreement, vacant possession of the Property shall be delivered by the Monitor to the Purchaser upon completion of the Transaction, subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "E" hereto.
9. Notwithstanding:
- (a) these CCAA proceedings 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 Property 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.
10. 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this order or to assist the Monitor and its agents in carrying out the terms of this Order.

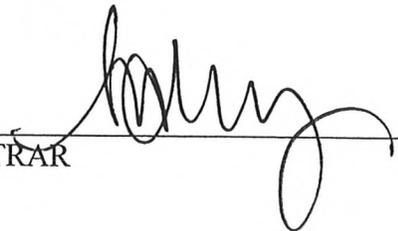
11. The Monitor or any other party has liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
12. Endorsement of this Order by counsel appearing on this application other than counsel for the Monitor is hereby dispensed with.

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 Heidi Esslinger
Lawyer for the Monitor, Alvarez & Marsal
Canada Inc.


BY THE COURT



REGISTRAR

Certified a true copy according to
the records of the Supreme Court
at Vancouver, B.C.

DATED: NOV 27 2024



Authorized Signing Officer

Alora Bond



Schedule "A"

LIST OF COUNSEL

Counsel Name/Litigant	Party Represented
Scott Silver	Petitioners
Peter Rubin	CIBC
Christian Garton	Members' representative
Alexis Teasdale	District of Lake Country

Schedule "B"

CONTRACT OF PURCHASE AND SALE

[see attached]

CONTRACT OF PURCHASE AND SALE

THIS AGREEMENT made as of the latest of the dates of execution set out at the end of this Agreement.

BETWEEN:

DISTRICT OF LAKE COUNTRY, a municipal corporation incorporated pursuant to the law of British Columbia and having an address at 10150 Bottom Wood Lake Road, Lake Country, BC, V4V 2M1

(the “**Buyer**”)

AND:

ALVAREZ & MARSAL CANADA INC.

in its capacity as Court-appointed Monitor of BC Tree Fruits Cooperative, BC Tree Fruits Industries Limited and Growers Supply Company Limited, and not in its personal or corporate capacity

(the “**Seller**”)

WHEREAS:

- A. The Seller was appointed by the British Columbia Supreme Court (the “**Court**”) in the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) proceedings of BC Tree Fruits Cooperative (the “**Owner**”) as the monitor of the Owner, and in that capacity is entitled to sell the entire legal and beneficial interest of the Owner in the Property (as hereinafter defined);
- B. Subject to the approval of the Court (the “**Court Approval**”), the Seller has agreed to sell and the Buyer has agreed to purchase all of the Owner’s right, title, and interest in and to the Property, on the terms and conditions set out in this Agreement.

NOW THEREFORE, for good and valuable consideration now paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) and of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. PURCHASE AND SALE

Subject to the terms and conditions herein set forth, the Buyer hereby agrees to purchase and the Seller agrees to sell, the lands and improvements located at 9718 Bottom Wood Lake Road, Lake Country, BC, legally described as set out in Schedule “A” (the “**Property**”), free and clear of all liens, charges, encumbrances and title notations save and except those described in Schedule “B” (collectively, the “**Permitted Encumbrances**”).

2. PURCHASE PRICE

- (a) The purchase price for the Property is the sum of **NINE MILLION ONE HUNDRED THOUSAND DOLLARS (\$9,100,000.00)** (the “**Purchase Price**”) in lawful money of Canada, subject to adjustment pursuant to Section 6, to be paid in the following manner:

- (i) an initial deposit of \$150,000 (the “**Initial Deposit**”) by way of bank wire transfer, certified cheque or bank draft payable to the Seller’s solicitors in trust within five (5) Business Days of execution of this Agreement by the Seller and the Buyer;
 - (ii) a further deposit of \$720,000 (the “**Further Deposit**” and together with the Initial Deposit, the “**Deposit**”) by way of bank wire transfer, certified cheque or bank draft payable to the Seller’s solicitors in trust within five (5) Business Days of satisfaction or waiver of all of the Buyer’s Conditions; and
 - (iii) the balance of the Purchase Price (as adjusted in accordance with this Agreement, the “**Closing Payment**”), by the Buyer’s solicitors to the Seller’s solicitors on or prior to the Closing Date in accordance with the terms of this Agreement.
- (b) The Buyer represents and warrants to the Seller that it is and will be, as of 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 (“**GST**”) payable under the ETA in connection with the transactions contemplated by this Agreement. The Purchase Price does not include GST and the Buyer will pay any GST payable with respect to the acquisition of the Property in accordance with the ETA. On the Closing Date, the Buyer will deliver to the Seller a certificate (the “**GST Certificate**”) of a senior officer of the Buyer certifying, on behalf of the Buyer and without personal liability (a) that the Buyer is registered under Part IX of the ETA as of the Closing Date; (b) its registration number; and (c) that the Buyer will account for, report and remit any GST payable in respect of the purchase of the Property in accordance with the ETA. The Buyer will indemnify and hold the Seller and its 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 Property, this Section 2(c), the GST Certificate or any declaration made therein and such indemnity will survive Closing.

