



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

EIGHTH REPORT OF THE MONITOR

ALVAREZ & MARSAL CANADA INC.

DECEMBER 30, 2024

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1.0 INTRODUCTION

- 1.1 On August 13, 2024, 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 Fruits 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. 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:
 - i. extend the Stay Period through to November 3, 2024;
 - ii. 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;
 - iii. 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;
 - iv. increase the Administration Charge, as defined in the Initial Order, from \$250,000 to \$500,000; and
 - v. increase the amount the Petitioners are authorized to borrow under a credit facility from the Interim Lender, Canadian Imperial Bank of Commerce (“**CIBC**”) and the corresponding Interim Lender’s Charge, as defined in the ARIO, from \$1.165 million to \$4.05 million;
 - b) an 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 (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

- c) an 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 October 4, 2024, upon application by the Monitor, this Honourable Court granted the following orders:
- a) a sale approval and vesting order (the “**Stonemark SAVO**”) approving the sale of 1200 Waddington Drive, Vernon, B.C. and certain inventory and equipment to Stonemark Investments Ltd. for a purchase price of \$3.2 million (the “**Stonemark Transaction**”). The Stonemark Transaction closed on October 11, 2024;
 - b) a sale approval and vesting order (the “**TerraLink SAVO**”) approving the sale of all commercial chemical and fertilizer inventory to TerraLink Horticulture Inc. for a purchase price equal to 60% of the book value of chemical inventory and 30% of the book value of fertilizer inventory (the “**Terralink Transaction**”). The Terralink Transaction closed on October 17, 2024; and
 - c) an order postponing BCTFC’s 2024 Annual General Meeting to April 30, 2025.
- 1.5 On October 15, 2024, upon application by the Monitor, this Honourable Court granted orders:
- a) approving the sale of 2605 Acland Road, Kelowna, B.C.; and
 - b) approving a liquidation agreement between the Monitor and Maynards Liquidation Group Inc. to market and sell the remaining inventory of the BCTF Group not subject to the TerraLink SAVO and the Stonemark SAVO.
- 1.6 On October 24, 2024, upon application by the Monitor, this Honourable Court granted an order authorizing BCTFC, GSC and the Monitor to enter into a Funding and Assignment Agreement with the B.C. Investment Agriculture Foundation (“**IAF**”), establishing a procedure to prove the claims of growers arising from the delivery of certain fruits to BCTFC (the “**Grower Claims**”) and authorizing the sale and assignment of the Grower Claims to IAF.
- 1.7 On October 31, 2024, upon application by the Monitor, this Honourable Court granted an order extending the Stay Period to December 13, 2024.
- 1.8 On November 27, 2024, upon application by the Monitor, this Honourable Court granted the following orders:

- a) an order approving the sale of 880 Vaughan Avenue, Kelowna, B.C. (the “**Vaughan Property**”). The sale of the Vaughan Property closed on December 11, 2024; and
 - b) an order approving the sale of 9718 Bottom Wood Lake Road, Creston, B.C. (the “**Lake Country Property**”). The sale of the Lake Country Property closed on December 11, 2024.
- 1.9 On December 10, 2024, upon application by the Monitor, this Honourable Court granted an order (i) extending the Stay Period to February 14, 2025, (ii) amending the Interim Financing Term Sheet and (iii) approving the agreement between BCTFC and Maynards Industries II Canada Ltd. to manage, market and sell equipment on site at the Vaughan Property.
- 1.10 Concurrently with filing this eighth report (the “**Eighth Report**”), the Monitor has filed an application seeking an order (the “**Creston Order**”) approving the sale of 754, 35th Avenue, Erickson, B.C. (the “**Creston Property**”).
- 1.11 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.

2.0 PURPOSE OF REPORT

- 2.1 This Eighth Report has been prepared by the Monitor to provide information to this Honourable Court in respect of the following:
- a) the marketing and proposed sale of the Creston Property; and
 - b) the recommendations of the Monitor in respect of the foregoing, as applicable.
- 2.2 This Eighth Report should be read in conjunction with the materials filed in the CCAA Proceedings (collectively, the “**Filed Materials**”), including 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 Eighth Report are expressed in Canadian dollars.

