

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

JAN 31 2025

ENTERED



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 of Interim Financing, Charge, and Stay Extension)**

BEFORE THE HONOURABLE )  
JUSTICE GROPPER ) January 31, 2025

ON THE APPLICATION OF Alvarez & Marsal Canada Inc. in its capacity as monitor of the Petitioners (in such capacity, the “**Monitor**”) coming on for hearing at Vancouver, British Columbia on this date; AND ON HEARING those counsel listed in Schedule “A” attached hereto; AND UPON READING the material filed, including the Ninth Report of the Monitor dated January 29, 2025; 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 this notice of application and supporting materials is hereby abridged such that the notice of 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 Amended and Restated Initial Order granted herein on August 26, 2024 (the “**ARIO**”).

## INTERIM FINANCING

3. The Petitioners are hereby authorized and empowered to obtain and borrow under a credit facility from Pillar Capital Corp (the “**New Interim Lender**”) provided that borrowings under such credit facility (the “**Interim Lending Facility**”) shall not exceed \$5,000,000 unless permitted by further Order of this Court.
4. The Interim Lending Facility shall be on the terms and subject to the conditions set forth in the term sheet made as between the Petitioners and the New Interim Lender dated as of January 21, 2024, a copy of which attached as Appendix “B” to the Ninth Report of the Monitor dated January 29, 2025 (the “**Interim Financing Term Sheet**”).
5. The Petitioners are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the Interim Financing Term Sheet or as may be reasonably required by the New Interim Lender pursuant to the terms thereof, and the Petitioners are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the New Interim Lender under and pursuant to the Interim Financing Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.
6. The New Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the “**New Interim Lender’s Charge**”) on the Property. The New Interim Lender's Charge shall not secure an obligation that exists before this Order is made. The New Interim Lender’s Charge shall have the priority set out in paragraphs 9 and 10 hereof.
7. Notwithstanding any other provision of this Order:
  - (a) the New Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the New Interim Lender’s Charge or any of the Definitive Documents;
  - (b) upon the occurrence of an event of default under any of the Definitive Documents or the New Interim Lender’s Charge, the New Interim Lender, may cease making

advances to the Petitioners and set off and/or consolidate any amounts owing by the New Interim Lender to the Petitioners against the obligations of the Petitioners to the New Interim Lender under the Interim Financing Term Sheet, the Definitive Documents or the New Interim Lender's Charge, and upon three (3) business days notice to the Petitioners and the Monitor, may exercise any and all of its rights and remedies against the Petitioners or the Property under or pursuant to the Interim Financing Term Sheet, Definitive Documents and the New Interim Lender's Charge, including without limitation, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Petitioners and for the appointment of a trustee in bankruptcy of the Petitioners; and

- (c) the foregoing rights and remedies of the New Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Petitioners or the Property.
8. The New Interim Lender, in such capacity, shall be treated as unaffected in any plan of arrangement or compromise filed by the Petitioners under the CCAA, or any proposal filed by the Petitioners under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

#### **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

9. The priorities of the Charges, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000);

Second – ranking *pari passu*, the Interim Lender's Charge and the New Interim Lender's Charge;

Third – the CIBC Indebtedness;

Fourth – Director's Charge (to the maximum amount of \$350,000); and

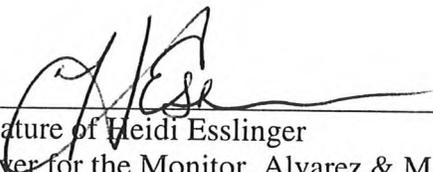
Fifth – Representative Counsel Charge (as defined in the Order Made After Application (Representative Order), granted August 26, 2024, as amended, restated, or supplemented from time to time).

10. The New Interim Lender's Charge shall have, *mutatis mutandis*, the same protections and restrictions under the ARIO as the other Charges, including those set out in paragraphs 53 – 57 of the ARIO.

**STAY EXTENSION**

11. The Stay Period provided for in the ARIO is hereby extended to and including August 29, 2025.
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:

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

BY THE COURT



REGISTRAR



**SCHEDULE "A"**  
**COUNSEL APPEARING**

<b>Name of Party</b>	<b>Counsel Name</b>
Alvarez & Marsal Canada Inc. in its capacity as monitor of the Petitioners	Heidi Esslinger
The Petitioners	Howard Gorman + Nathan Jones
BC Tree Fruits Cooperative members	representative - Christian Garton

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