3. CONDITIONS

- (a) The obligation of the Buyer to complete this transaction is subject to the following condition (the “**Buyer’s Condition**”) being waived or satisfied on or before that date which is the first Business Day following thirty (30) days from the date this Agreement is executed by the Buyer and the Seller (the “**Buyer’s Condition Date**”):
 - (i) The Buyer reviewing and approving all the Due Diligence Materials and conducting any property related searches or reports that the Buyer deems necessary including, but not limited to, environmental searches or reports.
- (b) If the Buyer's Condition is not satisfied or waived by notice in writing to be given by 5:00 pm PST on or before the Buyer’s Condition Date, then this Agreement is then terminated and the Initial Deposit is to be returned to the Buyer.
- (c) Upon acceptance and execution of this Agreement by the both the Buyer and the Seller, the Seller agrees to assist the Buyer in the satisfaction of the Buyer's Condition by cooperating with the Buyer to have site inspections in furtherance of the satisfaction of the Buyer's Condition. The Buyer shall indemnify and hold harmless the Seller for any costs, charges, fees, or obligations incurred or assessed to the Seller as a result of the actions of the Buyer with respect to the fulfillment or removal of the Buyer’s Condition.

- (d) The obligation of the Buyer and the Seller to complete this transaction is subject to the following mutual condition (the “**Mutual Condition**”) being satisfied on or before the date which is the first Business Day following fifteen (15) days after the Buyer’s Condition Date (the “**Mutual Condition Date**”):
 - (i) The Seller obtaining Court Approval and the Court issuing the Vesting Order (as defined in Schedule “C”), which order shall be substantially in the form attached hereto as Schedule “D” (with only such changes as the parties to this Agreement shall approve in their reasonable discretion, but in all cases in form and substance acceptable to the Seller) and any other related relief required to consummate the transaction contemplated hereby.
- (e) The Mutual Condition is for the mutual benefit of the Buyer and the Seller and may not be waived unilaterally by either party. Both parties agree that they will use reasonable commercial efforts to satisfy the Mutual Condition. If the Mutual Condition has not been satisfied on or before the Mutual Condition Date, then the Buyer’s and the Seller’s obligation to complete the transaction pursuant to this Agreement will be at an end.
- (f) In consideration of \$10.00 non-refundable to be paid by each party to the other party and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the Seller and the Buyer both agree not to revoke their acceptance of the agreement contained herein while this Agreement remains subject to any of the conditions precedent set out in this section 3.

4. DEPOSITS

The Deposit and any accrued interest shall be dealt with as follows:

- (a) upon written notice of the waiver or satisfaction of all the Buyer’s Conditions, and upon the delivery of the Further Deposit to the Buyer’s solicitor, the Initial Deposit and Further Deposit shall be held by the Seller’s solicitor, in trust, in accordance with the terms herein;
- (b) the Deposit shall be credited against the Purchase Price, and shall not otherwise be released to either party except in accordance with this Agreement;
- (c) if the Buyer fails to complete the transaction contemplated by this Agreement, after the waiver or satisfaction of all of the Buyer’s Condition and the satisfaction of the Mutual Condition, other than as a result of the Seller’s default, then the Deposit together with accrued interest, if any, shall be forfeited to the Seller, without prejudice to any other rights or remedies of the Seller whether at law or in equity; and
- (d) if, after the Buyer’s Condition and the Mutual Condition are satisfied or waived, the Seller fails to close the transaction contemplated by this Agreement (except as a result of a default by the Buyer), then the Buyer shall thereupon be entitled to return of the Deposit, as the Buyer’s sole and exclusive remedy against the Seller.

5. CLOSING DATE AND POSSESSION

Unless otherwise agreed in writing by the Buyer and the Seller, the purchase and sale of the Property will be completed in accordance with the provisions of this Agreement on the date which is the earlier of (i) the

first Business Day following fourteen (14) days after the date of the Vesting Order; and (ii) December 12, 2024 (the “Closing Date”).

6. ADJUSTMENTS

The Seller and the Buyer shall adjust the Purchase Price as of the Closing Date in respect of the following items (including GST, where applicable), insofar as such items are applicable to the Property:

- (a) realty taxes, municipal taxes, and local improvement rates and charges;
- (b) utility accounts;
- (c) unless otherwise expressly provided for or set out in this Agreement, all other items reasonably capable of, and usually the subject of, adjustment in connection with the ownership, operation and management of properties similar to the Property.