4.0 SALE OF CRESTON PROPERTY

4.1 Beginning on August 26, 2024, the Creston Property was marketed for sale as part of the GSC SISP. No offers for the Creston Property were received during the GSC SISP.

4.2 On September 4, 2024, the Monitor engaged Colliers Macaulay Nicolls Inc. (“**Colliers**”), to concurrently market for sale the Creston Property through a multiple listing services (“**MLS**”) contract (the “**Creston Listing Agreement**”).

4.3 The Creston Property, a 19.57-acre industrial site consisting of a combination of industrial (large warehouse) and agricultural land, was listed for sale on September 4, 2024 for \$2,350,000.

4.4 Colliers’ marketing efforts for the Creston Property included, among other things, organizing professional photographs, posting the listing on MLS, and distributing via email a property brochure and marketing communications to over 3,000 prospective buyers and brokers in Colliers’ database.

4.5 Colliers’ efforts resulted in two private viewing appointments, as well as phone calls and listing inquiries from interested parties requesting additional information. Colliers’ marketing report for the Creston Property is attached hereto as Appendix “A”.

4.6 On November 24, 2024, Shukin Orchards Ltd. (“**Shukin**”), represented by RE/MAX Blue Sky Realty (“**RE/MAX**”), presented an offer for the Creston Property in the amount of \$1.2 million. Upon review and in consultation with Colliers and CIBC, the Monitor engaged in negotiations with Shukin, and on November 29, 2024, the Monitor accepted an offer of \$1.9 million (the “**Original**

Creston Accepted Offer”). The Original Creston Accepted Offer did not proceed as the required deposits were not paid by Shukin.

- 4.7 On December 11, 2024, Shukin presented an offer for \$1.9 million for the Creston Property (the **“Final Creston Accepted Offer”**), substantially in line with the Original Creston Accepted Offer, and confirmation that a deposit of \$237,500 was held in a trust account with Rockies Law LLP . On December 12, 2024, the Monitor accepted the Final Creston Accepted Offer.
- 4.8 The key terms of the Final Creston Accepted Offer include, among other things, (i) the closing date is to be 14 days after Court approval; (ii) the property is to be sold on an “as-is – where, is” basis; (iii) the sale is subject to Court approval (to be sought within 30 days of acceptance); and (iv) in the event of a Third Party Sale (as defined in the Final Creston Accepted Offer), BCTFC shall, in addition to any other amount payable at law or equity, pay to the buyer a fee of \$25,000, in cash, within seven calendar days of the completion of the Third Party Sale.
- 4.9 A copy of the Final Creston Accepted Offer is attached hereto as Appendix “B”.
- 4.10 Pursuant to the Creston Listing Agreement, the Monitor has agreed to pay a total commission of 2% of the final purchase price, which for the Final Creston Accepted Offer is \$38,000, of which Colliers would receive \$28,500 and RE/MAX would receive \$9,500.
- 4.11 The Monitor supports the Final Creston Accepted Offer for the following reasons:
- a) the Final Creston Accepted Offer totaling \$1.9 million is the best offer received to date;
 - b) the Final Creston Accepted Offer has a near-term closing date;
 - c) the sale transaction will allow the Monitor to avoid incurring additional holding costs in respect of the Creston Property, including maintenance costs, preservation costs, statutory obligations (including property taxes) and professional fees; and
 - d) the secured lender, CIBC, is supportive of the sale.
- 4.12 It is the Monitor’s view that the Creston Property was marketed in an appropriate manner and the property has been exposed to the market for a reasonable amount of time. Given the current state of the real estate market for industrial commercial properties and stated interest rates, the Monitor views the transaction to be in the best interest of the creditors.

5.0 CONCLUSION AND RECOMMENDATIONS

- 5.1 The Monitor respectfully recommends that this Honourable Court grant the Creston Order.

All of which is respectfully submitted to this Honourable Court this 30th day of December, 2024.

Alvarez & Marsal Canada Inc.,

in its capacity as Monitor of

BC Tree Fruits Cooperative,

BC Tree Fruits Industries Limited and Growers Supply Company Limited



Per: Anthony Tillman
Senior Vice President



Per: Pinky Law
Vice President

Appendix A – Colliers’ marketing report for the Creston Property



December 16th, 2024

Alvarez & Marsal Canada

925 West Georgia Street, Suite 902
Vancouver, BC V6C 2L2

ATTN: Anthony Tillman, Pinky Law and Nishant Virmani

Re: 754 35TH Avenue, Erickson, BC | Summary of Marketing and Recommendation

Colliers is pleased to provide this final marketing report, offer review and broker recommendation for the property located at 754 35th Avenue, Erickson, BC (the "Property").

Overview of Marketing Campaign:

The Property was listed for sale with Colliers on September 4th, 2024. Over the course of the marketing period the following efforts were undertaken by Colliers to maximize the exposure of the Property and the sale price;

- **Listing Agreement** signed effective September 4th, 2024, at a listing price of \$2,350,000
- **MLS Listing** - ID#**2479514**
- **Colliers Canada website** - listing created – ID# **2016143** – 257 views to date
- **Property Brochure** - created for the Property
- **Data Room** - created with documents provided
- **Colliers Eblast** – September 11th, 2024 (+3,000 recipients)
- **MLS Commercial Eblast** – September 12th, 2024
(from Bill Randall account – sent to GVA – 845 Broker recipients)
- **MLS Commercial Eblast** – September 12th, 2024
(from Eric Weber's Account – sent to Okanagan brokers)
- **Signage** – 4x8 installed on site
- **Digital Ads** – Facebook and Instagram – (Campaign - September 26th, 2024 – October 10th, 2024) – to date the digital ads have received 5 interested hits
- **Print Advertising** – *Western Investor*
- **Direct phone calls and email correspondence** – with prospective buyers in key target areas in the community
- **Interested Parties** - 3
- **Tours** – Two tours

Market Feedback

We note that the Creston BC commercial real estate market is not considered to be an "active market" as evidenced by the limited number of enquires and property tours. The only written offer received during the 3.5 month listing term was from a local orchard operator, Shukin Orchards Ltd, who currently have the property under contact.

Summary of Recommended Offer

Buyer: Shukin Orchards Ltd.

Purchase Price: \$1,900,000.00

Initial Deposit \$237,500.00 – paid to Buyer's Lawyer – Rockies Law LLP

Conditions Subject to Court Approval

Closing Date: Fourteen (14) days upon Court Approval

This offer was fully accepted on December 12th, 2024 and is now firm and binding and subject only to Court approval. We are advised by the Buyer's agent that the \$237,500.00 deposit is being held in the Buyer's Lawyer trust account. The Property has been extensively marketed and as such we strongly recommend approval of this offer.

Sincerely,

Colliers



Bill Randall PREC

Executive Vice President
bill.randall@colliers.com
604 671 3077



Jennifer Darling

Senior Associate
jennifer.darling@colliers.com
778 837 5900



Eric Weber PREC

Vice President
eric.weber@colliers.com
250 212 8550



Mike Muncner

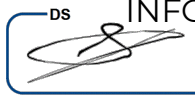
Associate
mike.muncner@colliers.com
236 457 4447



Hart Buck PREC

Senior Vice President
hart.buck@colliers.com
604 727 7001

Appendix B – Creston Accepted Offer



INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE COMMERCIAL REAL ESTATE



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

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

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

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

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

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

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

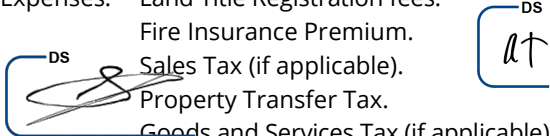
Costs to be Borne by the Seller

- Lawyer or Notary Fees and Expenses:
- attending to execution documents
- Costs of clearing title, including:
- discharge fees charged by encumbrance holders,
 - prepayment penalties.
- Real Estate Commission (plus GST).
- Goods and Services Tax (if applicable).