The transaction contemplated herein shall be completed on the Closing Date. The Seller shall be responsible for all expenses and entitled to all revenues derived from the Property for the period prior to the Closing Date. As of and after the Closing Date, the Buyer shall be responsible for all expenses and shall be entitled to all revenues in respect of the Property.

7. REPRESENTATIONS AND WARRANTIES

- (a) The Seller represents and warrants to the Buyer that as of the date of the Agreement (unless otherwise specified) and as of the Closing Date:
 - (i) the Seller has, subject to Court Approval, the full power, authority and capacity to enter into this Agreement and to carry out the transactions contemplated herein; and
 - (ii) the Property will, on the Closing Date, be conveyed to the Buyer free and clear of any and all easements, rights of way, liens, mortgages, charges, pledges, security interests, leases and other encumbrances of whatsoever a nature or howsoever arising and any rights or privileges capable of becoming any of the foregoing, save and except for the Permitted Encumbrances or as provided in the Vesting Order.
- (b) The Seller’s representations and warranties contained in paragraph 7(a) above shall survive for a period of 12 months after the Closing Date and shall continue in full force and effect for the benefit of the Buyer for a period of one year from the Closing Date notwithstanding any independent inquiry or investigation by the Buyer or the waiver by the Buyer of any condition, the subject matter of which is contained in a representation or warranty in this Agreement.
- (c) The Buyer warrants and represents to the Seller that:
 - (i) the Buyer is a municipal corporation duly existing under the laws of British Columbia and is duly qualified to purchase and own the Property and the Buyer has full power, authority and capacity to enter into this Agreement and carry out the transactions contemplated herein;

- (ii) there is no action or proceeding pending or to the Buyer's knowledge threatened against the Buyer before any court, arbiter, arbitration panel, administrative tribunal or agency which, if decided adversely to the Buyer, might materially affect the Buyer's ability to perform its obligations hereunder;
 - (iii) neither the Buyer entering into this Agreement nor the performance of its terms will result in the breach of or constitute a default under any term or provision of any indenture, mortgage, deed of trust or other agreement to which the Buyer is bound or subject;
 - (iv) no consent or approval or registration, declaration or filing with, any governmental commission, board, court or other regulatory body is required for the execution or delivery of this Agreement by the Buyer, the validity or enforceability of this Agreement against the Buyer, or the performance by the Buyer of any of the Buyer's obligations hereunder; and
 - (v) on the Closing Date the Buyer will be duly registered for GST under the *Excise Tax Act*.
- (d) The Buyer's representations and warranties contained in paragraph 7(c) above shall survive the Closing Date and shall continue in full force and effect for the benefit of the Seller after the Closing Date.
- (e) The Buyer acknowledges that the Property is being purchased "as is, where is" on the basis set out in Schedule "C", without warranty of any kind including, without limitation, warranties of merchantability and/or fitness for a particular purpose and saves the Seller harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreements and easements.

8. DELIVERY OF DUE DILIGENCE MATERIALS

The Seller shall within five (5) days of the execution of this Agreement by the Buyer and Seller to provide the Buyer with access to a data room containing any material information in the Seller's possession or control with respect to the Property (the "**Due Diligence Materials**").

9. ADDITIONAL COVENANTS OF THE SELLER

The Seller covenants with the Buyer to:

- (a) permit the Buyer and its representatives to enter onto the Property and carry out such inspections, tests, studies, appraisals, surveys and investigations of the Property as the Buyer may reasonably require;
- (b) maintain insurance coverage with respect to the Property in full force and effect until the completion of the closing of the transactions contemplated herein, in such amounts and on such terms as would a prudent owner; and

- (c) not enter into or amend any contract with respect to the Property without the prior written approval of the Buyer.

10. CLOSING DOCUMENTATION

- (a) On or before the Closing Date, the Seller will cause the Seller's solicitors to deliver to the Buyer's solicitors the following documents, duly executed as applicable, to be dealt with pursuant to Section 10(d):
 - (i) a Court-certified copy of the Vesting Order transferring the Property to the Buyer free and clear of all liens, charges, and encumbrances except for the Permitted Encumbrances (the "**Certified Vesting Order**"), together with a solicitor's letter to the Land Title Survey Authority of British Columbia authorizing its registration;
 - (ii) the Seller's statement of adjustments prepared in accordance with Section 6;
 - (iii) an assignment of all of the Seller's rights under any and all warranties, guarantees, or contractual obligations, in form and substance satisfactory to the Buyer, acting reasonably, which entitle the Seller to any rights against a contractor or supplier engaged in the repairs, maintenance, renovations, and modifications of the Property or any part of the Property, insofar as those rights can be assigned, together with the right to use the Seller's name to enforce any such unassignable warranties, guarantees, or contractual obligations, and to obtain all benefits from any legal proceedings initiated by it in the name of the Seller with respect the Property;
 - (iv) an assignment of any licences or permits required in connection with the operation of the Property;
 - (v) an assignment and assumption of Permitted Encumbrances; and
 - (vi) such other documents as may be reasonably required by the Buyer to give full effect to the intent and meaning of this Agreement.
- (b) On or before the Closing Date, the Buyer will cause the Buyer's solicitors to deliver to the Seller's solicitors the following documents to be dealt with pursuant to Section 10(e):
 - (i) any documents contemplated by Section which require execution or delivery by the Buyer, executed by the Buyer;
 - (ii) the GST Certificate (as herein defined);
 - (iii) such other documents and assurances as may be reasonably required by the Seller to give full effect to the intent and meaning of this Agreement.
- (c) Preparation of Closing Documents
 - (i) The closing documents contemplated in Sections 10(a) and 10(b) other than the Vesting Order, will be prepared by the Buyer's solicitors and delivered to the Seller's solicitors at least five (5) Business Days prior to the Closing Date; and

- (ii) all documents referred to in Sections 10(a) and 10(b) shall be in form and substance satisfactory to the solicitors for the party entitled to delivery thereof, acting reasonably.
- (d) Payment into Trust
 - (i) On or before the Closing Date, the Buyer will pay to the Buyer's solicitors in trust, by way of a certified cheque or wire transfer, funds in an amount equal to the Closing Payment.
- (e) Closing Procedure
 - (i) On the Closing Date, forthwith following the delivery by the Buyer's solicitors of the documents pursuant to Section 10(b) and the payment to the Buyer's solicitors referred to in Section 10(d) and after receipt by the Buyer's solicitors of the documents referred to in Section 10(a), the Buyer will cause the Buyer's solicitors to file the Certified Vesting Order in the Land Title Office in accordance with written undertakings settled as between the Buyer's solicitors and the Seller's solicitors.
 - (ii) Forthwith following the filing referred to in Section 10(e)(i), and upon the Buyer's solicitors being satisfied as to the title to the Property, after conducting a post filing registration check of the Property disclosing only the following:
 - (A) the existing title number to the Property;
 - (B) the Permitted Encumbrances;
 - (C) pending numbers assigned to the Certified Vesting Order; and
 - (D) pending numbers assigned to any additional documents deposited for registration by or at the direction of the Buyer,the Buyer will cause the Closing Payment to be paid to the Seller's solicitors in trust by wire transfer of immediately available funds or as otherwise directed by the Vesting Order on the Closing Date, and thereupon the Buyer's solicitors shall be entitled to release the documents referred to in Section 10(a) to the Buyer and the Seller's solicitors shall be entitled to release to the Seller the documents referred to in Section 10(b).
- (f) Concurrent Requirements
 - (i) 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.
- (g) Payment by Wire Transfer

- (i) Notwithstanding anything else contained herein, the Buyer will make all commercially reasonable efforts to ensure that the Closing Payment will be paid to and received by the Seller's solicitors on or before 5:00 p.m. (Vancouver time) on the Closing Date. Notwithstanding any provision of this Agreement, the Buyer and the Seller agree that, with respect to the Closing Payment, if the Buyer is paying the Closing Payment by way of wire transfer, and if the Buyer and the Buyer's solicitors have: (i) used commercially reasonable efforts to ensure that the Seller'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 Seller's solicitors, but for any reason outside of the Buyer's control (excluding any event which is a default by the Buyer under this Agreement) the Seller'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 Seller'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 Buyer also pays to the Seller or the Seller'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 Seller's solicitors at 6:00 p.m. (Vancouver time) the day after wiring, the Buyer will pay the Seller four days' interest on the Closing Payment.

11. RISK

(a) Risk

- (i) The Property shall be and remain at the risk of the Seller until the consummation of the purchase and sale on the Closing Date.

(b) Site Profile and Environmental Condition

- (i) The Buyer hereby waives and releases the Seller from any obligation to deliver a site profile or site disclosure statement to the Buyer for the Property as contemplated by the *Environmental Management Act*, SBC 2003, c 53 or any regulation in respect thereof.

- (ii) Within this Section 11(b), the following terms shall have the following meanings:

- (A) "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.

- (A) "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
- (iii) The Buyer acknowledges and agrees that the Seller does not make any representations or warranties with regard to the environmental condition of the Property, and the Buyer 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 Property, and that the environmental condition of or relating to the Property is otherwise satisfactory.
- (iv) The Buyer does hereby irrevocably release and forever discharge the Seller and each of their respective directors, officers, agents and employees from any and all claims that the Buyer has or may have against the Seller in connection with the environmental condition of the Property, any contamination or Hazardous Substances located on the Property or migrating onto the Property or from the Property or any breach of any Environmental Laws irrespective of whether such Claim arose before or after the Buyer's acquisition of the Property pursuant to this Agreement.
- (v) The Buyer 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 Seller relating to the environmental condition of or any environmental matter or issue involving the Property including the location of contaminants or Hazardous Substances thereon or migrating thereon or therefrom.
- (vi) Without limiting the generality of the foregoing, the Buyer and the Seller acknowledge and agree that any and all costs in any way related to the environmental remediation of the Property (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 Property shall be for the Buyer's sole account and the Seller shall not have any liability or responsibility in connection with any such remediation costs.
- (vii) The Parties acknowledge and confirm that the provisions of this Section 11(b) 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 Property or otherwise associated with the Property and any contamination of adjacent properties and waters resulting from such Hazardous Substances and contamination or remediation of the Property.
- (viii) The terms of this Section 11(b) shall survive completion of the sale of the Property by the Buyer.

12. NOTICES

Any notices required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by delivery or email (with original to follow by mail) to the Buyer at the following address:

10150 Bottom Wood Lake Road, Lake Country, BC, V4V 2M1
Attention: Paul Gipps, CAO
Email: pgipps@lakecountry.bc.ca

copy to the Buyer's solicitors:

Lawson Lundell LLP
1631 Dickson Avenue, Suite 1800
Kelowna BC V1Y 0B5
Attention: Peter MacPherson
E-mail: pmacpherson@lawsonlundell.com

and to the Seller at the following address:

925 West Georgia Street, Suite 902, Vancouver, BC V6C 3L2
Attention: Anthony Tillman and Pinky Law
Email: pinky.law@alvarezandmarsal.com and atillman@alvarezandmarsal.com

copy to the Seller's solicitors:

Fasken Martineau DuMoulin LLP
550 Burrard Street, Suite 2900
Vancouver BC V6C 0A3
Attention: Kibben Jackson
E-mail: kjackson@fasken.com

Notice shall be deemed to be given upon actual delivery.

13. CONFIDENTIALITY

Unless the transaction contemplated by this Agreement is completed, the Buyer and Seller will keep all negotiations regarding the Property confidential and the Buyer will not disclose to any third party the contents or effects of any document, materials or information provided pursuant to or obtained in relation to this Agreement without the prior written consent of the Seller, except that each of the Buyer and the Seller may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and expect that the Buyer and the Seller may disclose the same as required by law or in connection with the proposed sale and purchase of the Property or in connection with any legal proceedings related to this Agreement. Furthermore, the Buyer and the Seller agree that no press or other publicity release or communication to the general public concerning the proposed transaction will be issued without the other party's prior written approval, unless such disclosure is required by law.

14. ASSIGNMENT

The Buyer shall not be entitled to assign its interest in this Agreement without the prior written consent of the Seller, which consent may be withheld in the Seller's sole, absolute and unfettered discretion.

15. TIME

Specific times shall be in accordance with the system of standard or daylight-saving time in effect where the Property is located. If the date for making of any payment hereunder or the date for doing any act shall be a Saturday, Sunday or holiday in the Province of British Columbia, such date shall be extended to the first Business Day next following such date. "**Business Day**" means a day other than a Saturday, Sunday, municipal statutory holiday in British Columbia.

Time shall be of the essence of this Agreement.

16. TAXES AND FEES

(a) The Buyer shall be responsible for payment of Property Transfer Tax and any registration fees payable in connection with the registration of the transfers and any other documents to be registered by or through the Buyer.

(b) Each party shall pay its own legal fees with respect to this transaction.

17. COUNTERPARTS

This Agreement may be executed electronically, including by DocuSign, in any number of counterparts, and may be delivered originally, by facsimile, by Portable Document Format ("**PDF**"), or email and each such original, facsimile copy or PDF copy, when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the applicable laws of Canada. The Seller and the Buyer agree to submit to the jurisdiction and the courts of British Columbia concerning any dispute relating to this Agreement or the transaction contemplated herein and to appoint respective agents for the receipt and service of process in British Columbia.

19. ENTIRE AGREEMENT

This Agreement together with any Schedules as attached constitutes the entire agreement between the Seller and the Buyer concerning the Transaction and supersedes all prior agreements, negotiations and discussions, whether oral or written, of the Seller and the Buyer. There are no agreements, representations or warranties, express, implied, statutory, collateral or otherwise, except as contained in this Agreement. This Agreement shall not be amended except in a written instrument executed by both the Seller and the Buyer or their solicitors and stated to be an amendment to this Agreement.

20. COMMISSIONS PAYABLE

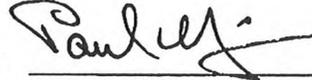
The Seller shall pay all real estate commissions arising out of the purchase and sale of the Property contemplated by this Agreement and the Seller will indemnify and save the Buyer harmless in respect of any claim or action against the Buyer on account of such real estate commissions. The Buyer represents and warrants to the Seller that the Buyer has not engaged a broker regarding the purchase of the Property and shall indemnify and save harmless the Seller from any misrepresentation in this regard.

(execution page follows)

IN WITNESS WHEREOF the Buyer has executed this Agreement as of October 17, 2024.

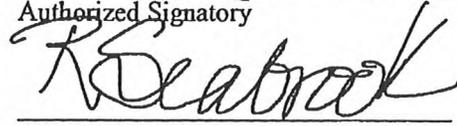
DISTRICT OF LAKE COUNTRY

PAUL GIPPS
Chief Administrative Officer



Authorized Signatory

REYNA SEABROOK
Corporate Officer



Authorized Signatory

IN WITNESS WHEREOF the Seller has executed this Agreement as of October 17, 2024.

ALVAREZ & MARSAL CANADA INC.
in its capacity as Court-appointed Monitor of BC
Tree Fruits Cooperative, BC Tree Fruits
Industries Limited and Growers Supply
Company Limited and not in its personal or
corporate capacity

Per: _____

Per: _____

IN WITNESS WHEREOF the Buyer has executed this Agreement as of October 17, 2024.

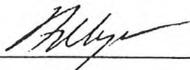
DISTRICT OF LAKE COUNTRY

Per: _____
Authorized Signatory

Authorized Signatory

IN WITNESS WHEREOF the Seller has executed this Agreement as of October 17, 2024.

ALVAREZ & MARSAL CANADA INC.
in its capacity as Court-appointed Monitor of BC
Tree Fruits Cooperative, BC Tree Fruits
Industries Limited and Growers Supply
Company Limited and not in its personal or
corporate capacity

Per: _____ 

Per: _____

SCHEDULE "A"

the "Property"

Address	Legal Description	PID
9718 Bottom Wood Lake Road, Lake Country, British Columbia	Lot 38 District Lot 118 Osoyoos Division Yale District Plan 457 Except Plans 17370, 22191 and 36673	009-973-532

SCHEDULE "B"

PERMITTED ENCUMBRANCES

Unless otherwise agreed in writing, title will be free and clear of all encumbrances, registrations and obligations except the following:

1. The reservations, limitations, provisions or conditions expressed in the original grants from the Crown and the statutory exceptions to title currently applicable to the Property;
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 Buyer; and
4. the encumbrances listed below:

Legal Notations

HERETO IS ANNEXED RESTRICTIVE COVENANT CB750540 OVER LOT 2 SECTIONS 10 AND 11 TOWNSHIP 20 ODYD PLAN 4169; LOT 44 DISTRICT LOT 118 ODYD PLAN 457 EXCEPT PLANS 20108, 36673 AND 39429; THAT PART LOT 45 AND THAT PART LOT 46 SHOWN ON PLAN 940F DISTRICT LOT 118 ODYD PLAN 457 EXCEPT PLAN 36673

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. M11328

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER MUNICIPAL ACT PART 29 (SEE DF KE23756)

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29, MUNICIPAL ACT, SEE KH28138

Charges, Liens and Interests

Nature: UNDERSURFACE RIGHTS

Registration Number: 19038E

Registration Date and Time: 1930-07-24 10:18

Registered Owner: THE DIRECTOR OF SOLDIER SETTLEMENT

Remarks: INTER ALIA SEE 55200F OTHER THAN THOSE EXCEPTED BY THE CROWN

Nature: RIGHT OF WAY

Registration Number: K22615

Registration Date and Time: 1975-05-13 14:08

Registered Owner: WINFIELD AND OKANAGAN CENTRE IRRIGATION DISTRICT

Remarks: PART ON PLAN A11771

Nature: EASEMENT

Registration Number: CB969496

Registration Date and Time: 2023-10-17 13:29

Remarks: APPURTENANT TO THAT PART OF LOT 44, LOT 45 AND LOT 46 SHOWN ON PLAN 940F DISTRICT LOT 118 ODYD PLAN 457 EXCEPT PLAN 36673; AND LOT 2 SECTIONS 10 AND 11 TOWNSHIP 20 ODYD PLAN 4169

SCHEDULE "C"

The parties agree that the following terms replace, modify and, where applicable override the terms of the attached contract of purchase and sale and any modifications, amendments, additions or addenda thereto, (collectively the "**Contract**"). Where any conflict arises between the terms of this Schedule "C" and the Contract, the terms of this Schedule "C" shall apply. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Contract.

1. Title will be transferred to the Buyer free and clear of all registered encumbrances, other than those listed in Schedule "B" to the Contract in accordance with the Vesting Order (defined herein) to be sought from the Supreme Court of British Columbia (the "**Court**") in Supreme Court of British Columbia Action No. S245481, Vancouver Registry (the "**Proceeding**").
2. Any existing registered financial charges to be paid under the terms of the Vesting Order may be paid by the Seller upon receipt of the Purchase Price and the Buyer may pay the Purchase Price to the Seller's lawyer in trust on undertakings to pay those financial charges in accordance with the terms of the Vesting Order.
3. Possession will be governed by the terms of the Vesting Order.
4. The Buyer is purchasing the Property on an "as is - where is" basis as of the completion date. The Buyer agrees that the Seller has no obligation to maintain the Property in the condition it may have been in at some time before the Closing Date. The Buyer agrees that the Purchase Price does not include any chattels/personal property. The Seller assumes no risk with respect to the buildings on the Property or any other items included in this purchase and sale.
5. No property condition disclosure statement concerning the Property will be given by the Seller.
6. The acceptance of this offer by the Seller is in its capacity as Court-appointed Monitor of the owner of the Property pursuant to the Amended and Restated Initial Order granted August 26, 2024 (the "**ARIO**") in the Proceeding, and not in its personal capacity or as owner of the Property. The acceptance of this offer is subject to the approval of the Court in the Proceeding and will become effective from the time an order is made approving this offer (the "**Vesting Order**"). The Seller hereby advises the Buyer that the Seller's obligations in connection with this offer, until it is approved by the Court, are limited to putting this offer before the Court. The Seller is only obligated to present the offer to the Court for approval within 30 days of the Buyer removing all subject conditions in respect of this offer.
7. The Seller is subject to the jurisdiction and discretion of the Court to entertain other offers and to any further Orders the Court may make regarding the Property. The Seller may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Seller gives no undertaking to exclusively advocate for the acceptance of only this offer. In that regard the Buyer may wish to consider making its own arrangements to support this offer in Court if other offers are received by the Seller. The Buyer agrees the Seller will disclose the Purchase Price to any prospective buyers indicating an intention to submit an offer to purchase the Property.
8. Acceptance of this offer by the Seller and any obligation of the Seller to put this offer before the Court may be terminated at any time before the Court makes the Vesting Order approving this sale if the mortgage which is the subject of these proceedings is redeemed, or if the mortgage is brought into good standing or at the option of the Seller in its sole discretion. This condition is for the sole benefit of the Seller.

9. Real estate commission is payable relative to this offer only if this offer is approved by the Court and the sale is completed pursuant to the Vesting Order.
10. The Buyer agrees that there may be GST and PTT payable relating to this transaction and that it is the responsibility of the Buyer to pay any such tax accruing on this sale. The Buyer agrees that the Seller may be responsible to collect and remit GST payable on this transaction. Accordingly, the Buyer agrees to pay any such tax to the Seller so that the Seller can, in turn, pay such GST as may be due and owing on this sale.
11. The Buyer is satisfied that there is no need for a holdback from the Purchase Price for the possibility that the Seller is not a Canadian resident for the purposes of the Income Tax Act.
12. The Buyer agrees not to holdback any part of the Purchase Price for any reason.
13. The Seller, as party having conduct of sale of the Property pursuant to the ARIO, is not and will not be liable to the Buyer, nor to anyone claiming by through or under the Buyer, for any damages, costs or expenses, including but not limited to damage caused to the Buyer by the registered owner(s) of the Property or his/her tenants, guests, assigns, agents or persons unknown, or for them failing to provide vacant possession when required. The Buyer acknowledges that if vacant possession is not available on the possession date, the Buyer will complete the sale in any event. The Seller will make reasonable efforts to obtain a Writ of Possession or similar Court order, and the Buyer acknowledges that this process may take a considerable period of time.

SCHEDULE "D"

FORM OF 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
(LAKE COUNTRY)**

BEFORE THE HONOURABLE)
JUSTICE GROPPER) October [●], 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 [●] day of [●] 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 [●] Report of the Monitor to the Court dated [●], 2024 (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:

The sale transaction (the "Transaction") contemplated by the Contract of Purchase and Sale dated [●], 2024 (the "Sale Agreement") between the Monitor, in its capacity as the Monitor of BC Tree Fruits Cooperative (the "Vendor"), and District of Lake Country (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 Property (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.

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 Property 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 Property.

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:

enter the Purchaser as the owner of the Property identified in 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 Property, 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 Property 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

having considered the interest of third parties, to discharge, release, delete and expunge from title to the Property all of the registered Encumbrances except for those listed in Schedule "E" hereto.

For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Property shall stand in the place and stead of the Property, and from and after the delivery of the Monitor's Certificate all Claims shall attach to the net proceeds from the sale of the Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

The Monitor is to file with the court a copy of the Monitor's Certificate forthwith after delivery thereof.

Subject to the terms of the Sale Agreement, vacant possession of the Property, 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.

Notwithstanding:

 this CCAA proceeding or the termination thereof;

 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

 any assignment in bankruptcy made by or in respect of any or all of the Petitioners,

 the vesting of the Property 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.

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.

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.

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"

CONTRACT OF PURCHASE AND SALE

[see attached]

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 Contract of Purchase and Sale dated [●], 2024 (the "**Sale Agreement**") between the Monitor in its capacity as monitor of BC Tree Fruits Cooperative (the "**Vendor**") and District of Lake Country (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

ALVAREZ & MARSAL CANADA INC.
acting solely in its capacity as court-appointed
monitor of **BC TREE FRUITS**
COOPERATIVE 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

Unless otherwise agreed in writing, title will be free and clear of all encumbrances, registrations and obligations except the following:

5. The reservations, limitations, provisions or conditions expressed in the original grants from the Crown and the statutory exceptions to title currently applicable to the Property;
6. 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;
7. liens for taxes, assessments, rates, duties, charges or levies not at the time due, which relate to obligations or liability assumed by the Buyer; and
8. the encumbrances listed below:

Legal Notations

HERETO IS ANNEXED RESTRICTIVE COVENANT CB750540 OVER LOT 2 SECTIONS 10 AND 11 TOWNSHIP 20 ODYD PLAN 4169; LOT 44 DISTRICT LOT 118 ODYD PLAN 457 EXCEPT PLANS 20108, 36673 AND 39429; THAT PART LOT 45 AND THAT PART LOT 46 SHOWN ON PLAN 940F DISTRICT LOT 118 ODYD PLAN 457 EXCEPT PLAN 36673

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. M11328

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER MUNICIPAL ACT PART 29 (SEE DF KE23756)

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29, MUNICIPAL ACT, SEE KH28138

Charges, Liens and Interests

Nature: UNDERSURFACE RIGHTS

Registration Number: 19038E

Registration Date and Time: 1930-07-24 10:18

Registered Owner: THE DIRECTOR OF SOLDIER SETTLEMENT

Remarks: INTER ALIA SEE 55200F OTHER THAN THOSE EXCEPTED BY THE CROWN

Nature: RIGHT OF WAY

Registration Number: K22615

Registration Date and Time: 1975-05-13 14:08

Registered Owner: WINFIELD AND OKANAGAN CENTRE IRRIGATION DISTRICT

Remarks: PART ON PLAN A11771

Nature: EASEMENT

Registration Number: CB969496

Registration Date and Time: 2023-10-17 13:29

Remarks: APPURTENANT TO THAT PART OF LOT 44, LOT 45 AND LOT 46 SHOWN ON PLAN 940F DISTRICT LOT 118 ODYD PLAN 457 EXCEPT PLAN 36673; AND LOT 2 SECTIONS 10 AND 11 TOWNSHIP 20 ODYD PLAN 4169

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 November 27, 2024 (the "**Approval and Vesting Order**") and the Contract of Purchase and Sale dated October 17, 2024 (the "**Sale Agreement**") between the Monitor in its capacity as monitor of BC Tree Fruits Cooperative (the "**Vendor**") and District of Lake Country (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**

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

Per: _____

Name:

Title:

Schedule "D"

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Schedule "E"

PERMITTED ENCUMBRANCES

Unless otherwise agreed in writing, title will be free and clear of all encumbrances, registrations and obligations except the following:

1. The reservations, limitations, provisions or conditions expressed in the original grants from the Crown and the statutory exceptions to title currently applicable to the Property;
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 Buyer; and
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Legal Notations

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THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29, MUNICIPAL ACT, SEE KH28138

Charges, Liens and Interests

Nature: UNDERSURFACE RIGHTS

Registration Number: 19038E

Registration Date and Time: 1930-07-24 10:18

Registered Owner: THE DIRECTOR OF SOLDIER SETTLEMENT

Remarks: INTER ALIA SEE 55200F OTHER THAN THOSE EXCEPTED BY THE CROWN

Nature: RIGHT OF WAY

Registration Number: K22615

Registration Date and Time: 1975-05-13 14:08

Registered Owner: WINFIELD AND OKANAGAN CENTRE IRRIGATION DISTRICT

Remarks: PART ON PLAN A11771

Nature: EASEMENT

Registration Number: CB969496

Registration Date and Time: 2023-10-17 13:29

Remarks: APPURTENANT TO THAT PART OF LOT 44, LOT 45 AND LOT 46 SHOWN ON PLAN 940F DISTRICT LOT 118 ODYD PLAN 457 EXCEPT PLAN 36673; AND LOT 2 SECTIONS 10 AND 11 TOWNSHIP 20 ODYD PLAN 4169