Costs to be Borne by the Buyer

- Lawyer or Notary Fees and Expenses:
- searching title,
 - investigating title,
 - drafting documents.
- Land Title Registration fees.
- Survey Certificate (if required).
- Costs of Mortgage, including:
- mortgage company's lawyer/notary,
 - appraisal (if applicable),
- Land Title Registration fees.
- Fire Insurance Premium.
- Sales Tax (if applicable).
- Property Transfer Tax.
- Goods and Services Tax (if applicable).

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

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



CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE


MLS® NO: **2479514**DATE: **December 11 2024**

PART 1 – INFORMATION SUMMARY

1. Prepared By			
1.1	Name of Brokerage RE/MAX Blue Sky Realty		
1.2	Brokerage Address 928 Baker Street	Cranbrook	BC V1C1A5 Phone No. (250) 428-2234
1.3	REALTOR®'s Name Tyler Hancock PREC*		
1.4	Personal Real Estate Corporation		
1.5	REALTOR®'s Email Address thancock@telus.net	Fax No. (250) 428-2526	
1.6	Brokerage Phone No. (250) 426-8700	Fax No. (250) 426-3600	
2. Parties to the Contract			
2.1	Seller BC Tree Fruits Cooperative, Inc. No. CP 2055		
	Seller _____		
	Seller _____		
2.2	Seller's Address 1473 Water Street Kelowna BC V1Y 1J6		
2.3	Seller's Phone No.	Fax No.	
2.4	Seller's Email Address		
2.5	Seller's Incorporation No.	2.6	Seller's GST No.
2.7	Buyer Shukin Orchards Ltd.		
	Buyer _____		
	Buyer _____		
2.8	Buyer's Address 319 33rd Ave South Erickson BC V0B 1G1		
2.9	Buyer's Phone No. 250-428-6052	Fax No.	
2.10	Buyer's Email Address kenshukin@gmail.com		
2.11	Buyer's Incorporation No. BC0236245	2.12	Buyer's GST No. 104845425RT0001
3. Property			
3.1	Civic Address of Property	724 35th Avenue South	Erickson V0B 1G9
3.2	Legal Description of Property Lot A District Lots 5617 and 9640 Kootenay District Plan NEP74260		
	PID 025-774-778		

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BUYER'S INITIALS

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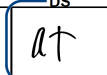
SELLER'S INITIALS

PROPERTY ADDRESS

4. Purchase Price	\$1,900,000.00	Clause
4.1		
One Million Nine Hundred Thousand	Dollars	14
5. Deposit		Clause
5.1 Deposit to be provided by the following date: <input type="checkbox"/> within 48 hours of acceptance of offer or counter-offer <input type="checkbox"/> date _____ <input checked="" type="checkbox"/> other <u>Currently held by Rockies Law Cranbrook BC</u>		15
5.2 Amount of Deposit \$237,500.00	Two Hundred Thirty-Seven Thousand Five Hundred	15
5.3 Deposit to be paid in trust to Rockies Law Cranbrook BC		15
6. Completion Date		
6.1 Completion Date January 20 2025		17
7. Possession Date		
7.1 Possession Date January 20 2025		18
7.2 Vacant Possession <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7.3 All Existing Tenancies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	18
8. Adjustment Date		
8.1 Adjustment Date January 20 2025		19
9. Viewing Date		
9.1 Viewing Date January 20 2025		21
10. Agency Disclosure		
10.1 Seller's Designated Agent	REALTOR® <u>Eric Weber , Buck Hart</u> REALTOR® <u>Mike Muncner</u> Brokerage <u>Colliers</u>	38A
10.2 Buyer's Designated Agent	REALTOR® <u>Tyler Hancock, ABR, PREC*</u> REALTOR® _____ Brokerage <u>Remax Blue Sky</u>	38B
10.3 Limited Dual Agency Designated Agent	REALTOR® _____ REALTOR® _____ Brokerage _____	38C
10.4 Date of Limited Dual Agency Agreement		38C



BUYER'S INITIALS



SELLER'S INITIALS

PROPERTY ADDRESS

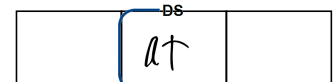
11. Acceptance		
11.1 Offer Open Until – Date December 13 2024	Time 5:00 pm	44
12. Schedules		
15 Deposit	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	15
16A Buyer's Conditions	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	16
16B Seller's Conditions	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	16
18 Accepted Tenancies	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	18
20A Additional Included Items	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	20
20B Excluded Items	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	20
22 Additional Permitted Encumbrances	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	22
23 Additional Seller's Warranties and Representations	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	23
24 Additional Buyer's Warranties and Representations	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	24
40 Additional Terms	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	40

PART 2 – TERMS

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



BUYER'S INITIALS



SELLER'S INITIALS

PROPERTY ADDRESS


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

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

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

DS


BUYER'S INITIALS

DS



SELLER'S INITIALS

PROPERTY ADDRESS

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

DS

 BUYER'S INITIALS


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 SELLER'S INITIALS

PROPERTY ADDRESS

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

DS

 BUYER'S INITIALS

DS

 SELLER'S INITIALS

PROPERTY ADDRESS

DS		
	at	
	INITIALS	

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

DS		
	[Signature]	
	INITIALS	

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

INITIALS

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

INITIALS

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

INITIALS

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

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

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

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

41. ACCEPTANCE IRREVOCABLE:

DS		
	[Signature]	
	BUYER'S INITIALS	

SEAL

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

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

DS		
	at	
	SELLER'S INITIALS	

SEAL

DS		
	[Signature]	
	BUYER'S INITIALS	

DS		
	at	
	SELLER'S INITIALS	

PROPERTY ADDRESS

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

DocuSigned by:

 BUYER 99E7035B6CB0414...

Shukin Orchards Ltd.

PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

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

12/12/2024 | 12:26 PM PST


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

The Seller declares their residency:

RESIDENT OF CANADA


 INITIALS

NON-RESIDENT OF CANADA


 INITIALS

as defined under the *Income Tax Act*.

DocuSigned by:

 SELLER AA6AACF632EB41D...

BC Tree Fruits Cooperative, Inc. No. CP 2055

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

*PREC represents Personal Real Estate Corporation

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

BC 2053 REV. NOV 2023

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COMMERCIAL CONTRACT OF
PURCHASE AND SALE ADDENDUM

MULTIPLE LISTING SERVICE®

MLS® No. 2479514 DATE December/11/2024 PAGE OF PAGES

This form is to be used to add conditions and clauses to the Commercial Contract of Purchase and Sale.

RE: ADDRESS 724 35th Avenue South
Erickson V0B 1G9

FURTHER TO THE COMMERCIAL CONTRACT OF PURCHASE AND SALE DATED December/11/2024

MADE BETWEEN BC Tree Fruits Cooperative, Inc. No. CP 2055 AS SELLER(S), AND
Shukin Orchards Ltd. AS BUYER(S) AND COVERING

THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:
Purchase price of the land and buildings to be \$1,900,000.00 (one million nine hundred thousand dollars)

In this Agreement, "Third Party Sale" means a direct or indirect transfer of all or any of the Property to a party other than the Buyer, whether by the Seller or any other person acting on behalf of the Seller, and includes but is not limited to a redemption of all or any part of any mortgage over the Property.

Notwithstanding any other provision of this Agreement to the contrary, in the event of a Third Party Sale, Seller shall, in addition to any other amount payable at law or equity, pay to the Buyer a fee (the "Break Fee") of \$25,000.00, in cash, within seven calendar days of the completion of the Third Party Sale. Seller hereby expressly acknowledges that the Break Fee is fair and reasonable and waives any objection at law or equity it may make in connection with the Break Fee.

ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE SAID COMMERCIAL CONTRACT OF PURCHASE AND SALE REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

WITNESS	BUYER	DocuSigned by: Kenneth Shukin 99E7035B6CB0414 Shukin Orchards Ltd.
WITNESS	BUYER	DocuSigned by:
WITNESS	SELLER	Anthony Tillman AA6AACF632EB41D BC Tree Fruits Cooperative, Inc. No. CP 2055
WITNESS	SELLER	

- 1 -
SCHEDULE A-1

TO THE AGREEMENT OF PURCHASE AND SALE

BETWEEN

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

(SELLER)

AND:

SHUKIN ORCHARDS LTD.

(BUYER)

RE:

754-35th Ave S., Creston, British Columbia
(MUNICIPAL ADDRESS OF PROPERTY)

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 "A-1" and the Contract, the terms of this Schedule "A-1" 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 **Appendix "A"**, 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 completion date contemplated by this agreement. 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 being offered 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.

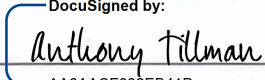
13. The Seller, as party having conduct of sale of the Property pursuant to the ARIO, is not and will not be liable to the Buyer, nor to anyone claiming by through or under the Buyer, for any damages, costs or expenses, including but not limited to damage caused to the Buyer by the registered owner(s) 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

- 3

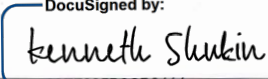
complete the sale in any event. The Seller will make reasonable efforts to obtain a Writ of Possession or similar Court order, and the Buyer acknowledges that this process may take a considerable period of time.

SELLER:

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 capacity)

SIGNED:  DocuSigned by:
AA6AACF632EB41D...
NAME: Anthony Tillman
DATE: 12/12/2024 | 12:26 PM PST

BUYER:

SIGNED:  DocuSigned by:
99E7035B6CB0414...
NAME: KENNETH SHUKIN FOR SHUKIN ORCHARDS LTD.
DATE: 12/11/2024

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District Land Title Office	NELSON NELSON		
Title Number From Title Number	CA3969949 CA937613		
Application Received	2014-09-19		
Application Entered	2014-09-25		
Registered Owner in Fee Simple Registered Owner/Mailing Address:	BC TREE FRUITS COOPERATIVE, INC.NO. CP-2055 1473 WATER STREET KELOWNA, BC V1Y 1J6		
Taxation Authority	Nelson Trail Assessment Area		
Description of Land Parcel Identifier: Legal Description:	025-774-778 LOT A DISTRICT LOTS 5617 AND 9640 KOOTENAY DISTRICT PLAN NEP74260		
Legal Notations	THIS TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE KT167200		
Charges, Liens and Interests			
Nature:	EASEMENT		
Registration Number:	U2573		
Registration Date and Time:	1985-02-05 13:44		
Remarks:	PART PLAN 16428 APPURTENANT TO LOT 4 PLAN 3006		
Nature:	COVENANT		
Registration Number:	KV128088		
Registration Date and Time:	2003-10-20 12:53		
Registered Owner:	INTERIOR HEALTH AUTHORITY REGIONAL DISTRICT OF CENTRAL KOOTENAY		

TITLE SEARCH PRINT

2024-12-05, 08:08:41
Requestor: Deda Pliska

File Reference:

Nature: COVENANT
Registration Number: KV128089
Registration Date and Time: 2003-10-20 12:53
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF CENTRAL KOOTENAY
Remarks: PART ON PLAN NEP74261

Nature: MORTGAGE
Registration Number: CA945413
Registration Date and Time: 2008-10-15 10:25
Registered Owner: CANADIAN IMPERIAL BANK OF COMMERCE
Remarks: INTER ALIA
EXTENDED BY CA2926030
EXTENDED BY CA2926030
EXTENDED BY CA7803437
MODIFIED BY CB1095332

Nature: ASSIGNMENT OF RENTS
Registration Number: CA945414
Registration Date and Time: 2008-10-15 10:25
Registered Owner: CANADIAN IMPERIAL BANK OF COMMERCE
Remarks: INTER ALIA
EXTENDED BY CA2926031
EXTENDED BY CA2926031
EXTENDED BY CA7803438

Nature: MODIFICATION
Registration Number: CB1095332
Registration Date and Time: 2023-12-27 09:13
Remarks: INTER ALIA
MODIFICATION OF CA945413

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE