



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

TWELFTH REPORT OF THE MONITOR

ALVAREZ & MARSAL CANADA INC.

MAY 8, 2025

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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 The Stay Period has since been extended on a number of occasions, most recently to August 29, 2025 pursuant to an order granted by the Court on January 29, 2025.
- 1.3 On August 26, 2024, the Court granted 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.
- 1.4 The Court has granted a number of orders authorizing the sale of certain of the Petitioners’ real properties and other assets, all of which transactions have completed.
- 1.5 Concurrently with filing this twelfth report (the “**Twelfth Report**”) the Monitor has filed an application seeking an order (the “**Approval and Vesting Order**”) approving the Wildstone APA and the Transaction (subsequently defined), which would result in the sale of substantially all of the Petitioners’ remaining real property and other assets.
- 1.6 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 Twelfth Report has been prepared by the Monitor to provide information to this Honourable Court in respect of the following:

- a) a comparison of the actual receipts and disbursements of the Petitioners as compared to the projected cash flow (the “**Fourth Cash Flow Forecast**”) for the period January 20 to April 13, 2025;
 - b) the proposed sale of substantially all of the remaining assets of the BCTF Group; and
 - c) the recommendations of the Monitor in respect of the foregoing, as applicable.
- 2.2 This Twelfth 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 Twelfth Report are expressed in Canadian dollars.

4.0 CASH FLOW VARIANCE FOR THE PERIOD ENDED APRIL 13, 2025

- 4.1 As part of the ongoing oversight and monitoring of the business and financial affairs of the BCTF Group, the Monitor has set up a weekly cash flow review protocol with the Petitioners to compare actual cash flows against the Fourth Cash Flow Forecast. The Petitioners’ actual cash receipts and

disbursements compared to the Fourth Cash Flow Forecast during the period January 20 to April 13, 2025 (the “Reporting Period”) is summarized below.

BC Tree Fruits Cooperative & Growers Supply Company Limited Budget vs Actual Reporting for the period January 20, 2025 to April 13, 2025 (C\$000s)				
	Cumulative			
	13-Apr Actual	13-Apr Forecast		Var \$
Receipts				
AR collections and sales	\$ 875	\$ 506	\$	369
Rent Collections	91	135		(44)
Bin Sales	189	-		189
Pillar DIP	2,000	2,500		(500)
Total Receipts	3,154	3,141		14
Disbursements				
Payroll, benefits and payroll taxes	421	340		(80)
Board Payments	9	27		18
Utilities/telephone/internet	94	117		23
Other general and administrative costs	293	295		2
GST/PST	367	500		134
Contingency	-	120		120
Total Disbursements	1,183	1,400		216
Operating Cash Flows	1,971	1,741		230
CCAA disbursements				
Professional fees	598	1,032		434
CIBC DIP fees and interest	43	-		(43)
CIBC debt repayment	3,026	3,333		307
Pillar DIP Fees and Interest	371	58		(313)
Total CCAA disbursements	4,038	4,423		386
Other receipts & disbursements				
Asset Sales (Creston)	1,858	1,800		58
Asset Sales (Sexsmith)	18,262	-		18,262
BCTF/GSC Letter of credit	(290)	(290)		-
Pillar DIP Repayment	(1,748)	-		(1,748)
Total other receipts	18,082	1,510		16,572
Net Cash Flow	16,015	(1,173)		17,188
Bank Balances				
Opening	1,549	1,529		20
Deposit	21,236	2,658		18,578
Draw	(5,221)	(3,331)		(1,890)
Closing	17,564	856		16,708

4.2 The Petitioners experienced a net favorable cash flow variance of \$17.2 million during the Reporting Period, primarily as a result of the following:

- collections were \$14,000 higher than anticipated, largely due to collection of aged AR and proceeds from the liquidation of the assets located at the Vaughan Property, offset by delayed rent collections and a smaller than anticipated draw on the Pillar DIP facility;
- disbursements for board payments and GST/PST payments were \$18,000 and \$134,000, respectively, lower than anticipated due to timing differences;

- c) professional fees were \$434,000 lower than anticipated due to timing differences;
- d) CIBC DIP Fees and Interest were \$43,000 higher than anticipated due to timing delays in paying down the CIBC DIP facility;
- e) CIBC DIP Repayment was \$307,000 lower than anticipated due to lower utilization of the DIP facility;
- f) Pillar DIP Fees and Interest were \$313,000 higher than anticipated due to the lender requiring an interest reserve which ultimately reduced the amount owing upon repayment of the facility (total cost of facilities were \$119,000); and
- g) other receipts and disbursements of \$18.1 million including:
 - a. proceeds from asset sales totaling approximately \$20.2 million from the sale of the Creston Property (\$1.9 million) and the lands located at 3335 and 3345 Sexsmith Road, Kelowna, B.C. and 3670 Highway 97, Kelowna B.C. (collectively, the “**Sexsmith Property**”) (\$18.3 million);
 - b. payment of \$290,000 to be held in trust in lieu of a letter of credit that was cancelled; and
 - c. \$1.7 million for the repayment of the Pillar DIP Facility following the sale of the Sexsmith Property.

4.3 As a result of the sale of the Sexsmith Property, the Pillar DIP was repaid in full on April 7, 2025.

4.4 As at April 13, 2025, the Petitioners’ bank accounts and the Monitor’s trust accounts held a combined total of \$17.6 million in cash and guaranteed investment certificates.

5.0 THE WILDSTONE APA

5.1 As noted in the Eleventh Report of the Monitor dated April 23, 2025 (the “**Eleventh Report**”), following the completion of the sale of the Sexsmith Property, the following significant assets (the “**Remaining Assets**”) remain to be in possession of the BCTF Group:

- a) the fruit packing facility in Oliver, B.C. (includes lands, equipment and apple bins); (the “**Oliver Packing Plant**”);
- b) the controlled atmosphere storage facility in Keremeos, B.C. (includes lands, equipment and apple bins) (the “**Keremeos Property**”);
- c) the controlled atmosphere storage facility in Summerland, B.C. (includes lands, equipment and apple bins) (the “**Summerland Property**”); and
- d) various intellectual property, including trademarks of BCTFC and GSC (the “**Intellectual Property**”).

5.2 The Monitor re-commenced marketing of the Remaining Assets on March 5, 2025. During the sales process, 92 interested parties were contacted. 31 new parties executed Confidentiality Agreements and in total 73 parties, including the past participants in the SISPs, were provided with access to the data room. Of the 73 parties, 45 accessed the data room, and 13 parties conducted site visits. The Monitor received 28 bids from 24 parties by the bid deadline of March 31, 2025. Of the 28 bids, 6 were offers for parcels which included real property (of which one of the bids was an *en bloc* bid), 4 were liquidation proposals, and the remainder were for specific equipment such as the fruit packing lines and bins, and intangibles.

5.3 A summary of the bids received, with offerors' names redacted, is presented below:

Summary of Offers Received - as at March 31, 2025		
\$CAD		
Bid	Offer	Assets
<u>Offers Received on Real Property</u>		
1a	\$ 21,500,000	En bloc offer
1b	13,100,000	Keremeos Property and Summerland Property
2	7,800,000	Summerland Property
3	3,600,000	Summerland Property
4	1,450,000	Keremeos Property
5a	3,100,900	Keremeos Property
<u>Other Offers</u>		
5b	1,100,900	Apple line. Offer contingent on the success of bid 5a
6	2,000,000	Full cherry line, 8,500 plastic half-bins, 20 forklifts
7	1,101,417	All equipment and bins
8	544,000	Cherry optical sizer, 1,000 wooden full-bins
9	441,250	6,850 plastic full-bins and 1,000 plastic half-bins
10	369,800	Cherry line components and bins
11	356,300	Cherry line components and bins
12	264,500	Cherry line components and bins
13	193,492	1,428 wood full-bins, 500 plastic half-bins, hydrocooler
14	106,800	600 plastic full-bins and 300 plastic half-bins
15	75,000	Hydrocooler
16 - 22	2,500 to 45,000	Various equipment, bins and/or intangible assets
23 - 26	Auction proposals	All equipment and bins

5.4 As shown in the table above, no individual bids (i.e. non-*en-bloc* bids) were received for the Oliver Packing Plant or much of the apple line assets. Accordingly, there was no combination of bids that would culminate in a sale of all of the BCTF Group's remaining assets. Additionally, the potential value to be obtained from the Oliver Packing Plant, after removal of individual assets if a piecemeal approach was adopted (e.g. if the sale of the cherry line and specific assets were sold separately),

was expected to be less than the incremental value obtained for the Oliver Packing Plant from the Winning Bid (as subsequently defined).

- 5.5 Upon review of all bids received and potential realization strategies, the Monitor, in consultation with Management, selected the *en bloc* bid from Wildstone Capital Ltd. (“**Wildstone**” or the “**Purchaser**”) as the winning bidder, and engaged in further price negotiations with Wildstone. As a result of the further negotiations, Wildstone increased its bid from \$21.5 million to \$22.75 million, and the Monitor accepted Wildstone’s bid as the winning bid (the “**Winning Bid**”).
- 5.6 The Monitor, on behalf of BCTFC and GSC, and Wildstone advanced the Winning Bid, culminating in a definitive Offer to Purchase and Agreement of Purchase and Sale (the “**Wildstone APA**”), which was executed by BCTFC, GSC (by the Monitor on their behalves) and the Purchaser on May 1, 2025.
- 5.7 A copy of the Wildstone APA is attached hereto as Appendix “A”. Capitalized terms used hereafter and not defined herein have the meanings ascribed to them in the Wildstone APA.
- 5.8 The key terms of the Wildstone APA are summarized below:

Wildstone APA – Key Terms	
Purchaser	Wildstone Capital Ltd.
Purchase Price	\$22.75 million.
Deposit Received	\$2.15 million.
Purchased Assets	<p>All of right, title and interest in and to the following:</p> <ul style="list-style-type: none"> - the Real Property (i.e. the Oliver Packing Plant, the Summerland Property and the Keremeos Property); - the Equipment located at the Real Property; - the Inventory, being packing supplies, located at the Real Property; - the Business Records; and - the Intellectual Property.
Excluded Assets	<ul style="list-style-type: none"> - Accounts Receivable; - all Actions and Claims that BCTFC and GSC have or may have, including, without limitation, against any employee, contractor, agent, consultant, executive, customer or supplier of BCTFC or GSC irrespective of whether such Action or Claim arose before or after the date of this Agreement;

Wildstone APA – Key Terms	
	<ul style="list-style-type: none"> - the Wax Unit; - the Mapper Software; and - all shares of capital stock, securities or other equity interests in any entity.
Assumed contracts	Two Equipment Leases between BCTFC and RCAP Leasing Inc., with respect to certain computer equipment.
Mutual Condition Date	May 16, 2025 or as extended pursuant to the terms of the APA.
Closing Date	May 30, 2025 or any other date as may be agreed to in writing by the Monitor and the Purchaser, or as extended pursuant to the terms of the APA.
Other Select Terms	<ul style="list-style-type: none"> - the Purchaser to provide reasonable access to the Business Records to the Monitor post-closing, and maintain the Business Records for the Monitor’s examination until at least the later of (i) the seventh (7th) anniversary of the Closing Date, and (ii) 60 days after the expiration of any period imposed by Applicable Laws; and - the Purchaser must not assign the Wildstone APA without prior written consent of BCTFC and GSC. Notice of assignment must be provided to BCTFC and GSC no later than two Business Days prior to the Mutual Condition Date, among other things.

- 5.9 The transaction contemplated by the Wildstone APA (the “**Transaction**”) is being effected on an “as-is, where-is” basis, with limited representations by BCTF and GSC. The Wildstone APA and the Transaction are both subject to approval by this Honourable Court.
- 5.10 The Wildstone APA does not contemplate the acquisition of BCTF Group’s outstanding Accounts Receivable. The Monitor, with assistance from Management, will continue its collection efforts in respect of the Accounts Receivable, including but not limited to commencing legal proceedings, as required, to recover these receivables.
- 5.11 The Monitor supports the Wildstone APA for the following reasons:
- a) the Wildstone APA offer of \$22.75 million is the highest and best offer received through the Monitor’s various sales processes. When selecting the Winning Bid, the Monitor compared the

potential aggregate value from various individual bids to Wildstone's *en bloc* bid, and the Winning Bid of \$22.75 million is the highest and best offer;

- b) the Monitor does not believe that any further marketing efforts will result in a superior offer for the BCTF Group's remaining assets;
- c) the Transaction is contemplated to close shortly after Court approval, on May 30, 2025. The Purchaser requested an early closing as it intends to commence packing operations with the acquired assets during the 2025 fruit-packing season, which may start as soon as June 2025 (for cherries). The Transaction would re-open packing and storage capacity for growers in the Okanagan area;
- d) a deposit in the amount of \$2.15 million was received by the Monitor in trust on March 31, 2025. The Transaction is not subject to financing conditions, and the Monitor understands that the Purchaser has the financial wherewithal to close the Transaction;
- e) the Monitor commenced the Claims Process on May 2, 2025. Based on available books and records of the BCTF Group, known claims against the Petitioners total approximately \$20.7 million. While the Claims Process is still in progress, unless the final Proven Claims are significantly higher than the currently known claims, the Monitor expects that it would be in a position to repay all outstanding claims against the BCTF Group with cash on hand (approximately \$17 million) and proceeds from the Transaction (gross proceeds of \$22.75 million); and
- f) the Transaction will allow the Monitor to avoid incurring additional holding costs for the Oliver Packing Plant, the Keremeos Property, and the Summerland Property, including preservation costs, statutory obligations (including property taxes) and professional fees.

5.12 While the Monitor is supportive of the Wildstone APA and the Transaction, it is also aware that the Purchaser and the members of BCTFC are currently negotiating to potentially amend the structure of the Transaction. In the event an agreement is reached between the parties before the Closing Date, the Monitor will provide a further report to this Honourable Court, as necessary.

6.0 CONCLUSION AND RECOMMENDATIONS

6.1 The Monitor respectfully recommends that this Honourable Court grant the Approval and Vesting Order.

All of which is respectfully submitted to this Honourable Court this 8th day of May, 2025.

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

A handwritten signature in black ink, appearing to read 'Anthony Tillman', written in a cursive style.

Per: Anthony Tillman
Senior Vice President

A handwritten signature in black ink, appearing to read 'Pinky Law', written in a cursive style with a long horizontal line extending to the right.

Per: Pinky Law
Vice President

Appendix A – the Wildstone APA

OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of the 1st day of May, 2025

BETWEEN:

WILDSTONE CAPITAL LTD., a company incorporated pursuant to the laws of British Columbia, and having a registered office at 409 Ellis Street, Penticton, British Columbia V2A 4M1

(the “**Purchaser**”)

AND:

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

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

WHEREAS:

- A. Pursuant to an order made on August 13, 2024 (the “**Initial Order**”), subsequently amended and restated by a further order made on August 26, 2024 (as amended and restated, the “**ARIO**”), the Supreme Court of British Columbia (the “**Court**”) granted BCTFC, GSC and BC Tree Fruits Industries Limited (collectively, the “**BCTF Group**”) protection from their creditors and appointed the Monitor as monitor of the BCTF Group, all under the provisions of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985 c. C-36 (the “**CCAA**”, and the BCTF Groups’ proceedings under the CCAA, the “**CCAA Proceedings**”).
- B. Pursuant to a further order made in the CCAA Proceedings on August 26, 2024, the Court approved sales and investment solicitation processes in respect of the assets and undertakings of the BCTF Group (together, the “**SISPs**”) and authorized and directed the Monitor and BCTF Group to do all things necessary or desirable to perform their obligations under and carry out the SISPs.
- C. Subject to the approval of the Court (the “**Court Approval**”), the Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, the Purchased Assets (as defined herein), upon and subject to the terms and conditions set out in this Agreement (the “**Sale Transaction**”).

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, the Vendor and the Purchaser hereby covenant, acknowledge and agree as follows:

ARTICLE 1.
DEFINITIONS

1.1 The following terms shall have the following meanings in this Agreement:

- (a) **“Acceptance Date”** means the date this Agreement is executed and accepted by the Vendor and the Purchaser.
- (b) **“Accounts Receivable”** means all accounts receivable, trade accounts, and other debts owing to BCTFC or GSC.
- (c) **“Actions”** means any Claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, notice of assessment, notice or reassessment or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity.
- (d) **“Affiliate”** means, in respect of any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership or voting securities, by contract or otherwise.
- (e) **“Agreement”** means this Offer to Purchase and Agreement of Purchase and Sale, and all schedules and exhibits attached hereto, in each case as the same as may be supplemented, amended, restated or replaced from time to time in accordance with the terms hereof.
- (f) **“Approval and Vesting Order”** means an order issued by the Court in the CCAA Proceedings approving this Agreement and the transactions contemplated by this Agreement, and conveying to the Purchaser and/or the Purchaser’s permitted assign(s) all of the Vendor’s right, title and interest in and to the Purchased Assets free and clear of all Encumbrances other than the Permitted Encumbrances, which order shall be substantially in the form of order attached hereto as Schedule C (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 Monitor and the Purchaser).
- (g) **“Applicable Laws”** means, with respect to any person or property, any federal provincial, municipal or local statute, law, ordinance, regulation, by-law or order applicable to or binding upon such person or property or to which that person or property is subject;
- (h) **“Approved Equipment Leases”** means those Equipment Leases approved by the Purchaser in accordance with Section 6.3 and **“Approved Equipment Lease”** means any one of the Approved Equipment Leases.
- (i) **“ARIO”** has the meaning ascribed thereto in Recital A.

- (j) **“Assignment of Lease”** has the meaning ascribed thereto in Section 7.1(i).
- (k) **“BCTFC”** has the meaning ascribed thereto in the preamble.
- (l) **“BCTF Group”** has the meaning ascribed thereto in Recital A.
- (m) **“Buildings”** means all buildings, structures and improvements on the Lands; and **“Building”** means any one of the Buildings.
- (n) **“Business”** means the business carried on by BCTFC.
- (o) **“Business Day”** means any day that is not a Saturday, Sunday, Boxing Day, Easter Monday or statutory holiday in British Columbia.
- (p) **“Business Records”** means all documents, files, records, reports, agreements, plans, specifications, drawings, surveys and correspondence in electronic form or physically located at the Oliver Property in the possession or control of the Vendor relating to any of the Purchased Assets, including, without limitation, all grower, customer, and employee data, but excluding all Excluded Assets.
- (q) **“CCAA”** has the meaning ascribed thereto in Recital A.
- (r) **“CCAA Proceedings”** has the meaning ascribed thereto in Recital A.
- (s) **“Certified Vesting Order”** has the meaning ascribed thereto in Section 7.1(a).
- (t) **“Claims”** means any claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a solicitor and client basis, interest, demands and actions of any nature or any kind whatsoever, and **“Claim”** means any of the foregoing.
- (u) **“Closing”** means the successful completion of the Sale Transaction.
- (v) **“Closing Date”** means May 15, 2025 or any other date as may be agreed to in writing by the Monitor and Purchaser, or as extended pursuant to Section 10.13.
- (w) **“Closing Payment”** has the meaning ascribed thereto in Section 2.6(b).
- (x) **“Contaminants”** means any substance, including without limitation urea formaldehyde, hydrocarbons, lead, polychlorinated biphenyls (**“PCB’s”**), asbestos, vermiculite, mould, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, hazardous wastes, wastes (including wood waste), pesticides, defoliants, and any material, including without limitation radioactive materials, asbestos-containing materials, PCB-containing equipment or materials, underground or above-ground tanks, and any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or a combination of any of them, the storage, manufacture, disposal, handling, treatment, generation, use, transport, remediation or release into or presence in, the

environment of which is now or hereinafter prohibited, controlled or regulated under Environmental Laws.

- (y) “**Court**” has the meaning ascribed thereto in Recital A.
- (z) “**Court Approval**” has the meaning ascribed thereto in Recital C.
- (aa) “**Deposit**” has the meaning ascribed thereto in Section 2.5.
- (bb) “**Encumbrances**” means 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, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by any order of the Court in the CCAA Proceedings; (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 encumbrances enumerated in Schedule H attached hereto, but however excluding the Permitted Encumbrances.
- (cc) “**Environmental Condition**” means:
 - (i) the presence at any time before or after the date of this Agreement of any Contaminants in, on, at or under the Real Property;
 - (ii) the release at any time before or after the date of this Agreement of any Contaminants to, or from the Real Property;
 - (iii) the presence at any time before or after the date of this Agreement of any Contaminants in, on, at or under any land, water, groundwater, sediments or building, improvement or structure other than the Real Property where such Contaminants originated from, or otherwise resulted from any operation or activity on, the Real Property before or after the date of this Agreement; and
 - (iv) any damage, contamination, pollution, impairment, alteration, destruction of or injury to, human health or safety or to the environment resulting from any activity, operation, act or omission of any kind whatsoever on, at or relating to the Real Property before or after the date of this Agreement including damage, contamination, pollution, impairment, alteration or destruction of or injury to fish, fish habitat, wildlife, biota, crops, livestock, lands, soil, air (including indoor air), water, sediments, groundwater and drinking water supplies at, on or of the environment.
- (dd) “**Environmental Laws**” means all applicable federal, provincial, state, municipal and local laws, statutes, ordinances, by-laws, codes and regulations, including *The*

Environmental Management Act (British Columbia), and the *Environmental Protection Act* (Canada).

- (ee) **“Equipment”** means the machinery, tools, vehicles, implements, fixtures, appliances, and other tangible personal property used in the maintenance, management or operation of the Real Property, including, without limitation, the Leased Equipment and the equipment which is set out in Schedule D, but excluding any Excluded Assets.
- (ff) **“Equipment Leases”** means:
 - (i) the lease contract #372063-430100 dated as of September 27, 2021, between BCTFC, as lessee, and RCAP Leasing Inc., as lessor, with respect to the computer equipment more particularly described therein; and
 - (ii) the lease contract #372063-426578 dated as of June 20, 2021, between BCTFC, as lessee, and RCAP Leasing Inc., as lessor, with respect to the computer equipment more particularly described therein.
- (gg) **“Estoppel Certificate”** means the certificate in the form attached hereto as Schedule I (which may include non-material changes made by the Tenant and approved by the Purchaser and the Purchaser’s Solicitors, acting reasonably) or where applicable, the form required under the Lease (which includes a form satisfying the criteria specified under the Lease notwithstanding that an actual form of estoppel may not be attached);
- (hh) **“Excluded Assets”** has the meaning ascribed thereto in Section 2.8.
- (ii) **“Governmental Authority”** means (i) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise), (ii) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government, (iii) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions, and (iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.
- (jj) **“GST”** means the goods and services tax imposed under the *Excise Tax Act* (Canada).
- (kk) **“GST Certificate”** has the meaning ascribed thereto in Section 9.5.
- (ll) **“Initial Order”** has the meaning ascribed thereto in Recital A.

- (mm) **“Intellectual Property”** means all intellectual property and proprietary rights of any kind currently owned by BCTFC and GSC, including the following: (a) trademarks, service marks, trade names, slogans, logos, designs, symbols, trade dress, internet domain names, uniform resource identifies, rights in design, brand names, any fictitious names, d/b/a’s or similar filings related thereto, or any variant of any of them, and other similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (b) copyrights and copyrightable subject matter (including any registration and applications for any of the foregoing); (c) trade secrets and other confidential or proprietary business information (including manufacturing and production processes and techniques, research and development information, technology, intangibles, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information), know how, proprietary processes, formulae, algorithms, models, industrial property rights, and methodologies; (d) computer software, computer programs, and databases, which may include all access and login information and information respecting permits, licenses, export controlled goods (whether in source code, object code or other form); (e) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at law or equity associated therewith; (f) all websites, Internet protocol addresses, and domain names associated with the business of BCTFC and GSC; and (g) all applications therefor, including all licences and similar rights used by or granted to BCTFC and GSC, including, without limitation, the intellectual property and proprietary rights that are set out in Schedule F, but excluding any Excluded Assets.
- (nn) **“Interim Period”** has the meaning ascribed thereto in Section 4.1(e).
- (oo) **“Inventory”** means the inventories of every kind owned by BCTFC whether or not they are located on the Real Property including raw materials, packaging materials, work-in-progress and finished goods, including, without limitation, the inventories that are set out in Schedule E, but excluding any Excluded Assets.
- (pp) **“Keremeos Property”** has the meaning ascribed thereto in Schedule A attached hereto.
- (qq) **“Land Title Office”** means that certain land title office applicable to the Real Property.
- (rr) **“Lands”** means the lands set out in Schedule A attached hereto.
- (ss) **“Lease”** means the Lease Agreement made as of May 1, 2021, between BCTFC, as landlord, and the Tenant, as tenant, with respect to the Tenant’s lease of the Summerland Property.
- (tt) **“Leased Equipment”** means all leased computer equipment which is the subject of an Equipment Lease.

- (uu) “**Mapper Software**” means the tracking system software used by the Vendor in connection with its grower accounts.
- (vv) “**Melissen Group**” means, collectively, Mark Melissen, Mike Melissen, and Jim Morrison.
- (ww) “**Monitor**” has the meaning ascribed thereto in the preamble.
- (xx) “**Monitor’s Solicitors**” means Fasken Martineau DuMoulin LLP.
- (yy) “**Mutual Condition**” means the mutual condition in Section 3.1.
- (zz) “**Mutual Condition Date**” means May 7, 2025.
- (aaa) “**Oliver Property**” has the meaning ascribed thereto in Schedule A attached hereto.
- (bbb) “**Parties**” means the Purchaser and the Vendor, and “**Party**” means any one of them.
- (ccc) “**Permitted Encumbrances**” means the encumbrances set out in Schedule B attached hereto.
- (ddd) “**Person**” means an individual, partnership (limited or general), corporation, trust, unincorporated organization, government or any department or agency thereof, and the successors and assigns thereof or the heirs, executors, administrators or other legal representatives of an individual.
- (eee) “**Personal Information**” means any factual or subjective information recorded or not about an employee, contractor, agent, consultant, officer, director, executive, customer or supplier of GSC or BCTFC who is a natural person, or about any other identifiable individual, including any record that can be manipulated, liked or matched by a reasonably foreseeable method to identify an individual, but does not include the name, title, or business address of an employee of an organization.
- (fff) “**PST**” has the meaning given to it in Section 9.6.
- (ggg) “**Purchase Price**” has the meaning ascribed thereto in Section 2.2.
- (hhh) “**Purchased Assets**” means:
- (i) all of the Vendor’s right, title and interest in and to the following:
 - A. the Equipment;
 - B. the Inventory;
 - C. the Real Property;
 - D. the Business Records; and

E. the Intellectual Property.

- (iii) **“Purchaser”** has the meaning ascribed thereto in the preamble.
- (jjj) **“Purchaser’s Solicitors”** means Dentons Canada LLP or such other firm of solicitors or agents as are retained by the Purchaser from time to time and written notice of which is provided to the Monitor and the Monitor’s Solicitors.
- (kkk) **“Real Property”** means, collectively, the Lands and the Buildings.
- (lll) **“Related Entity”** means any Person in which the Melissen Group, directly or indirectly, has at least a 25% ownership interest.
- (mmm) **“Sale Transaction”** has the meaning given to it in Recital C.
- (nnn) **“SISPs”** has the meaning ascribed thereto in Recital C.
- (ooo) **“Summerland Property”** has the meaning ascribed thereto in Schedule A attached hereto.
- (ppp) **“Tenant”** means Mission Bottle Washing Co.
- (qqq) **“Vendor”** has the meaning ascribed thereto in the preamble.
- (rrr) **“Wax Unit”** means that certain wax unit from ‘old line 2’ located in the maintenance shop at the Oliver Property.

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

Schedule A	Lands/Real Property
Schedule B	Permitted Encumbrances
Schedule C	Form of Approval and Vesting Order
Schedule D	Equipment
Schedule E	Inventory
Schedule F	Intellectual Property
Schedule G	Allocation of Purchase Price
Schedule H	Encumbrances to be Deleted / Expunged from Title to Real Property
Schedule I	Estoppel Certificate

ARTICLE 2.

PURCHASE AND SALE

2.1 **Purchase and Sale.** The Purchaser hereby agrees to purchase the Purchased Assets from the Vendor on the terms and conditions set forth herein and the Vendor agrees to sell the Purchased Assets to the Purchaser on the terms and conditions set forth herein. The Purchaser and the Vendor acknowledge that the Purchased Assets shall be purchased by the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances.

- 2.2 **Purchase Price.** The purchase price (the “**Purchase Price**”) for the Purchased Assets is Twenty Two Million Seven Hundred Fifty Thousand Dollars (\$22,750,000.00) (exclusive of any taxes payable), subject to adjustment pursuant to Section 6.1.
- 2.3 **Allocation of Purchase Price.** The Monitor and the Purchaser agree to the allocation of the Purchase Price among the Purchased Assets described in Schedule G.
- 2.4 **Responsibility for Land Registry Fees and Property Transfer Tax.** The Purchaser will be responsible for and shall pay in full all registration fees and will be required to pay the British Columbia Property Transfer Tax and any other amounts which may be payable with respect to any documents registered in connection with the Sale Transaction. Each party will pay for its own legal fees.
- 2.5 **Deposit.** The Purchaser has paid to the Monitor on behalf of the Vendor, in trust, prior to the execution and delivery of this Agreement, the amount of Two Million One Hundred Forty Nine Thousand Nine Hundred Ninety-Five Dollars (\$2,149,995.00), representing a deposit (the “**Deposit**”) to be held in trust by the Monitor in a non-interest-bearing trust account. The Deposit will be dealt with as follows:
- (a) applied in accordance with Section 2.6(a) in the event the Closing occurs;
 - (b) if, after the Mutual Condition is satisfied, and if the Vendor is not in default of any of its obligations under this Agreement and the Purchaser fails to complete the Sale Transaction in accordance with this Agreement or if the Purchaser repudiates this Agreement, then the Deposit will be forfeited to the Monitor, without prejudice to any other rights or remedies of the Monitor whether at law or equity;
 - (c) if the Mutual Condition is not satisfied within the time period contemplated herein, the Deposit will be returned to the Purchaser forthwith without any deduction, as the sole remedy of the Purchaser against the Vendor; or
 - (d) if, after the Mutual Condition is satisfied, and if the Purchaser is not in default of any of its obligations under this Agreement and the Vendor fails to complete the Sale Transaction in accordance with this Agreement or if the Vendor validly repudiates this Agreement, then the Deposit will be returned to the Purchaser forthwith without any deduction, without prejudice to any equitable remedies of the Purchaser, such as specific performance.
- 2.6 **Payment of Purchase Price.** The Purchase Price will be paid by the Purchaser to the Vendor in accordance with this Agreement as follows:
- (a) the Deposit will be applied against payment of the Purchase Price contemporaneously with Closing; and
 - (b) provided that the Mutual Condition has been satisfied in accordance with Section 3.1, the balance of the Purchase Price (as adjusted in accordance with this Agreement, the “**Closing Payment**”), after applying the Deposit, will be paid by the Purchaser’s Solicitors to the Monitor’s Solicitors on the Closing Date in

accordance with the terms of this Agreement.

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

- (a) the Monitor is subject to the jurisdiction and discretion of the Court to entertain other offers and the Monitor is required to abide by any further orders the Court may make regarding the Purchased Assets;
- (b) the Monitor is obligated only to apply to the Court in the CCAA Proceedings for the Approval and Vesting Order and recommend approval in its Monitor's report on the basis that there was a Court approved sale and investment solicitation process that was followed and, along with the Monitor's subsequent efforts to seek an offer, resulted in this Agreement being selected by the Monitor as the best offer; provided that if a superior offer for the Purchased Assets (a "**Competing Offer**") is presented to the Court at the hearing of such application, thereafter, the Monitor: (i) is not obligated to advocate for the approval of this Agreement over such Competing Offer; and (ii) will not advocate for the approval of such Competing Offer;
- (c) pursuant to its fiduciary and other common law duties as a monitor and court officer, if the Court requires the Monitor to report or comment on or assess the merits of any other offers in respect of the Purchased Assets, nothing in this Agreement will preclude the Monitor from doing so; and
- (d) if the Court declines to grant, vacates, sets aside or varies the Approval and Vesting Order for any reason whatsoever, the Monitor will not be liable to the Purchaser or any other Person in any way whatsoever.

2.8 **Excluded Assets.** Notwithstanding anything to the contrary contained in this Agreement, expressly excluded from the Purchased Assets are all of the Vendor's right, title, and interest in and to any property and assets save and except the Purchased Assets, including the following (collectively, the "**Excluded Assets**"):

- (a) the Accounts Receivable;
- (b) all Actions and Claims that the Vendor has or may have, including, without limitation, against any employee, contractor, agent, consultant, executive, customer or supplier of BCTFC or GSC irrespective of whether such Action or Claim arose before or after the date of this Agreement;

- (c) the Wax Unit;
- (d) the Mapper Software; and
- (e) all shares of capital stock, securities or other equity interests in any entity.

2.9 **Post-Closing Access to Business Records and Leased Equipment.** Following the Closing Date, the Purchaser will:

- (a) provide access to any Business Records reasonably required by the Monitor in order to prepare and file any tax returns or to perform its obligations as monitor of the BCTF Group;
- (b) provide the Vendor with uninterrupted access to and use of the Leased Equipment; and
- (c) maintain the Business Records for the Monitor's examination until at least the later of (i) the seventh (7th) anniversary of the Closing Date, and (ii) sixty (60) days after the expiration of any period imposed by Applicable Laws.

2.10 **Mapper Software Data.** As soon as reasonably practicable following the Closing Date, the Vendor will export and provide the Purchaser with an electronic copy of all information and data from the Mapper Software.

ARTICLE 3. CONDITION PRECEDENT

3.1 **Mutual Condition Precedent.** The obligation of the Vendor and the Purchaser to complete the sale and purchase of the Purchased Assets on the Closing Date is subject to the mutual condition (the "**Mutual Condition**") for the benefit of both the Vendor and the Purchaser that on or before the Mutual Condition Date, the Monitor will have obtained Court Approval and the Approval and Vesting Order.

The Mutual Condition is for the mutual benefit of both parties 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 Purchaser's and the Vendor's obligation to complete the Sale Transaction pursuant to this Agreement will be at an end.

3.2 **Appeal.** The Purchaser and the Monitor shall oppose an appeal of the Approval and Vesting Order. In the event any variation is sought or leave to appeal is sought, an appeal is taken or a stay pending appeal is requested with respect to the Approval and Vesting Order, the Vendor shall promptly notify the Purchaser of such application for leave to appeal, appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice(s) or order(s). If the Approval and Vesting Order is made by the Court, then the Parties will complete the Sale Transaction without regard to any appeal or application

for leave to appeal to vary or set aside the Approval and Vesting Order by any person, unless the Approval and Vesting Order has been stayed by further Court order.

ARTICLE 4.
REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 **Vendor's Representations, Warranties and Covenants.** The Vendor hereby represents, warrants and covenants as follows:

- (a) the Monitor has, subject to Court Approval being obtained, the necessary power, authority and capacity to enter into this Agreement and to carry out its obligations as Vendor under this Agreement;
- (b) this Agreement has been, and at Closing, the Closing Documents will be, duly executed and delivered by the Vendor and, subject to Court Approval being obtained, constitute valid and binding obligations of the Vendor enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity;
- (c) to the Vendor's knowledge, without investigation or inquiry:
 - (i) BCTFC is the sole legal and beneficial owner of the Real Property;
 - (ii) the Vendor has not received any written notice of and has no knowledge of any proposed expropriation affecting the Real Property or any part thereof;
 - (iii) the Vendor has not received any written notice of any violation of any Environmental Laws relating to the Real Property;
 - (iv) except for the Lease, the Vendor is not aware of any lease or sublease, offer to lease or sublease, tenancy agreement, licence, or other agreement to part with or share possession of all or any portion of the Real Property with the Tenant or any other Person;
 - (v) as of the date hereof, neither the Tenant nor BCTFC have delivered any written notice of termination under the Lease;
 - (vi) there is no right of first offer or first refusal or option to purchase or any similar right in favour of the Tenant or any tenant or co-owner or lender or any party to purchase the Real Property or acquire any interest in the Real Property;
- (d) to the extent known and due on or prior to the Closing Date, all taxes, rates, levies and assessments in respect of the Real Property will either be paid in full or adjusted in accordance with this Agreement;

- (e) during the period between the date hereof and the Closing Date (the “**Interim Period**”), subject to the ARIO and any other order made by the Court in the CCAA Proceedings, the Vendor shall:
- (i) use commercially reasonable efforts to maintain and manage the Real Property in accordance with standard industry practice, maintaining in full force and effect all existing insurance coverage in respect of the Real Property (provided that the Purchaser acknowledges and agrees that the Vendor makes no representations or warranties whatsoever as to the adequacy or sufficiency of such coverage);
 - (ii) notify the Purchaser if the Vendor becomes aware that, after the date of this Agreement, any of its representations or warranties in this Agreement become untrue or incorrect or if any covenants, terms or conditions in this Agreement are breached or cannot be performed;
 - (iii) not sell, lease, license, transfer or otherwise dispose of, or agree to sell, lease, license, transfer or otherwise dispose of, any of the Purchased Assets; and
 - (iv) permit the Purchaser and its authorized representatives to have access, at reasonable times and upon reasonable notice, for purposes consistent with this Agreement, to the Purchased Assets; provided that the Purchaser shall indemnify and save harmless the Vendor from any and all loss, cost or damage suffered as a direct result of the Purchaser exercising its rights pursuant to this clause.

4.2 **Survival of Vendor’s Representations, Warranties and Covenants.** The Vendor agrees that all representations, warranties and covenants set forth in this Agreement shall be true and correct on and as at the Closing Date as though made or given on such date, and that all such representations and warranties and all covenants, agreements and obligations of the Vendor hereunder shall not be discharged by nor merged in the closing of the transactions required and contemplated herein but shall survive such closing for a period of one year and, notwithstanding such closing, shall remain in full force and effect for the benefit of the Purchaser for a period of one year from the Closing Date.

4.3 **Purchaser’s Representations and Warranties.** The Purchaser hereby represents, warrants and covenants as follows:

- (a) the Purchaser is duly incorporated and validly existing under the laws of its jurisdiction of incorporation, and is in good standing thereunder with respect to the filing of annual reports;
- (b) the Purchaser is duly qualified to purchase and own the Purchased Assets and has full power, authority and capacity to enter into this Agreement and to carry out the transactions contemplated herein;

- (c) all necessary corporate action on the part of the directors and shareholders of the Purchaser has been taken, or will have been taken as of the Closing Date, to authorize and approve the execution and delivery of this Agreement, the purchase of the Purchased Assets and the performance and observance of the Purchaser's obligations under this Agreement;
- (d) the execution, delivery and performance by the Purchaser of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not (i) result in a violation or breach of any provision of the constating documents of the Purchaser; or (ii) result in a violation or breach of any provision of any Applicable Laws or order of any Governmental Authority;
- (e) the Purchaser is not a "non-resident" of Canada for the purposes of the *Income Tax Act* (Canada);
- (f) the Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada) or the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) and the regulations made thereunder, and will not be as of the Closing Date;
- (g) there is no action or proceeding pending or to the Purchaser's knowledge threatened against the Purchaser before any court, arbiter, arbitrator panel or administrative tribunal or agency which, if decided adversely to the Purchaser, might materially affect the Purchaser's ability to perform any of the Purchaser's obligations hereunder; and
- (h) 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 Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of any of the Purchaser's obligations hereunder.

4.4 **Covenants of the Purchaser.** The Purchaser will at all times comply with all Applicable Laws governing the protection of personal information with respect to Personal Information disclosed or otherwise provided to the Purchaser by the Vendor under this Agreement, and without limiting the foregoing:

- (a) prior to Closing:
 - (i) at all times, comply with all Applicable Laws governing the protection of personal information with respect to Personal Information disclosed or otherwise provided to the Purchaser by the Vendor under this Agreement, and without limiting the foregoing
 - (ii) the Purchaser shall safeguard all Personal Information collected from the Vendor in a manner consistent with the degree of sensitivity of the Personal Information and maintain at all times the security and integrity of the Personal Information; and

- (iii) if the Sale Transaction does not complete for any reason the Purchaser shall return all Personal Information to the Vendor or, at the Monitor's request, destroy such Personal Information at its own expense; and
- (b) following Closing:
 - (i) the Purchaser shall not use or disclose the Personal Information for any purposes or as otherwise permitted or required by Applicable Laws;
 - (ii) the Purchaser shall give effect to any withdrawal of consent with respect to Personal Information; and
 - (iii) if and to the extent required by Applicable Law, the Purchaser shall notify in writing those individuals whose Personal Information was disclosed in connection with the Sale Transaction that (i) the Sale Transaction has been completed, and (ii) Personal Information about them was disclosed to the Purchaser in connection with the Sale Transaction.

- 4.5 **Employment.** The Purchaser may, in its sole discretion, make offers of employment to any of the Employees. "Employees" means all personnel employed, engaged or retained by the Vendor in connection with the Business.
- 4.6 **Survival of Purchaser's Representations, Warranties and Covenants.** The Purchaser agrees that all representations, warranties and covenants set forth in this Agreement shall be true and correct on and as at the Closing Date as though made or given on such date and that all such representations and warranties and all covenants, agreements and obligations of the Purchaser hereunder shall not be discharged by nor merged in the closing of the transactions required and contemplated herein but shall survive such closing for a period of one year and, notwithstanding such closing, shall remain in full force and effect for the benefit of the Vendor for a period of one year from the Closing Date.
- 4.7 **As Is/Where Is.** The Purchaser acknowledges that the Purchased Assets are being purchased "as is, where is" as of the time of actual possession without warranty of any kind including, without limitation, warranties of merchantability and/or fitness for a particular purpose, and saves the Vendor harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Purchased Assets, and agrees to accept the Purchased Assets 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 agreement and easements. The Purchaser must satisfy itself, and accept the Purchased Assets, on a strictly "as is, where is" basis and on the other terms of this Agreement, and upon Closing will be taking the Purchased Assets at its own risk without any representations therefor. If the Vendor has provided the Purchaser with any physical, environmental, financial or other reports or information regarding the Purchased Assets, which, for greater certainty, the Vendor is under no obligation to do, the Purchaser acknowledges and agrees that the Vendor has not made any warranty or representation regarding such information and any use that the Purchaser or others may make of such information is strictly at the Purchaser's own risk.

ARTICLE 5.

RISK

- 5.1 **Risk.** The Purchased Assets will be at the risk of the Vendor until Closing and thereafter at the risk of the Purchaser.
- 5.2 **Environmental Condition of Property.** The Purchaser hereby acknowledges and agrees that:
- (a) The Vendor has not made any representation or warranty whatsoever as to the suitability of the Real Property (including any improvements thereon) for the Purchaser's intended purposes, or the extent to which the Real Property complies with applicable zoning, health or safety standards or Applicable Laws.
 - (b) The Purchaser is acquiring the Real Property on an "as is and where is" basis, without any representation or warranty by the Vendor with respect to the Real

Property's compliance with Environmental Laws or with respect to the Environmental Condition of the Real Property, and the Purchaser acknowledges and agrees that the Purchaser is responsible to satisfy itself, and to rely on its own investigations to verify, the existence and extent of any Contaminants in, on or migrating to or from the Real Property and that the Environmental Condition of the Real Property is otherwise satisfactory.

- (c) The Purchaser does hereby irrevocably release and forever discharge the Vendor and each of their respective directors, officers, agents and employees from any and all Actions and Claims that the Purchaser has or may have against the Vendor in connection with the Environmental Condition of the Real Property, any Contaminants located on the Real Property or migrating onto the Real Property or from the Real Property or any breach of any Environmental Laws irrespective of whether such Claim arose before or after the Purchaser's acquisition of the Real Property pursuant to this Agreement.
- (d) The Purchaser agrees that it shall not directly or indirectly commence or assert or pursue or threaten to commence, assert or pursue any type of Claim (including an order issued by a Governmental Authority) against the Vendor relating to the Environmental Condition of or any environmental matter or issue involving the Real Property including the location of any Contaminants thereon or migrating thereon or therefrom.
- (e) The Vendor and the Purchaser acknowledge and confirm that the provisions of this Section 5.2 constitute an agreement between them that is a private agreement respecting liability for Contaminants on, in, at or under or released to, at or from the Real Property or otherwise associated with the Real Property and any contamination of adjacent properties and waters resulting from such Contamination or remediation of the Real Property; and
- (f) The terms of this Section 5.2 shall survive completion of the sale of the Purchased Assets to the Purchaser.

5.3 **Site Disclosure Reports.** The Purchaser hereby waives any requirement for the Vendor to provide the Purchaser with a Site Disclosure Report under the *Environmental Management Act* (British Columbia) or any regulation in respect thereof.

ARTICLE 6.

ADJUSTMENTS AND POSSESSION

6.1 **Adjustments.** The Purchase Price shall be subject to adjustment for property taxes and any other items of income and expense usually the subject of adjustment between a vendor and purchaser of real property similar to the Real Property, calculated as at the Closing Date. The Vendor will be responsible for and shall pay in full all local improvement taxes, rates, utilities, levies, assessments and other charges levied, assessed or charged against the Purchased Assets and due up to the Closing Date and the Purchaser shall assume and be

responsible for all local improvement taxes, rates, utilities, assessments and other charges levied or charged against the Purchased Assets after the Closing Date.

- 6.2 **Possession.** Possession shall occur and shall be governed by operation of and pursuant to the terms of the Approval and Vesting Order and any further order of the Court. The Vendor covenants that, on Closing, vacant possession of the Real Property shall be given to the Purchaser, subject only to the Permitted Encumbrances, including the Lease. Notwithstanding the foregoing, the Purchaser acknowledges that the Monitor is not in possession of the Real Property and has no control over whether BCTFC or any persons in possession of the Real Property vacate the Real Property on the Closing Date (other than through the Approval and Vesting Order or any further order of the Court). The Purchaser acknowledges that if vacant possession, subject only to the Permitted Encumbrances, including the Lease, is not available on the Closing Date, it shall allow the Monitor a reasonable time to obtain vacant possession through a writ of possession.
- 6.3 **Approved Equipment Leases.** On or before the Mutual Condition Date, the Purchaser will provide the Vendor with written notice of any Equipment Lease(s) it wishes to assume on the Closing Date (each such Equipment Lease, an “**Approved Equipment Lease**”). Upon receipt from the Purchaser of such written notice, the Vendor shall use its commercially reasonable efforts to obtain any consent, approval or waiver required in connection with an assignment and assumption of any such Approved Equipment Leases.
- 6.4 **Consent from Third Parties.** The Purchaser acknowledges and confirms that if an Approved Equipment Lease is not transferable without consent of a third party by the terms of the applicable instruments, the Vendor shall use commercially reasonable efforts to obtain such consent prior to the Closing Date and, if such consent is not obtained by the Closing Date, the Monitor shall apply for and make commercially reasonable efforts to obtain an order of the Court in the CCAA Proceedings transferring or assigning, as applicable, such Approved Equipment Lease to the Purchaser. Notwithstanding anything to the contrary herein, except for the Approval and Vesting Order, it is the sole obligation of the Purchaser to obtain any third-party consents, permissions or approvals that are required in connection with the assignment of any Approved Equipment Leases at the Purchaser’s sole cost and expense. Upon providing prior written notice and sufficient documentary support to the Purchaser, all reasonable and necessary costs, fees and expenses that are incurred by the Vendor in order to effect an assignment to the Purchaser shall be the sole responsibility of the Purchaser, and the Purchaser agrees to pay on behalf of the Vendor any such reasonable and necessary costs, fees and expenses on a timely basis

ARTICLE 7. **PREPARATION OF CLOSING DOCUMENTS**

- 7.1 **Delivery of Closing Documents by Vendor.** On or before the Closing Date (or such earlier date as may be set out herein), the Vendor will cause the Monitor’s Solicitors to deliver to the Purchaser’s Solicitors the following documents, duly executed as applicable, to be dealt with pursuant to ARTICLE 8:

- (a) a Court-certified copy of the Approval and Vesting Order and any other orders of the Court as are necessary, all in a form registerable in all necessary offices required to effect the transfer of the Purchased Assets to the Purchaser and/or its permitted assign(s) subject only to the Permitted Encumbrances (the “**Certified Vesting Order**”). The Approval and Vesting Order shall describe the Purchaser exactly as the Purchaser appears on the first page of this Agreement, or as this Agreement may be assigned by the Purchaser prior to the Mutual Condition Date in accordance with Section 9.10, so the Purchaser and/or its permitted assign(s) shall appear as the owner(s) of the Real Property after Closing. The Vendor shall not be bound by any term of this Agreement describing the Purchaser otherwise, or allowing the Purchaser to complete the purchase with a different purchase entity, except as may be permitted under Section 9.10;
- (b) a letter from the Monitor’s Solicitors to the Land Title Survey Authority of British Columbia authorizing registration of the Approval and Vesting Order;
- (c) a Statement of Adjustments prepared in accordance with Section 6.1;
- (d) a general conveyance and assignment in respect of the Vendor’s right, title and interest in and to all other Purchased Assets;
- (e) a bill of sale in respect of the Vendor’s right, title and interest in and to the Equipment;
- (f) an assignment of warranties, indemnities and guarantees respecting the Purchased Assets;
- (g) an assignment and assumption of Permitted Encumbrances;
- (h) an assignment and assumption of the Approved Equipment Leases wherein the Purchaser assumes the rights and obligations under such Approved Equipment Leases and indemnifies the Vendor for all liability under such Approved Equipment Leases (but which for certainty will not include an indemnity from the Vendor to the Purchaser);
- (i) a specific assignment and assumption of the Lease (the “**Assignment of Lease**”), executed by the Vendor;
- (j) the Estoppel Certificate, executed by the Tenant and delivered to the Purchaser at least two (2) Business Days prior to the Closing Date. Provided the Vendor has used commercially reasonable efforts to deliver the Estoppel Certificate as aforesaid, the Purchaser hereby acknowledges and agrees that any failure by the Vendor to deliver the Estoppel Certificate in accordance with the terms of this Subsection 7.1(i) will not be a breach or default by the Vendor of this Agreement and the Parties hereto agree to complete the Sale Transaction notwithstanding the delivery status of the Estoppel Certificate;

- (k) a certificate of a representative of the Vendor, dated the Closing Date that, to the best of their knowledge, each of the warranties and representations of the Vendor set out in this Agreement is true and accurate on the Closing Date in all material respects; and
- (l) such further documentation relating to the completion of the transactions contemplated herein as the Purchaser may reasonably require.

7.2 **Delivery of Closing Documents by Purchaser.** On or before the Closing Date, the Purchaser will cause the Purchaser's Solicitors to deliver to the Monitor's Solicitors the following documents to be dealt with pursuant to ARTICLE 8:

- (a) any documents contemplated by Section 7.1 which require execution or delivery by the Purchaser, executed by the Purchaser;
- (b) a certificate of an officer of the Purchaser, dated the Closing Date that, to the best of their knowledge, each of the warranties and representations of the Purchaser set out in this Agreement is true and accurate on the Closing Date in all material respects;
- (c) the Assignment of Lease, executed by the Purchaser;
- (d) the GST Certificate, executed by the Purchaser; and
- (e) such other documents and assurances as may be reasonably required by the Monitor to give full effect to the intent and meaning of this Agreement.

7.3 **Preparation of Closing Documents.** The closing documents contemplated in Sections 7.1 and 7.2 other than the Approval and Vesting Order, will be prepared by the Purchaser's Solicitors and delivered to the Monitor's Solicitors at least five (5) Business Days prior to the Closing Date. All documents referred to in Sections 7.1 and 7.2 shall be in form and substance satisfactory to the solicitors for the party entitled to delivery thereof, acting reasonably.

ARTICLE 8.

CLOSING PROCEDURE

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

8.2 **Registration.** On the Closing Date, forthwith following the delivery by the Purchaser's Solicitors of the documents pursuant to Section 7.2 and the payment to the Purchaser's Solicitors referred to in Section 8.1 and after receipt by the Purchaser's Solicitors of the documents referred to in Section 7.1, the Purchaser will cause the Purchaser's Solicitors to file the Certified Vesting Order in the Land Title Office, and, if applicable, the Purchaser's mortgage.

8.3 **Closing.** Forthwith following the filings referred to in Section 8.2 and upon the Purchaser's Solicitors being satisfied as to the title to the Real Property, after conducting a post filing for registration check of the Real Property disclosing only the following:

- (a) the existing title numbers to the Real Property;
- (b) the Permitted Encumbrances;
- (c) pending numbers assigned to the Certified Vesting Order and, if applicable, the Purchaser's mortgage; and
- (d) pending numbers assigned to any additional documents deposited for registration by or at the direction of the Purchaser.

the Purchaser will cause the Closing Payment to be paid to the Monitor's Solicitors in trust by wire transfer of immediately available funds or as otherwise directed by the Approval and Vesting Order prior to the Closing Date, and thereupon the Purchaser's Solicitors shall be entitled to release the documents referred to in Section 7.1 to the Purchaser and the Monitor's Solicitors shall be entitled to release to the Vendor the documents referred to in Section 7.2.

8.4 **Concurrent Requirements.** It is a condition of this Agreement that all requirements of Sections 8.1 to 8.3 are concurrent requirements and it is specifically agreed that nothing will be completed on the Closing Date until everything required to be paid, executed and delivered on the Closing Date has been so paid, executed and delivered and until the Purchaser's Solicitors have satisfied themselves as to title pursuant to Section 8.3.

8.5 **Discharge of Encumbrances by Vendor.** If on the Closing Date there are any judgments, liens, claims of lien or other financial charges against title to the Purchased Assets which are not Permitted Encumbrances, the Vendor will not be required to clear the title to the Purchased Assets prior to the receipt of the net sales proceeds of the Purchased Assets, but will be obligated to do so forthwith following receipt of such net sales proceeds and, in that event, the Purchaser's Solicitors may pay the net sales proceeds to the Monitor's Solicitors on the condition that the Monitor's Solicitors undertake to discharge any such judgment, lien, claim of lien or other financial charge.

8.6 **Purchaser's Financing.** If the Purchaser is relying upon a new mortgage to finance the purchase of the Purchased Assets, the Purchaser, while still required to pay the Closing Payment on the Closing Date, may wait to pay the Closing Payment until after the Approval and Vesting Order and new mortgage documents have been filed in the Land Title Office and after receipt of the proceeds of such mortgage financing, but only if, before such filing, the Purchaser has:

- (a) made available for tender to the Monitor's Solicitors that portion of the Closing Payment not secured by the new mortgage;
- (b) fulfilled all the new mortgagee's conditions for funding except filing the mortgage for registration; and

- (c) made available to the Monitor's Solicitors, a lawyer's undertaking from the Purchaser's Solicitors to pay the Closing Payment upon the filing of the Approval and Vesting Order and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

For greater certainty, the Purchaser's obligation to pay the Closing Payment on the Closing Date and complete the Sale Transaction is not conditional on any such financing completing.

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

ARTICLE 9.

MISCELLANEOUS

- 9.1 **Notices.** Except as otherwise provided herein, a notice, demand or request required or permitted hereunder shall be sufficiently given if personally delivered or sent by e-mail or facsimile transmission to:

As to the Purchaser:

Wildstone Capital Ltd.
1 – 1101 Main Street
Penticton, B.C. V2A 4E3

Attention: Mark Melissen
E-mail: Mark@wildstone.com

copy to:

Dentons Canada LLP
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8

Attention: John Sandrelli and Brigham H. Jagger
E-mail: john.sandrelli@dentons.com and
brigham.jagger@dentons.com

As to the Vendor and/or Monitor:

Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustee
925 W Georgia Street, Unit 902
Vancouver B.C. V6C 3L2
Attention: Anthony Tillman and Pinky Law
E-mail: atillman@alvarezandmarsal.com and
pinky.law@alvarezandmarsal.com

copy to:

Fasken Martineau DuMoulin LLP
2900 – 550 Burrard Street
Vancouver, B.C. V6C 0A3
Attention: Kibben Jackson and Heidi Esslinger
E-mail: kjackson@fasken.com and hesslinger@fasken.com

and any such notice, demand or request shall be deemed to have been received at the time it was delivered in the case of delivery or at the time of transmission in the case of e-mail or facsimile transmission. Either party may change its address by written notice given to the other party in the manner aforesaid.

- 9.2 **Interpretation.** Words importing the singular number only shall include the plural, and vice versa, words importing the masculine gender shall include the feminine gender and neuter gender and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, government or governmental board, agency or instrumentality. The division of this Agreement into Sections and the Section headings are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
- 9.3 **Confidentiality.** Unless the transaction contemplated by this Agreement is completed, the Purchaser and Vendor will keep all negotiations regarding the Purchased Assets confidential and the Purchaser 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 Vendor, except that each of the Purchaser and the Vendor 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 Purchaser and the Vendor may disclose the same as required by law or in connection with the proposed sale and purchase of the Purchased Assets or in connection with any legal proceedings related to this Agreement. Furthermore, the Purchaser and the Vendor 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. The Purchaser and the Vendor agree to work cooperatively and in good faith to issue any such press or other publicity releases or communications as may reasonably be required in the best interests of the Sale Transaction and/or to obtain support for the Court Approval.
- 9.4 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- 9.5 **Goods and Services Tax.** The Purchaser represents and warrants to the Vendor 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 GST payable under the ETA in connection with the transactions contemplated by this Agreement. The Purchase Price does not include GST and the Purchaser will pay any GST payable with respect to the acquisition of the Purchased Assets in accordance with the ETA. On the Closing Date, the Purchaser will deliver to the Vendor a certificate (the "**GST Certificate**") of a senior officer of the Purchaser certifying, on behalf of the Purchaser and without personal liability (a) that the Purchaser is registered under Part IX of the ETA as of the Closing Date; (b) its registration number; and (c) that the Purchaser will account for, report and remit any GST payable in respect of the purchase of the Purchased Assets in accordance with the ETA. The Purchaser will indemnify and hold the Monitor, the Vendor and their directors, officers, employees, advisors and agents harmless from any liability under the ETA arising as a result of any breach of the ETA with respect to GST payable in respect of the Purchased Assets, this Section 9.5, the GST Certificate or any declaration made therein and such indemnity will survive Closing.

- 9.6 **Provincial Sales Tax.** The Purchaser acknowledges that it may be liable to pay British Columbia provincial sales tax (“PST”) in respect of its purchase of some or all of the Purchased Assets. To the extent permitted under the *Provincial Sales Tax Act* (British Columbia), the Purchaser will pay to the Monitor an amount equal, to the PST (if any) payable by the Purchaser and collectible by the Vendor in connection with the acquisition of the Purchased Assets on Closing together with the balance of the Purchase Price. The Purchaser will indemnify and hold the Vendor and their directors, officers, employees, advisors and agents harmless from any liability related to the Purchaser’s or the Vendor’s failure to account for, or report and remit such PST and such indemnity will survive Closing.
- 9.7 **Tax Election.** Notwithstanding the foregoing, the Vendor will cooperate with the Purchaser to execute any election available under Applicable Laws that may reduce or defer the amount or due date of any GST or other tax payable by the Purchaser provided such election will not result in any increased cost or tax liability for the Vendor. At the Closing, if available in respect of the Sale Transaction, each of the Vendor and the Purchaser shall execute jointly an election under subsection 167(1) of Part IX of the ETA, in the prescribed form and within the prescribed time therefor, in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such election with the Canada Revenue Agency.
- 9.8 **Further Assurances.** Each of the Vendor and the Purchaser shall from time to time execute and deliver all such further deeds, conveyances, transfers, documents and other instruments and do all acts and things as the other party may reasonably require in order to effectively transfer the Purchased Assets to the Purchaser and carry out the full intent and meaning of this Agreement. The provisions of this Section 9.8 shall survive and shall not merge on Closing.
- 9.9 **Governing Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any disputes concerning this Agreement or the subject matter thereof will be resolved by the Court in the CCAA Proceedings, and the Purchaser irrevocably attorns to the exclusive jurisdiction of the Court.
- 9.10 **Assignment.** Subject to this Section 9.10, the Purchaser must not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the Vendor, which consent may be withheld in the Vendor’s sole discretion. No assignment pursuant to this Section 9.10 will be effective unless and until the proposed assignee has entered in to an agreement with the Vendor, in form and substance satisfactory to the Parties, by which the proposed assignee covenants to be bound by the terms and conditions of this Agreement as if it was an original party to this Agreement in place of the Purchaser. The Vendor shall be entitled to any profit, if any, resulting from a permitted assignment by the Purchaser or any subsequent assignee. Notwithstanding the foregoing, the Purchaser may assign all of its rights, entitlements and obligations under this Agreement to one or more Affiliates or Related Entities without the consent of the Vendor as long as:

- (a) notice of such assignment is provided to the Vendor no later than two (2) Business Days prior to the Mutual Condition Date (as may be extended in accordance with Section 10.13);
 - (b) the Affiliate(s) or Related Entity(ies), as the case may be, of the Purchaser execute(s) and deliver(s) to the Vendor an agreement on terms satisfactory to the Parties, by which the Affiliate(s) or Related Entity(ies), as the case may be, agree(s) to be bound by and to perform and observe all of the terms and conditions of this Agreement binding upon and to be performed and observed by the Purchaser; and
 - (c) the Purchaser will remain jointly and severally liable with its Affiliate(s) or Related Entity(ies), as the case may be, for all obligations and liabilities of the Purchaser under this Agreement.
- 9.11 **Offer and Acceptance.** Acceptance of this Offer may be made by the Vendor e-mailing a PDF or faxing an accepted copy of this Offer to the Purchaser on or before 5:00 p.m. on May 1, 2025, failing which this Offer shall lapse and be terminated.
- 9.12 **Facsimile and Counterparts.** This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed to be an original by the parties executing such counterpart and all of which shall be considered one and the same instrument and may be delivered by electronic means.

ARTICLE 10.

SPECIAL TERMS

- 10.1 **Court Approval.** The Monitor agrees, subject to the other terms of this Agreement, to present this Agreement to the Court for Court Approval and recommend approval of same in its report, once all subject conditions, save for Court Approval, have been waived or declared fulfilled, and in so doing is not contractually or otherwise liable to the Purchaser or any other party in any way.
- 10.2 **No Representations.** The Purchaser acknowledges and agrees that the Monitor is not the owner of the Purchased Assets, and the Purchaser acknowledges and agrees that the Monitor makes no representations or warranties whatsoever with respect to the Purchased Assets. The Purchaser acknowledges and agrees that it has relied entirely upon its own inspection and investigation with respect to quantity, quality and value of the Purchased Assets, and that it may change between the date of viewing of the Purchased Assets and the Closing Date.
- 10.3 **Not the Owner.** The Purchaser acknowledges and agrees that the Monitor is not the registered owner of the Real Property and can make no representations as to the use of the Real Property, its occupancy or vacancy, or the residency of the registered owner. To the extent any information or declaration is made by the Monitor in respect of such matters and to enable closing, they are made on information and belief and are not to be relied upon by the Purchaser.

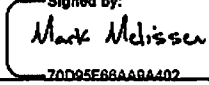
- 10.4 **Monitor's Capacity.** The Purchaser acknowledges that in entering into and carrying out the terms of this Agreement, the Monitor is acting in its capacity as the Monitor of the BCTFC Group, and will have no liability in connection with this Agreement whatsoever in its capacity as Monitor, in its personal or corporate capacity, or otherwise. The provisions of this Section 10.4 shall not merge on, but shall survive, Closing.
- 10.5 **Real Estate Commission.** The Vendor shall only be responsible for any real estate commission that may be payable as a result of a written agreement that the Vendor has entered into with its real estate agent in respect of the sale of the Purchased Assets.
- 10.6 **Income Tax Act.** The Monitor makes no representations as to residency of the registered owner of the Purchased Assets and will make no representations or declarations about that at Closing. The Purchaser hereby warrants and represents to the Monitor that the Purchaser has made reasonable Inquiry within the meaning of s. 116(5)(a) of the *Income Tax Act* and is satisfied that the registered owner(s) of the Purchased Assets are, or if more than one are, Canadian residents. The Purchaser agrees that upon Closing the Purchaser will pay to the Monitor, subject only to those adjustments to which the Monitor has agreed in writing, the full purchase price owing on the purchase under this Agreement without holdback under s. 116(5) of the *Income Tax Act* or related sections.
- 10.7 **No Personal Property.** The Purchaser acknowledges and agrees that any personal property or chattels remaining in the Real Property are taken by the Purchaser at their own risk and expense, without representation or warranty of any kind from the Monitor as to the ownership or state of repair of any such personal property or chattels.
- 10.8 **Damages.** The Monitor is not and will not be liable to the Purchaser nor to anyone claiming by, through or under the Purchaser for any damages, costs or expenses for damage caused to the Purchased Assets by the registered owner of the Purchased Assets or its tenants, guests, assigns, agents or by persons unknown.
- 10.9 **Competing Offers.** The Purchaser acknowledges and agrees that other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Agreement and such prospective purchasers may make competing offers which may be approved by the Court. To protect their interests in purchasing the Purchased Assts, the Purchaser acknowledges and agrees that they should attend at the Court hearing in person or by agent and be prepared there to make such amended or increased offer to purchase the Purchased Assets as the Court may permit or direct. Notwithstanding the foregoing, the Monitor hereby agrees not to negotiate with other potential purchasers or accept any offers with respect to a purchase of the Purchased Assets unless directed by the Court following the Court Approval hearing.
- 10.10 **Termination of Contract.** This Agreement may be terminated at the Monitor's sole option if at any time prior to Court Approval the Court makes an order which, in the Monitor's view, acting reasonably, precludes the Monitor from selling the Purchased Assets or otherwise seeking Court Approval, and in such event the Monitor shall have no further obligations or liability to the Purchaser under this Agreement or otherwise. This condition is for the sole benefit of the Monitor.

- 10.11 **Permitted Encumbrances** The Purchaser acknowledges and agrees that they are purchasing title in the Purchased Assets free and clear of all Encumbrances, including any encumbrances of the parties to the proceedings concerning the Purchased Assets brought by the Monitor in the Court, in accordance with the Approval and Vesting Order as may be made in the CCAA Proceedings 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, if any, and the Permitted Encumbrances, including the Lease.
- 10.12 **Property Disclosure Statement**. No property condition disclosure statement concerning the Real Property forms part of this Agreement, regardless of whether or not such a statement is attached to it.
- 10.13 **Extension of Mutual Condition Date and/or Closing Date**. The Monitor and the Purchaser may extend the Mutual Condition Date and/or the Closing Date by mutual agreement. Notwithstanding the foregoing, the Monitor may, in its sole discretion, extend the Mutual Condition Date and/or the Closing Date by up to ten (10) days. The Purchaser may, in its sole discretion and upon written notice to the Vendor delivered at least three (3) Business Days prior to the Closing Date, extend the Closing Date until May 30, 2025 at its own election or such later date as may be agreed to by the Monitor acting reasonably.

[Signature Page Follows]

DATED this 1st day of May, 2025

WILDSTONE CAPITAL LTD.

Per:  Signed by:
70D05F68A8A402

Name: **Mark Raymond Melissen**

Title: **Director, Secretary**

ACCEPTANCE:

The undersigned hereby accepts the above Offer on the terms and conditions contained herein.

DATED this 1st day of May, 2025.

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

Per: _____

Name:

Title:

DATED this 1st day of May, 2025

WILDSTONE CAPITAL LTD.

Per: _____

Name:

Title:

ACCEPTANCE:

The undersigned hereby accepts the above Offer on the terms and conditions contained herein.

DATED this 1st day of May, 2025.

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

Per:  _____
AA6AACF632EB41D...

Name:

Title:

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

Per: 
Name: Anthony Tillman
Title: Senior Vice President

SCHEDULE “A”
Real Property

1. Municipal Address: 327 Co-op Avenue, Oliver, B.C.

Legal Description: PID: 029-001-285
LOT A DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE
DISTRICT PLAN EPP25807

(the “**Co-Op Lands**”)
2. Municipal Address: 334 Packing House Lane, Oliver, B.C.

Legal Description: PID: 029-001-293
LOT B DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE
DISTRICT PLAN EPP25807

(the “**Packing House Lands**” and together with the Co-Op Lands, the
“**Oliver Property**”)
3. Municipal Address: 528 10th Avenue, Keremeos, B.C.

Legal Description: PID: 008-237-051
LOT 1 DISTRICT LOT 174 SIMILKAMEEN DIVISION YALE
DISTRICT PLAN 18668 EXCEPT PLAN KAP61843

(the “**Keremeos Property**”)
4. Municipal Address: 101 & 102 – 8911 Jubilee Road East, Summerland, B.C.

Legal Description: PID: 005-529-018
LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT
PLAN 25304

PID: 005-529-026
LOT 2 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT
PLAN 25304

PID: 009-868-135
LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT
PLAN 8244

(collectively, the “**Summerland Property**”, together with the Oliver
Property and the Keremeos Property, the “**Real Property**”)

SCHEDULE “B”
Permitted Encumbrances

1. The reservations, limitations, provisions or conditions expressed in the original grants from the Crown of any of the Lands and the statutory exceptions to title currently applicable to those Lands;
2. a Claim of right, title or jurisdiction which may be made or established by any aboriginal peoples by virtue of their status as aboriginal peoples to or over any lands;
3. liens for taxes, assessments, rates, duties, charges or levies not at the time due, which relate to obligations or liability assumed by the Purchaser;
4. the encumbrances listed below in respect of the Oliver Property:
 - (a) Legal Notations:
 - (i) Hereto Is Annexed Restrictive Covenant CA8634611 Over Lot 1 Plan KAP60396.
 - (ii) Hereto Is Annexed Easement CB513421 Over Lot B Plan EPP25807.
 - (iii) This Title May Be Affected By A Permit Under Part 14 Of The Local Government Act, See CB801230.
 - (b) Charges, Liens and Interests:
 - (i) The statutory right of way registered in favour of FortisBC Inc. (Incorporation No. PA-0000087) on March 21, 2016, with registration number CA5055966.
 - (ii) The easement registered on March 13, 2023, with registration number CB513420.
 - (iii) The statutory right of way registered in favour of the Town of Oliver on April 4, 1995, with registration number KJ25589.
 - (iv) The statutory right of way registered in favour of the Town of Oliver on October 21, 2005, with registration number KX150240.
 - (v) The easement registered on March 13, 2023, with registration number CB513421.
5. the encumbrances listed below in respect of the Keremeos Property:
 - (a) Legal Notations:
 - (i) This Title May Be Affected By A Permit Under Part 26 Of The Municipal Act, See KL120830.

(b) Charges, Liens and Interests:

- (i) The statutory right of way registered in favour of West Kootenay Power Ltd. on April 17, 1998, with registration number KM34971.
- (ii) The covenant registered in favour of The Corporation of the Village of Keremeos and Crown in Right of British Columbia c/o Ministry of Environment, Lands and Parks on May 13, 1998, with registration number KM45007.

6. the encumbrances listed below in respect of the Summerland Property:

(a) Legal Notations:

- (i) Nil.

(b) Charges, Liens and Interests:

- (i) Nil.

(c) The Lease.

SCHEDULE “C”
Form of Approval and Vesting Order

No. S245481
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES’ CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

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

AND

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

PETITIONERS

ORDER MADE AFTER APPLICATION
(WILDSTONE AVO)

BEFORE THE HONOURABLE)
JUSTICE GROPPER) _____, 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 the [●] day of May, 2025; 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 [●], 2025 (the “**Report**”); AND PURSUANT TO the *Companies’ Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the “**CCAA**”), the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The 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. The sale transaction (the “**Transaction**”) contemplated by the Offer to Purchase and Agreement of Purchase and Sale dated May 1, 2025 (the “**Sale Agreement**”) between BC Tree Fruits Cooperative (“**BCTFC**”) and Growers Supply Company Limited (together, the “**Vendors**”), as vendors, and Wildstone Capital Ltd. (the “**Purchaser**”), as purchaser, a copy of which agreement is attached as Appendix “**F**” to the Report, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Monitor on behalf of the Vendors is hereby authorized and approved, and the Vendors and the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the Purchased Assets (as such term is defined in the Sale Agreement).
3. 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 “**B**” hereto (the “**Monitor’s Certificate**”), all of the Vendors’ right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by any order of this court in the within proceeding; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims enumerated in Schedule “**C**” 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 “**D**” hereto), and, for greater certainty, this court orders that all of the Encumbrances are hereby expunged and discharged as against the Purchased Assets.
4. Upon presentation for registration in the Land Title Office for the Land Title District of Kamloops of a certified copy of this order, together with a letter from Fasken Martineau DuMoulin LLP, solicitors for the Monitor, authorizing registration of this order, the British Columbia Registrar of Land Titles is hereby directed to:
 - a) enter the Purchaser as the owner of the Lands identified in **Schedule “E”** to this order, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this court declares that it has

been proved to the satisfaction of the court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

- b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in Schedule "D" hereto.
5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
6. The Monitor is to file with the court a copy of the Monitor's Certificate forthwith after delivery thereof.
7. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Monitor and BCTFC are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in BCTFC's records pertaining to BCTFC's past and current employees that are to be retained or hired by the Purchaser. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Petitioners.
8. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Monitor to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "D" hereto.
9. Notwithstanding:
- a) this CCAA proceeding or the termination thereof;
 - b) any applications for a bankruptcy order in respect of any or all of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA") and any bankruptcy order issued pursuant to any such applications; and
 - c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,

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

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 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.
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 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"

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 [●], 2025 (the "**Approval and Vesting Order**") and the Asset Purchase Agreement dated [●], 2025 (the "**Sale Agreement**") between BC Tree Fruits Cooperative ("**BCTFC**") and Growers Supply Company Limited (together, the "**Vendors**"), as vendors, and Wildstone Capital Ltd., (the "**Purchaser**"), as purchaser.
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 Vendors 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 Vendors and the Purchaser have each delivered written notice to the Monitor that all applicable conditions 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 [●], 2025

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

Per: _____

Name:

Title:

Schedule “C”

CLAIMS TO BE DELETED/EXPUNGED FROM TITLE TO REAL PROPERTY

1. The following Encumbrances listed below in respect of the Oliver Property (as defined in Schedule “E”):
 - a. The mortgage registered in favour of Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945413, and all extensions and modifications thereto.
 - b. The assignment of rents registered in favour of Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945414, and all extensions thereto.
 - c. The mortgage registered in favour of Canadian Imperial Bank of Commerce on December 20, 2012, with registration number CA2926030, and all extensions thereto.
 - d. The assignment of rents registered in favour of Canadian Imperial Bank of Commerce on December 20, 2012, with registration number CA2926031, and all extensions thereto.
 - e. The claim of Builder’s Lien registered by Glacier Heights Refrigeration Inc. on July 29, 2024, with registration number CB1473291.
 - f. The claim of Builder’s Lien registered by Fillmore Construction Management Inc. on July 30, 2024, with registration number CB1475172.
 - g. The claim of Builder’s Lien registered by South Okanagan Insulation Ltd. (Incorporation No. BC0971179) on August 2, 2024, with registration number HB7963.
 - h. The claim of Builder’s Lien registered by Combined Mechanical Contractors (2019) Ltd. (Incorporation No. BC1208013) on August 2, 2024, with registration number CB1486677.
 - i. The claim of Builder’s Lien registered by Ridgesec Security Ltd. (Incorporation No. BC1181645) on August 7, 2024, with registration number HB8028.
 - j. The claim of Builder’s Lien registered by Gateway Mechanical Services Inc. (Incorporation No. A0079127) on August 8, 2024, with registration number CB1495935.
 - k. The claim of Builder’s Lien registered by Keldon Electric Ltd. on August 19, 2024, with registration number CB1535917.

- l. The claim of Builder's Lien registered by Rock Welding Ltd. on August 27, 2024, with registration number CB1554780.
 - m. The claim of Builder's Lien registered by Rock Welding Ltd. on August 27, 2024, with registration number CB1554802.
 - n. The claim of Builder's Lien registered by Armitage Electric on August 27, 2024, with registration number CB1555420.
 - o. The claim of Builder's Lien registered by Van Doren Sales North Inc. on September 9, 2024, with registration number CB1582762.
 - p. The claim of Builder's Lien registered by Nielsen Roofing & Sheet Metal Ltd. on September 17, 2024, with registration number CB1601486.
2. The following Encumbrances listed below in respect of the Keremeos Property (as defined in Schedule "E"):
 - a. The mortgage registered in favour of Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945413, and all extensions and modifications thereto.
 - b. The assignment of rents registered in favour of Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945414, and all extensions thereto.
3. The following Encumbrances listed below in respect of the Summerland Property (as defined in Schedule "E"):
 - a. The mortgage registered by Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945413, and all extensions and modifications thereto.
 - b. The assignment of rents registered by Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945414, and all extensions thereto.
 - c. The claim of Builder's Lien registered by Glacier Heights Refrigeration Inc. on July 29, 2024, with registration number CB1473306.

Schedule “D”

PERMITTED ENCUMBRANCES

1. The reservations, limitations, provisions or conditions expressed in the original grants from the Crown of any of the Lands and the statutory exceptions to title currently applicable to those Lands;
2. a Claim of right, title or jurisdiction which may be made or established by any aboriginal peoples by virtue of their status as aboriginal peoples to or over any lands;
3. liens for taxes, assessments, rates, duties, charges or levies not at the time due, which relate to obligations or liability assumed by the Purchaser;
4. the Encumbrances listed below in respect of the Oliver Property:
 - a. Legal Notations:
 - i. Hereto Is Annexed Restrictive Covenant CA8634611 Over Lot 1 Plan KAP60396.
 - ii. Hereto Is Annexed Easement CB513421 Over Lot B Plan EPP25807.
 - iii. This Title May Be Affected By A Permit Under Part 14 Of The Local Government Act, See CB801230.
 - b. Charges, Liens and Interests:
 - i. The statutory right of way registered in favour of FortisBC Inc. (Incorporation No. PA-0000087) on March 21, 2016, with registration number CA5055966.
 - ii. The easement registered on March 13, 2023, with registration number CB513420.
 - iii. The statutory right of way registered in favour of the Town of Oliver on April 4, 1995, with registration number KJ25589.
 - iv. The statutory right of way registered in favour of the Town of Oliver on October 21, 2005, with registration number KX150240.
 - v. The easement registered on March 13, 2023, with registration number CB513421.
5. the Encumbrances listed below in respect of the Keremeos Property:
 - a. Legal Notations:

- i. This Title May Be Affected By A Permit Under Part 26 Of The Municipal Act, See KL120830.
 - b. Charges, Liens and Interests:
 - i. The statutory right of way registered in favour of West Kootenay Power Ltd. on April 17, 1998, with registration number KM34971.
 - ii. The covenant registered in favour of The Corporation of the Village of Keremeos and Crown in Right of British Columbia c/o Ministry of Environment, Lands and Parks on May 13, 1998, with registration number KM45007.
6. the Encumbrances listed below in respect of the Summerland Property:
- a. Legal Notations
 - i. Nil.
 - b. Charges, Liens and Interests
 - i. Nil.
 - c. The Lease (as defined in the Sale Agreement).

Schedule “E”

THE LANDS

1. Municipal Address: 327 Co-op Avenue, Oliver, B.C.

Legal Description: PID: 029-001-285
LOT A DISTRICT LOT 2450S SIMILKAMEEN DIVISION
YALE DISTRICT PLAN EPP25807

(the “**Co-op Lands**”)

2. Municipal Address: 334 Packing House Lane, Oliver, B.C.

PID: 029-001-293
LOT B DISTRICT LOT 2450S SIMILKAMEEN DIVISION
YALE DISTRICT PLAN EPP25807

(the “**Packing House Lands**” and together with the Co-op Lands,
“**Oliver Property**”)

3. Municipal Address: 528 10th Avenue, Keremeos, B.C.

Legal Description: PID: 008-237-051
LOT 1 DISTRICT LOT 174 SIMILKAMEEN DIVISION YALE
DISTRICT PLAN 18668 EXCEPT PLAN KAP61843

(the “**Keremeos Property**”)

4. Municipal Address: 101 & 102 – 8911 Jubilee Road East, Summerland, B.C.

Legal Description: PID: 005-529-018
LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE
DISTRICT PLAN 25304

PID: 005-529-026
LOT 2 DISTRICT LOT 473 OSOYOOS DIVISION YALE
DISTRICT PLAN 25304

PID: 009-868-135
LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE
DISTRICT PLAN 8244

(the “**Summerland Property**”, together with the Oliver Property
and the Keremeos Property, the “**Lands**”)

SCHEDULE “D”
Equipment

[see attached]

Oliver Equipment Listing

Area	Name	Description	Model Number
Front Slab	Cherry Hydrocooler	Ammonia based Hydrocooler used for cherry production	NA
Front Slab	Receiving Office	Fitted out as a fully functional office to receive fruit	
Front Slab	Plastic Full bins	Macro Full plastic bins	Macro 33
Front Slab	Bin weigh scale	Electronic Weigh scales for weighing bins of fruit	
Front Slab	Bin weigh scale	Electronic Weigh scales for weighing bins of fruit	
Front Slab	Forklift	Toyota Gas powered Forklift	8FGU25Serial # 38154
Front Slab	Forklift	Toyota Gas powered Forklift	7FGU25Serial # 92316
Front Slab	Genie Boom		Genie Z-34/22
Front Slab	Wooden Bins	Full size wooden binsDate stamped 2002 - 2016	
Front Slab	Pallet Jack		
Back Slab	Wooden Bins	Full Size wooden binsDate stamped 2005 - 2014Date stamped 2002 - 2005	
Back Slab	Plastic Bins	Full Size	Macro 33
Back Slab	Plastic Bins	Half Size	Macro 12
Back Slab	Dura-ramp	Mobile ramp 30,000 lbs capacity	DR-M36Serial #: 35860 (51698)
Back Slab	GEA Refrigeration	Aerofreeze Penthouse Air CoolerRefrigerant R-717	PH2-3606-168-4ARW/P-10Serial #: 01123-01-01-01R
Back Slab	GEA Refrigeration	Aerofreeze Penthouse Air CoolerRefrigerant R-717	PH2-3606-168-4ARW/P-10Serial #: 01123-01-01-01L
Synrype	Forklift E-5	Nissan Forklift with bin tipper and battery charger Mileage hours: 894	CYM02L20SSerial #: CYM02-002802
Synrype	Forklift P-6	Nissan Forklift with tipper Mileage hours: 14058	PJ02A20USerial #: PJ02-120938
Synrype	Forklift 56	Clarklift propane forkliftMileage hours: 1881	BT-40Serial #: 10355-104-3095
Synrype	Forklift P-24	Nissan Forklift with bin tipper and battery charger Mileage hours: 11844	CPJ02A20PVSerial #: CPJ02-9P7360
Synrype	Forklift E-54	Toyota Forklift battery charger Mileage hours: 15447	8FGCU25Serial #: 68131
Synrype	Pallet Wrapper	M.J. Maillis pallet wrapper	WSML-150-SSerial #: 39912-1-0407
Synrype	Forklift 9	Nissan Forklift with bin tipper and battery charger Mileage hours: 5739	KCUGH02F30PVSerial #: KCUGH02-900206
Synrype	Welder	Acklands IMG Welder	
Synrype	Strapack Strapper	Automatic Strapping Machine	RQ-8YSerial #: 26367904
Synrype	Strapack Strapper	Automatic Strapping Machine	RQ-8YSerial #: 07012737 217
Synrype	Bliss Machine	SWF Box making machine	M47-D5ASerial #: 1235
Synrype	Bliss Machine	SWF Box making machine	
Synrype	Bliss Machine	SWF Box making machine	
Synrype	Bliss Machine	SWF Box making machine	
Synrype	Bliss Machine	SWF Box making machine	
Synrype	Bliss Machine	SWF Box making machine	
Synrype	Forklift p-14	Komatsu propane ForkliftMileage hours: 5473	SIMS VC718
Synrype	Forklift P-25	Toyota propane Forklift Mileage hours: 3924	FG25St-16Serial #:
Main Building(MAF Bagger)	Backup Generator	Generac Industrial Power G4.535-80KW (4.5L Gas G26)	8FGCU25Serial #: 79370
Cherry Line	Hand Wash Station - 3 pe	Meritec Hand wash System	Serial #: 3012612702
Cherry Line	Plastic Half bins	Macro half plastic bins	
Cherry Line	Conveyors	Conveyors with push bar for finished goods	Macro 12
Cherry Line	Floor Scale	Floor Scale with electronic read out	
		Loading of max 5 cherry bins with weigh scale	
Cherry Line	Unitec Cherry Infeed syst	Automatic (robotic) bin dumping system	
		Empty bin system	
		Fully guarded with safety features	
Cherry Line	Unitec Cherry dumper anc	Cherry line loading system	
		Elevator to transfer cherries from water body into cluster cutter	
Cherry Line	Unitec Cherry Cluster Cutt	Cluster cutter system	
Cherry Line	Hydro Cooler	Gateway Mechanical Hydrocooler	
Cherry Line	Unitec Cherry sizer	12 lane unitec Cherry Vision 3.0Ability to expand to 16 lanes	
Cherry Line	Line Refrigeration System	Gateway Mechanical refrigeration system for water body	
Cherry Line	Bliss Machine	Box making machinesSetup for export cherry boxes	
Cherry Line	Bliss Machine	Box making machinesSetup for export cherry boxes	
		Transfer system of boxes made from Bliss machines.	
Cherry Line	Vandoren box transfer sys	Double ended supply allowing lines to be supplied with bottoms, lids and cherry	
		Each line is supplied with lids from the overhead gantry system	
		Each lane has dedicated size profile and is able to fill boxes, pouches through the shaker fill system.	
	Vandoren semi-auto pouc	Operators then apply lid once box filled	
		Line is designed for 6 lanes domestic and 6 lanes export but ability to flex more lines if required.	
Cherry Line	Bliss Machine	Box making machinesSetup for domestic cherry boxes	
Cherry Line	Bliss Machine	Box making machinesSetup for domestic cherry boxes	
Cherry Line	Plastic Manifolds	Pouch carrier system for domestic pouches	
Cherry Line	Hand Wash Station - 3 pe	Meritec Hand wash System	
Cherry Line	Forklift E-61	Toyota Electric Forklift Mileage hours: 13391	8FGCU25Serial #: 68053
		Evolution 2 unit with pouch bagger attachment.	
Cherry Line	A&B Clam Shell machine	4 head filler system	
		Clamshell closer and labelling system included in line	Evolution 2
		Bagger attachment has conveyor attached to remove pouch bags for packing	
Cherry Line	Line Accumulation System	Water trough and elevator to remove cherries.	
		Accumulation system when clamshell machine is not operational	
		Evolution 2 unit with pouch bagger attachment.	
Cherry Line	A&B Clam Shell machine	4 head filler system	
		Clamshell closer and labelling system included in line	Evolution 1
		Bagger attachment has conveyor attached to remove pouch bags for packing	
		Evolution 2 unit with pouch bagger attachment.	
Cherry Line	A&B Clam Shell machine	4 head filler system	
		Clamshell closer and labelling system included in line	Evolution 1
Cherry Line	Bliss Machine	Bagger attachment has conveyor attached to remove pouch bags for packing	
Cherry Line	Forklift E-14	Box Making setup for clamshell boxes	
		Toyota Electric Forklift with battery chargerMileage hours: 15320	7FGCU25Serial #: 16935

Oliver Equipment Listing

Area	Name	Description	Model Number
Cherry Line	Forklift E-61	Toyota Electric Forklift Mileage hours: 13391	8FGCU25Serial #: 68053
Line 1	Forklift P-29	Toyota Propane Forklift Mileage hours: 7400	7FGCU25Serial #: 01380
Line 1	Forklift E-17	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 17506 Vandoren / Compac Comit to Pack infeed system	8FGCU25Serial #: 60046
line 1	Apple Infeed System** Br	Full bin loading, bin dumping and empty bin removal system	
		Water trough system to carry apples to brush beds	
		Brush beds for apple cleaning and wax system	
Line 1(Located in PG area for cl	Apple Infeed System brus	Brush bed system	
Line 1	VanDoren Drying Tunnel	4 lane sizer with 12 tray drops and 9 bag drops	
Line 1	Van Doren / Compac Size	2 twin head MAF bin Fillers	
		Empty box conveyance system for domestic and export boxes	
Line 1	SIMS Bagger # 10	FG box transfer system to palletizing area	
		PB-1 Poly Bagging MachineSims auto bagger with Kwik Lock system	Serial #: PB1-46Date: 27-4-09
		PB-1 Poly Bagging MachineSims auto bagger with Kwik Lock system	Serial #: PB1-47Date: 27-4-09
		PB-1 Poly Bagging MachineSims auto bagger with Kwik Lock system	Serial #: PB1-45Date: 27-4-9
		PB-1 Poly Bagging MachineSims auto bagger with Kwik Lock system	Serial #: PB1-48Date: 27-4-9
		PB-1 Poly Bagging MachineSims auto bagger with Kwik Lock system	Serial #: PB1-91Date: 9-7-10
		PB-1 Poly Bagging MachineSims auto bagger with Kwik Lock system	Serial #: PB1-92Date: 9-7-10
		PB-1 Poly Bagging MachineSims auto bagger with Kwik Lock system	Serial #: PB1-127Date: 6-6-11
		PB-1 Poly Bagging MachineSims auto bagger with Kwik Lock system	Serial #: PB1-124Date: 6-6-11
		PB-1 Poly Bagging MachineSims auto bagger with Kwik Lock system	Serial #: PB1-125Date: 6-6-11
		Bliss Machine	
		Markem Image Labeller	Costco box former machineSetup for the Costco RPC box
		SIMS Automatic Random	Finished product labelling machine
		SIMS Strapper	Box case selaer system for finished product apple boxes
		Glue Splitter	Tight Packer Strapping System
		Robotic palletizers	Glue system for glue spotting prior to pallet stacking
			Conveyor System with pusher bars for aligning boxes and pusher bars to enter robot
			Robot 1: YR-1-06VXCP30-B00Serial #: R22145-017-1
			Robot 2: YR-1-06VXCP30-B00Serial #: R22150-015-1
			HP2100-SRTSerial #: 171219-SRT-14950
			GS-3246Serial #: 25137
Line 1	Pallet Wrapper	Cousins Packaging pallet wrapper	
Line 1	Genie Lift	Genie lift GS-3246	
Line 1	Floor Sweeper	Nobles push along floor sweeper	
Line 1	Floor Sweeper	Tenant 7100 Ride on floor sweeper	
Line 1	Forklift E- 39	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 19600	8FGCU25Serial #: 60139
Line 1	Forklift E- 21	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 14750	8FGCU25Serial #: 68083
Line 1	Forklift E-63	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 17179	8FGCU25Serial #: 63596
Line 1	Bliss Machine	SWF MachineryBox Making machine for domestic and export bottoms	8300-112
Line 1	Bliss Machine	Plemons MachineryBox Making machine for domestic and export Lids	
Line 1	Forklift E-31	Toyota Electric Forklift with battery charging systemMileage hours: 12794	8FGCU25Serial #: 63596
Line 1	Bin Filler	MAF Dual head Bin Filler	Serial #: 23U270020/2
Line 1	Bin Filler	MAF Dual head Bin Filler	Serial #: 23U270020/1
Line 1 / PG	Hand Wash System - 3 pe	Meritech hand wash system	
Shipping	Pallet Wrapper	Cousins Packaging Pallet wrapper	HPSW-Aserial #: 030614-SAH-10839
Shipping	Weigh Scale	Pallet weigh scale with electronic reader	
Shipping	Forklift - P26	Nissan propane forkliftMileage hours: 4941	MCPI02A251VSerial #: CPI02 SP4072
Shipping	Forklift E-69	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 20135	8FGCU25Serial #: 62332
Shipping	Forklift E-68	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 21478	8FGCU25Serial #: 63008
Shipping	Forklift E-66	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 10638	8FGCU25Serial #: 66383
Shipping	Forklift E-20	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 27690	7FBCU25Serial #: 72817
Shipping	Forklift N-215	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 34644	5FBCU25Serial #: 61264
Shipping	Forklift P-30	Toyota Propane Forklift Mileage hours: 12371	8FGCU25Serial #: 79370
Shipping	Hand Wash System - one	Meritech Handwashing system	
Shipping	Cherry Cooling Fan	Benshaw advanced controls and drives cooling fan	
Shipping	Cherry Cooling Fan	Cherry cooling fan 6 in total	
Shipping	Pallet Wrapper	Cousins Packaging Pallet wrapper	HP2100-SRTSerial #: 301115-SRT-11816
Room 214	Forklift E-67	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 12555	8FBCU25Serial #: 65492
Room 214	Forklift E-64	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 16411	8FBCU25Serial #: 63386
Room 213 - PG infeed	Forklift E-62	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 18450	8FBCU25Serial #: 67322
Room 213 - PG infeed	Forklift E-71	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 5475	8FBCU25Serial #: 66679
Room 213 - PG infeed	Forklift E-2	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 15380	8FBCU25Serial #: 68101
Room 213 - PG infeed	MAF Pregrade Line	Infeed System designed for wooden and plastic bins	
		Dual loading system to max operation	
		Bin runner washer prior ro tipping to keep water clean and remove debris from runners	
Room 213 - PG infeed	MAF Pregrade Line	Traceability system that scans labells to ensure correct variety and grower #	
		Twin dumping stations into flumes containing water to gently handle fruit	
		Batch / grower number gates provide opportunity to create gaps in between growers and Lots	
Room 213 - PG infeed	MAF Pregrade Line	Bin washer and nesting System	
		Each lane has a dedicated bin washer system and bin nesting robot. Bins come off the line stacked in nests of 3.	
		Forklift drivers remove clean bins for growers to collect for new fruit	
Room 213 - PG infeed	MAF Pregrade Line	High Pressure Rinse, Rot Blaster and Camera system	
		Diverter Plate for when fruit is of poorer quality to allow sorters to access fruit easily	
		High pressure rinse cleans apples whilst Rot blaster removes decay from fruit ensuring the line keeps clean throughout the process	
Room 213 - PG infeed	MAF Pregrade Line	Camera system is a 'Live Feed' allowing growers to watch fruit run from the comfort of their home. Size guides provide comparisons to their fruit	

Oliver Equipment Listing

Area	Name	Description	Model Number
		Sorting booth - used when fruit is of a poor quality and can house 4 people comfortably.	
Room 213 - PG infeed	MAF Pregrade Line	Unique design blue rollers are easy to clean compared to traditional CTP brush beds	
		Adjustable brush bed to provide further cleaning ability for apples. Thinner skin apples can bypass the brushbed and flow into the water body	
		Filtration System - UV and Sand filters ensuring water potability.	
Pregrade	MAF Pregrade Line	Each water body has its own Filtration system and can allow a higher level of sustainability with reduce water consumption.	
Pregrade	MAF Pregrade Line	PG line has 4 water bodies	
		Global Scan G7External defect sorter	
		IDD 8 - internal defect sorter	
Pregrade	MAF Pregrade Line	Allows sizer to detect water core or internal bruising that can lead to rot if undetected	
		Control room	
		Operational booth where Grading tech and the Quality team reside to ensure grading is fully optimised. Drop 41 allows sample apples from each flume to be analysed at control centre.	
Pregrade	MAF Pregrade Line	Supervisor screens allow maintenance team to detect very easily failures on the lines as all motors pumps, sensors are all monitored.	
		Hand wash system also installed	
		8 lane sizer feeding 41 drops	
		41 drops are designed around the Ambrosia apple which has multiple grade and size profiles.	
Pregrade	MAF Pregrade Line	Small flume design is utilised by a wave creation allowing apples to tuck under each other. Each flume fills a plastic bin. The small flume design reduces manufacturing footprint	
		Plastic Bin Infeed	
		Empty plastic bins are fed from room 218 (left hand side of three)	
Pregrade	MAF Pregrade Line	All Plastic bins are washed through the bin washer system to ensure clean bins at all times.	
		Bins are then transported through a automatic gantry system to each bin filler	
		Bin Fillers - 3 on the line	
		Each flume, once full will then be transported in water to one of three bin fillers.	
Pregrade	MAF Pregrade Line	The vortex flush system ensures fruit is treated very gently as the bin is filled with fruit.	
		Once the bin is filled, it gets labelled with Variety, Grade and size for the packing lines	
		Dual robotic stacking system	
Pregrade / Room 218	MAF Pregrade Line	Robots stack bins in three based on their respective size and grade.	
		Once a three bins have been completed, the robots place said bins on the outfeed conveyor for storage in room 218 (2 outfeed systems on right hand side)	
		Tote Bin fill system	
Pregrade / Room 218	MAF Pregrade Line	PG line has the ability to fill directly into carboard totes and supplied directly to the customer. Huge labour saving	
		Cull and commercial product discharge systems allow for poorer quality fruit to be easily removed	
		Full Plastic Bins which the PG line is designed on.	
Room 218	Plastic Bins	Although the infeed can take all types of bins, only plastic bins can be used on the bin filling part of the line. Plastic bins are better from a food safety perspective	Macro 33
Room 218	Forklift P-31	Toyota Propane Forklift Mileage hours: 5964	8FBCU25Serial #: 89384
Roo 218	Lythium battery charger	2 charging stations in room 218 for fast charge solution	
		Infeed system for both Trayline and bagline	
Room 218	Infeed System	Full traceability system with scanners similar to PG line. This ensures variety grade and size is correct before packing	
Room 218	Cull rejection system	cull lines for both bag and tray line	Serial #: 23U20020/1Serial #: 23U20020/2
Trayline	The full line	The Trayline is designed for both domestic and export tray packs.	
		Wax application for the export program will be used in conjunction with the dryer	
		An additional 2 lane G7 sorter is utilised to ensure the best quality fruit enters the market. A key aspect for expor	
Trayline		Similar control room setup with supervisory access allowing full knowledge of the line.	
		Tray packing with 5 robotic units either side, 10 in total.	
Trayline	Line Pack	Trays are inserted using a SIMS tray inserter and apples are loaded on the tray. Tray inserters not shown in 3rd picture	
		The unique selling point is that the robots can have apples colour side up and the stem in a specific orientation.	
Trayline	Case Sealer	SIMs automatic Case Sealer	Serial #: 660-69T
Trayline	Labeller and Glue Applica	Finished product labeller and glue spotter for palletisation	Serial # 50064605
Trayline	SIMS Strapper	Tight Packer Strapping System	Serial #: 0901CDate: 4-23-09
Trayline	Glue Spitter	Glue system for glue spotting prior to pallet stacking	
Trayline	Strapack Strapper	Automatic Strapping Machine	RQ-8YSerial #: 26367904

Oliver Equipment Listing

Area	Name	Description	Model Number
Trayline	Robotic palletizers	Conveyor System with pusher bars for aligning boxes and pusher bars to enter robot	Robot 1: YR-1-06VXCP30-B00Serial #: R22145-014-1 SMTA 1SMTA 2
		Infeed system for both Trayline and bagline	
Room 218	Infeed System**Copied fr	Full traceability system with scanners similar to PG line. This ensures variety grade and size is correct before packing Bagline with sorting table, air drier and 2 lane sizer with no Optical sorting.	
Bagline	Entire Bagline view from fi	Apple weighing system dictates which apple falls into one of 4 Baggers, of which has 4 additional lanes. Total of 16 bag drops.	
Bagline	Taper	Each section of Bag drops (4 lanes) feeds each bagger	Serial #: 660-69T
Bagline	Labeller and Glue Applica	SIMs automatic Random Taper Finished product labeller and glue spotter for palletisation	Serial # 50064605
Bagline	Robotic palletizers	Conveyor System with pusher bars for aligning boxes and pusher bars to enter robot system.	Robot 1: YR-1-06VXCP30-B00Serial #: R22145-016-1
		Two robot which can stack two pallets at once Haley bagger	
Bagline	Bagger 1	Each bagger is fed from 4 lanes from the sizer. Each lane is weigh as close to bag weight as possible. Bags are filled and new kwick Lok system to close bags. Bags are then fed onto conveyor for automatic packing	
Bagline	Bagger 2		
Bagline	Bagger 3		
Bagline	Bagger 4		
Bagline	Automatic box filling syste	TOPS robotic bag in a box systemEach bagger has its own dedicated unit	SMBA-1SMBA-2
Bagline	Empty box system	Overhead transfer system moving boxes from the Bliss machine on line 1 to both the trayline and bag line	
Mechanics Shop	Machinre Press	Victor machine press Various parts and fictures for the entire Oliver plant	
Mechanics Shop	Equipment Parts	Fuses Nuts & Bolts Clamps Screws	
Mechanics Shop	Kwick Loc Machines	Shelving units included Kwick lok machines for SIMS baggers	865
Mechanics Shop	Forklift E-10	Toyota Electric Forklift with Lithium battery charging systemMileage hours: 15973	7FBCU25Serial #: 69689
Mechanics Shop	Welder	Milleromatic 252 MIG Welder	
Mechanics Shop	Glue Machine	Nordson problue Flex glue machine	
Mechanics Shop	Shop Press	50 Ton Hydraulic shop press	
Mechanics Shop	Press and Vice GripsDrill	2 press units and 1 vice grip table top unitBexon 16.5" drill pressDelta drill Press	Bexon Serial #: 22109Delta Serial #:015004-W50005
Mechanics Shop	Pressure Washer	BE Pressure Washer	

Summerland Equipment Listing

Area	Name	Description	Model Number
Summerland	Cherry Hydrocooler	Ammonia based Hydrocooler used for cherry production	NA
Summerland	Receiving Office	Fitted out as a fully functional office to receive fruit	
Summerland	Forklift	Clark Gas powered Forklift	IT40BSerial # IT355-28-4580
Summerland	Forklift P-32	Toyota Gas powered ForkliftMileage hours: 4391	8FGU25Serial # 89409
Summerland	Forklift E-65	Toyota Electric powered ForkliftMileage hours: 15278Extendable forks included	8FGU25Serial # 64918
Summerland	Forklift P-15	Toyota Gas powered ForkliftMileage hours: 9795	8FGU25Serial # 21268
Summerland	Forklift P-34	Toyota Gas powered ForkliftMileage hours: 8839	8FGU25Serial # 20835
Summerland	Forklift P-3	Nissan Gas powered ForkliftMileage hours: 6754	CPH02A25VSerial # CPH02-922142
Summerland	Forklift Cidery Dum	Toyota Electric powered ForkliftMileage hours: 9393Rotating arm forklift	8FGU25Serial # 64918
Summerland	Floor Sweeper	Tenent 7100 floor SweeperRide on unit	7100
Summerland	Floor Sweeper	Tenent 7100 floor SweeperPush along unit	5200
Summerland	Floor Scales	3 digital readout floor scales	
Summerland	Forklift attachment	Snow plow	
Summerland	Air receiver	Eagle Air generator	4B227E (AGM05)Serial #: L9/8/2008 - 00717P3120H1Serial #: E046649

Keremeos Equipment Listing

Location	Equipment Type	Asset	Serial Number	Year
Keremeos	FORKLIFTS	Toyota, model # 8FGCU25	64612	
Keremeos		Toyota, model # 7FGU25	82342	
Keremeos		Nissan with bin turner attachment, model #CPH02A25ST	3734	
Keremeos		Komatsu, model #FG25ST	A4527	
Keremeos	Genie Lift	Genie, model #3246	G54606	
Keremeos	Floor Cleaners	Clarke, model # Focus L33 W8	FD1365	

SCHEDULE “E”
Inventory

[see attached]

Item	Item Description	GL Code	Industry On Hand	K C
1	11 3/4" Red Ambrosia Lid	4935 LC	8,673	
2	11 3/4" Export Ambrosia Lid	4935 LC	6,165	
8	12" 6190 Bliss Body	4935 LC	11,631	
9	12" 6190 Bliss End	4935 LC	19,070	
10	12" 6140 Bliss Body	4935 LC	816	
11	12-1/2" 6140 Bliss D/C Body	4935 LC	564	
17	13" 6140 D/C Bliss Body	4935 LC	27,367	
18	13" 6140 Bliss End	4935 LC	39,734	
19	13 1/2" 6140 Bliss Body	4935 LC	4,370	
20	13 1/2" 6140 Bliss End	4935 LC	11,200	
23	Euro Kraft 2 Tier Inner	4935 LC	6,500	
26	Euro BC Brand 2 Tier Lid	4935 LC	11,577	
28	RDC Body New	4935 LC	7,200	
29	RDC Ambrosia Sides	4935 LC	14,824	
35	False BTM Layer Sheet	4935 LC	3,688	
36	False BTMS RSC	4935 LC	18,000	
37	Hazard Pallet Sheet	4935 LC	2,364	
50	5 KG Cherry Body	4935 LC	73,169	
58	20 LB Bag Body Made-Up	4935 LC	2,420	
65	6" Panta - Nectarine	4935 LC	11,150	
66	6" Panta Body	4935 LC	43,450	
67	6" Panta Ends	4935 LC	154,000	
68	6" Panta Peach Outer	4935 LC	57,728	
75	13" 6140 Inner Made-Up	4935 LC	177	
81	RDC Apple Made-Up (All Varieties)	4935 LC	105	
86	Cherry Tier Sheet Vented	4935 LC	5,828	
87	Half Bin Liner	4935 LC	1,308	
91	2 Ply Layer Sheet - Tray - 12" x 18"	4930 LC	(6,694)	
96	Jiffy Pad Standard	4930 LC	(1,348)	
98	Cherry Thermasorb Pads	4930 LC	278,531	
100	Apple, Tray 048 A	4935 LC	65,625	
101	Apple, Tray 048 B	4935 LC	65,420	
104	Apple, Tray 064 B	4935 LC	40,075	
105	Apple, Tray 072	4935 LC	31,850	
106	Apple, Tray 080 A	4935 LC	39,816	
107	Apple, Tray 080 B	4935 LC	34,041	
108	Apple, Tray 088	4935 LC	61,064	
109	Apple, Tray 100	4935 LC	76,825	
110	Apple, Tray 113 A	4935 LC	36,750	
111	Apple, Tray 113 B	4935 LC	55,081	
112	Apple, Tray 125	4935 LC	25,000	
113	Apple, Tray 138 A	4935 LC	116,675	
114	Apple, Tray 138 B	4935 LC	63,125	
121	Apple, Euro Tray 22	4935 LC	56,700	

Item	Item Description	GL Code	Industry On Hand	K C
180	Apple, Costco - Ambrosia 6lb. Bag XFCY 60505 01749	4935 LC	296,500	
182	Apple, Costco - Honeycrisp 6lb. Bag XFCY 60505 04921	4935 LC	113,000	
185	Apple, Costco - Royal Gala 6lb. Bag XFCY 60505 01730	4935 LC	223,000	
186	Apple, Costco - Spartan 6lb. Bag XFCY 60505 04923	4935 LC	34,000	
189	Apple, LL - Granny Smith 6lb. Bag FCY 88086 (Farmers Market)	4935 LC	18,000	
190	Apple, LL - McIntosh 5lb. Bag FCY 88090 (Farmers Market)	4935 LC	135,000	
191	Apple, LL - Red Del 5lb. Bag XFCY 88091 (Farmers Market)	4935 LC	57,000	
192	Apple, LL - Royal Gala 6lb. Bag XFCY 88087 (Farmers Market)	4935 LC	151,084	
193	Apple, LL - Spartan 5lb. Bag FCY 88092 (Farmers Market)	4935 LC	33,388	
198	Kwik Lok GP3 White 33M PK	4930 LC	66,000	
202	3 LB Clamshell Cherry	4935 LC	91,070	
231	Fuller HL 1280X Glue	4930 LC	3,780	
232	Technomelt Easy Pack 240 1389110 Technomelt Easy-Pac 200F	4930 LC	-	
234	Samuel Strapping M1421EEC170T6 1/4" 680214	4930 LC	588	
237	HB Fuller Hot Melt HL1280X (Spiller Glue)	4930 LC	94	
240	Cherry 20 LB Poly Liner - White	4935 LC	44,725	
242	Cherry Lifespan L:504 20 LB - MAP - White	4935 LC	27,200	
248	Bin Liner Blue 52X48X84 2ML	4935 LC	(52)	
253	Prune 5 LB Clamshell Label - 60505 05195	4930 LC	42,000	
258	Label 1" Round Thermal Transfer Blank	4930 LC	58,000	
259	Label 1"x 1" Square White Blank	4930 LC	462,000	
263	Label 2" X 4" Synthetic Thermal, Non Perf	4930 LC	610,000	
271	Label, Date Gun, Blank, White	4930 LC	70,000	
288	Apple, Ambrosia #3438 L - DB	4930 LC	9,180,000	
304	Apple, Fuji #4129 - COOL	4930 LC	1,776,000	
305	Apple, Fuji #4131L - DB	4930 LC	630,000	
306	Apple, Gingergold #4096L	4930 LC	1,221,000	
309	Apple, Golden Delicious #4020L - DB	4930 LC	2,096,000	
310	Apple, Golden Delicious #4021 - DB	4930 LC	2,160,000	
312	Apple, Granny Smith #4017L - DB	4930 LC	1,380,000	
314	Apple, Granny Smith #4139 - DB	4930 LC	506,000	
315	Apple, Honeycrisp #3283 L - DB	4930 LC	2,100,000	
321	Apple, McIntosh #4153 - DB	4930 LC	1,410,000	
324	Nectarine, #4036 - DB	4930 LC	1,470,000	
325	Apple, Nicola #4200 - DB	4930 LC	1,020,000	
328	Peach, #4038 - DB	4930 LC	3,517,500	
329	Apple, Pink Lady #4128 - DB	4930 LC	630,000	
331	Apple, Pink Lady #4130L - DB	4930 LC	1,860,000	
334	Apple, Red Delicious #4015 - DB	4930 LC	870,000	
336	Apple, Red Delicious #4016L - DB	4930 LC	4,410,000	
338	Apple, Royal Gala #4173 - DB	4930 LC	3,690,000	
340	Apple, Royal Gala #4174L - DB	4930 LC	8,162,000	
344	Apple, Spartan #4178 - DB	4930 LC	839,900	
348	Apple, Sunrise #4212	4930 LC	2,368,000	

Item	Item Description	GL Code	Industry On Hand	K C
516	11 3/4" Apple Lid	4935 LC	17,668	
519	Peach, Panta 5lb. Tray 13 Count	4935 LC	10,800	
528	Jiffy Pad Euro 15"X23"	4930 LC	6,243	
529	20 LB Bag Cherry Body	4935 LC	80,996	
530	20 LB Bag Cherry End	4935 LC	224,032	
531	20 LB Bag Cherry Lid	4935 LC	73,531	
532	Cherry Pouch Bag BC PLU 4045 PET/CPP	4935 LC	1,441,928	
534	Cherry Lifespan L506 2.5 KG - MAP - White	4935 LC	38,000	
536	20 LB Prune Lid	4935 LC	3,418	
547	10 LB Peach Single Layer	4935 LC	19,600	
549	5 LB Peach Panta Carton	4935 LC	50,400	
550	Prune 2 Litre Paper Basket	4935 LC	52,800	
552	Scholar 230SC Liquid 1 Litre Jug	4000 LC	26	
564	MPC Cherry Soaker Pad 14" X 11"	4930 LC	(254)	
571	Apple, Salish #4201	4930 LC	1,986,000	
573	Kwik Loc TGR4 NRP-J White Fuji 4379	4930 LC	121,500	
574	Kwik Loc TGR4 NRP-J White Spartan 4378	4930 LC	(835)	
575	Kwik Loc TGR4 NRP-J White Red Del 4377	4930 LC	217,500	
689	Apple, LL 8 Lb. Bag Comm No Name 60383 15699	4935 LC	60,345	
875	Peach, 3 Litre Clamshell For Loblaws	4935 LC	735	
876	Nectarine, 2 Litre Clamshell For Loblaws	4935 LC	26,100	
877	Peach, 3 Litre Clamshell Sleeve(Farmers Market)	4935 LC	29,760	
878	Nectarine, 2 Litre Clamshell Sleeve(Farmers Market)	4935 LC	59,520	
879	Peach, 3 Litre Clamshell For Walmart(Vortex)	4935 LC	27,930	
880	Prune, 1.5 Litre Clamshell No Label	4935 LC	74,800	
881	Peach, 3 Litre Clamshell Sleeve(BC Brand)	4935 LC	200	
882	Prune, 1.5 Litre Clamshell Sleeve(BC Brand)	4935 LC	43,000	
953	Foam Pad 1/16", (12" X 18")	4935 LC	36,800	
1162	RDC Royal Gala Sides	4935 LC	8,180	
1184	Kwik Loc TGR4 NRP-J White Royal Gala 4411	4930 LC	3,000	
1185	Kwik Loc TGR4 NRP-J White McIntosh 4359	4930 LC	69,000	
1197	Kwik Loc TGR4 NRP-J White Ambrosia 4461	4930 LC	(10,820)	
1209	Kwik Loc TGR4 NRP-J White Granny Smith 4412	4930 LC	69,000	
1210	Kwik Loc TGR4 NRP-J White Golden Delicious 4483	4930 LC	40,000	
1215	Cherry Soaker Pad 5 KG 2 Side Black	4930 LC	3,617	
1216	False BTMS RSC Made-Up	4935 LC	455	
1240	Cherry Soaker Pad 5 KG Black One Side	4930 LC	32,336	
1246	1" round various color	4930 LC	307,398	
1251	Cherry KeepFresh Ultra Perf 20 LB MAP - White	4935 LC	14,250	
1264	5 KG Tie Strip	4910 LC	3,200	
1269	Cherry 3 LB Costco Canada Clam Label - 60505 04505	4930 LC	42,000	
1274	LP Euro Clam Body	4935 LC	4,518	
1275	LP Euro Clam Sides	4935 LC	11,622	
1306	Plum 2 Litre Paper Basket	4935 LC	45,600	

Item	Item Description	GL Code	Industry On Hand	K C
1779	2 Lb Top Seal Tub Cherry	4935 LC	14,400	
1781	Print Head Wipes Markem 5200 8/Case	4930 LC	21	
1782	Cherry 2 Lb Top Seal Film	4935 LC	2,061	
1788	Apple, BC - Pink Lady 3 lb Bag FCY 33383 46560	4935 LC	168,000	
1792	26" Tote Bin Body - Red/White	4935 LC	507	
1799	5.5 Lb Honeycrisp HF Consumer Box	4935 LC	13,841	
1823	3 Lb Top Seal Tub Cherry	4935 LC	203,508	
1824	Cherry 3 Lb Top Seal Film	4935 LC	198,870	
1829	4x6 SYN Bin Tags, perfed w/black scan	4930 41	216,000	
1832	Ribbon - IBCST 11055 - Wax Resin	4930 LC	63	
1853	5 KG BCTF Black Lid	4935 LC	45,875	
1854	5 KG BCTF White Lid	4935 LC	13,650	
1856	Clear 2" Circle Permanent Adhesive Label	4930 LC	96,688	
1860	11 3/4" Black Export Lid	4935 LC	7,625	
1861	1/2 Tray Black Export Lid	4935 LC	10,200	
1864	52 x 48 x 84 light blue (1.5 mil) bin liner	4935 LC	31	
1865	Cynch G70 #27300423 (20 x 7,000 ft x 55 gauge)	4930 LC	61	
1866	26" Kraft Arrow Tote Bin	4935 LC	798	
1867	Bin Cap Kraft for Arrow Tote	4935 LC	558	
1869	Apple, LL - Royal Gala 5 Lb FCY 00202 (Farmers Market)	4935 LC	102,000	

* Please note the packaging inventory that was originally located in Vaughan has been moved to Oliver.

SCHEDULE “F”
Intellectual Property

[see attached]

Trademark Portfolio Index

Trademark	App/Reg No.
Canada	
BC TREE FRUITS & Design	TMA868,252
BC TREE FRUITS CIDER CO & Design	TMA1,025,092
BROKEN LADDER	TMA989,162
ELAN	TMA379,790
GROWN WITH CARE OUR BETTER WAY	TMA445,355
GROWN WITH CARE OUR BETTER WAY & Design	TMA452,349
LOOK FOR OUR LEAF	
TRUE TO THE CORE	TMA1,065,559
WAY MORE THAN DELICIOUS	TMA817,634
China	
BC TREE FRUITS & Design	20357651
Hong Kong	
BC TREE FRUITS & Design	303810465
India	
BC TREE FRUITS & Design	(IA) 1583701
Korea	
BC TREE FRUITS & Design	(IA) 1583701
Mexico	
BC TREE FRUITS & Design	1816465
Singapore	
BC TREE FRUITS & Design	40201609865Q
Taiwan	
B.C. & Leaf Design	667148
BC TREE FRUITS & Design	2135128
Thailand	
BC TREE FRUITS & Design	(IA) 1583701
United Kingdom	
B.C. & Leaf Design	831280
BC TREE FRUITS & Design	(IA) 1583701
United States	
BC TREE FRUITS & Design	763,617
Vietnam	
BC TREE FRUITS & Design	(IA) 1583701
WIPO	
BC TREE FRUITS & Design	(IA) 1583701

SCHEDULE “G”
Allocation of Purchase Price

Purchased Assets	Allocation of Purchase Price
Co-Op Lands	\$5,250,000.00
Packing House Lands	\$3,000,000.00
Keremeos Property	\$2,500,000.00
Summerland Property	\$6,750,000.00
Equipment	\$3,350,000.00
Inventory	\$1,125,000.00
Business Records	\$275,000.00
Intellectual Property	\$500,000.00
Total	\$22,750,000.00

SCHEDULE “H”
Encumbrances to be Deleted/Expunged from Title to Real Property

1. The following Encumbrances listed below in respect of the Oliver Property (as defined in Schedule A):
 - a. The mortgage registered in favour of Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945413, and all extensions and modifications thereto.
 - b. The assignment of rents registered in favour of Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945414, and all extensions thereto.
 - c. The mortgage registered in favour of Canadian Imperial Bank of Commerce on December 20, 2012, with registration number CA2926030, and all extensions thereto.
 - d. The assignment of rents registered in favour of Canadian Imperial Bank of Commerce on December 20, 2012, with registration number CA2926031, and all extensions thereto.
 - e. The modification of mortgage CA945413 registered on December 27, 2023, with registration number CB1095332.
 - f. The claim of Builder’s Lien registered by Glacier Heights Refrigeration Inc. on July 29, 2024, with registration number CB1473291.
 - g. The claim of Builder’s Lien registered by Fillmore Construction Management Inc. on July 30, 2024, with registration number CB1475172.
 - h. The claim of Builder’s Lien registered by South Okanagan Insulation Ltd. (Incorporation No. BC0971179) on August 2, 2024, with registration number HB7963.
 - i. The claim of Builder’s Lien registered by Combined Mechanical Contractors (2019) Ltd. (Incorporation No. BC1208013) on August 2, 2024, with registration number CB1486677.
 - j. The claim of Builder’s Lien registered by Ridgesec Security Ltd. (Incorporation No. BC1181645) on August 7, 2024, with registration number HB8028.
 - k. The claim of Builder’s Lien registered by Gateway Mechanical Services Inc. (Incorporation No. A0079127) on August 8, 2024, with registration number CB1495935.
 - l. The claim of Builder’s Lien registered by Keldon Electric Ltd. on August 19, 2024, with registration number CB1535917.

- m. The claim of Builder's Lien registered by Rock Welding Ltd. on August 27, 2024, with registration number CB1554780.
 - n. The claim of Builder's Lien registered by Rock Welding Ltd. on August 27, 2024, with registration number CB1554802.
 - o. The claim of Builder's Lien registered by Armitage Electric on August 27, 2024, with registration number CB1555420.
 - p. The claim of Builder's Lien registered by Van Doren Sales North Inc. on September 9, 2024, with registration number CB1582762.
 - q. The claim of Builder's Lien registered by Nielsen Roofing & Sheet Metal Ltd. on September 17, 2024, with registration number CB1601486.
2. The following Encumbrances listed below in respect of the Keremeos Property (as defined in Schedule A):
- a. The mortgage registered in favour of Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945413, and all extensions and modifications thereto.
 - b. The assignment of rents registered in favour of Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945414, and all extensions thereto.
 - c. The modification of mortgage CA945413 registered on December 27, 2023, with registration number CB1095332.
3. The following Encumbrances listed below in respect of the Summerland Property (as defined in Schedule A):
- a. The mortgage registered in favour of Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945413, and all extensions and modifications thereto.
 - b. The assignment of rents registered in favour of Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945414, and all extensions thereto.
 - c. The modification of mortgage CA945413 registered on December 27, 2023, with registration number CB1095332.
 - d. The claim of Builder's Lien registered by Glacier Heights Refrigeration Inc. on July 29, 2024, with registration number CB1473306.

SCHEDULE "I"
Estoppel Certificate

TENANT ESTOPPEL CERTIFICATE

TO: _____ and its successors and assigns (the
"Addressee")

AND TO: Any lender of the Addressee lending to the Addressee on the security of the
Summerland Property (as hereinafter defined), including without limitation,
_____ and its successors and assigns
("Lender")

RE: Lease Agreement made as of May 1, 2021, between BC TREE FRUITS
COOPERATIVE (the "**Landlord**"), as landlord, and MISSION BOTTLE
WASHING CO. (the "**Tenant**"), as tenant, as amended, renewed or extended
(collectively, the "**Lease**"), in respect of that portion of the building situate at #101
& 102 – 8911 Jubilee Road East, Summerland, British Columbia (collectively, the
"**Summerland Property**"), having a total rentable area of approximately 93,278
square feet, as more particularly described in the Lease (the "**Leased Premises**")

The undersigned, being the Tenant under the above-noted Lease, hereby certifies on request of the
Landlord pursuant to Section 10.4 of the Lease, that as of the date hereof:

1. The Lease has been validly executed and delivered by the Tenant and is unmodified, except
as set out herein, and is in good standing and in full force and effect. The Tenant has not
assigned the Lease, or sublet, licensed or otherwise parted with possession of all or part of
the Leased Premises.
2. The Tenant has not encumbered its interest in the Lease in any way or granted a security
interest in any of the goods or fixtures owned, possessed or used by the Tenant in the
Leased Premises,
3. The original term of the Lease was for a period of three (3) years commencing on May 1,
2021, and was extended for a further period of twelve (12) months commencing on May
1, 2024, pursuant to Sections 1.2(g) and 3 of the Lease. The current term of the Lease
expires on April 30, 2025, and thereafter, pursuant to Section 13.3 of the Lease and a verbal
agreement made between the Landlord and the Tenant, the Lease shall continue on a
month-to-month basis with minimum or base rent equal to the monthly minimum or base
rent last payable under the Lease (subject to any back charges to which the Landlord is
entitled as described in Section 6 below) plus an additional 6%, calculated and payable in
advance on a monthly basis, and subject to all of the other terms and conditions of the
Lease, with the exception of any terms and conditions dealing with the length of the
tenancy. The Tenant shall have no further right or option to extend or renew the term of
the Lease.

4. The Tenant has not made an application for, or participated in, any rent assistance or other rent relief program provided by any governmental authority.
5. The Tenant has accepted and is in possession of the space leased to it pursuant to the Lease which comprises approximately 93,278 square feet. The Tenant is in possession and actual occupation of the Leased Premises and is the sole occupier of the Leased Premises.
6. The Tenant has been paying regular instalments of minimum or base rent under the Lease of \$41,366.00 per month (\$496,400.00 per annum) and additional charges for utilities under the Lease of \$1,750.00 per month, plus GST. Notwithstanding the foregoing, the Tenant acknowledges that pursuant to Section 1.2(d) of the Lease, the minimum or base rent that was actually payable by the Tenant to the Landlord under the Lease for the period commencing May 1, 2024, and expiring April 30, 2025, was an additional 6% on top of the minimum or base rent currently being paid by the Tenant, and the Landlord shall be entitled to back charge the Tenant for any shortfall in respect thereof.
7. There is no amount presently held by or on behalf of the Landlord, whether as prepaid rent, a security deposit or otherwise, except for a security deposit in the amount of \$15,000.00.
8. The Lease represents the entire agreement between the Landlord and the Tenant in respect of the Leased Premises and has not been amended, supplemented or otherwise modified.
9. To the best of the Tenant's knowledge and belief, the Landlord is not in default of any of its obligations under the Lease which would permit the Tenant to terminate the Lease or withhold payment of rent.
10. The Tenant is not in default of any of its obligations under the Lease, and all of the rents payable under the Lease have been duly paid up to and including May 1, 2025, [with the exception of the payment of the additional amount owing of 6% on top of the minimum or base rent currently being paid by the Tenant for the period commencing May 1, 2024, and expiring April 30, 2025].
11. There are no tenant inducements, allowances, incentives, loans, or amounts payable by the Landlord on account of lease takeovers owing by the Landlord or other amounts payable by the Landlord to the Tenant under the Lease that have not been paid. There are no unexpired free rent periods or rent abatement rights, set-offs, credits, claims, defences, or counterclaims against the Landlord in respect of the enforcement of the Lease or the payment of any rent or other amounts payable thereunder. The Landlord has performed all work (including any repair and maintenance work) it is required to perform in respect of the Leased Premises and the Summerland Property, and there are no claims outstanding for defective workmanship and/or materials against the Landlord in respect of such work;
12. The Tenant has no right to expand the Leased Premises, right to relocate the Leased Premises, right of termination, option to purchase, right of first offer, right of first refusal, renewal or extension right, or any similar right under the Lease. Neither the Tenant nor the Landlord has delivered any notice of termination under the Lease.

13. At the expiration of the term or upon earlier termination of the Lease, the Tenant is required to peaceably surrender and deliver up vacant possession of the Leased Premises in the condition required in the Lease, and to deliver to the Landlord all keys which the Tenant has in its possession. The Tenant may remove its Tenant Equipment (as such term is defined in the Lease) from the Leased Premises provided that the Tenant shall, at its own expense, be responsible for any damage done to the Leased Premises by the removal of same and shall promptly make good such damage.
14. There is no existing dispute, claim, setoff, defense or counterclaim by or against the Landlord in respect of the Lease.
15. There is no litigation or governmental or municipal proceeding commenced or pending or threatened against use in respect to the Leased Premises.
16. The Tenant has not received any notice that the Landlord has assigned the Lease or the rent payable under the Lease.
17. The Tenant has not filed for bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) or made an application under the *Companies Creditors Arrangement Act* (Canada), nor are there any actions pending against the Tenant under any bankruptcy or insolvency laws.
18. The Tenant has all licenses and permits which the Tenant must have to operate its business from the Leased Premises, and has maintained the insurance policies required to be maintained by the Tenant under the Lease, and all are current and have not been revoked.
19. Since taking possession of the Leased Premises, the Tenant has not received any notice that the Leased Premises or the Tenant's use of the Leased Premises violates any applicable law, regulation, ordinance or directive of any governmental authority or agency or insurance company.
20. Since taking possession of the Leased Premises, the Tenant has not stored, generated, manufactured, refined, treated, transported, disposed or in any way used materials which are considered hazardous substances or wastes under applicable environmental laws and regulations (including, without limitation, petroleum or petroleum by-products) at the Leased Premises or on any other part of the Summerland Property, except possibly for *de minimus* quantities incidental to the cleaning or operation of the Tenant's business.
21. The Tenant understands that a condition of the loan from the Lender to the Addressee may require the Lender's consent to any future material modification or waiver of the terms of the Lease.
22. The undersigned certifies that the above statements, including any exceptions which have been added thereto, are full and complete. The confirmations and acknowledgements contained in this Estoppel Certificate shall be binding upon the Tenant and its heirs, administrators, executors, legal representatives, successors and assigns.
23. The Addressee and its assignee may rely on this Estoppel Certificate in connection with the purchase of the Summerland Property and assumption of the Landlord's obligations

under the Lease and the Lender may rely on this Estoppel Certificate in connection with its loan on the Summerland Property. The Tenant hereby irrevocably authorizes the Landlord and/or the Addressee to insert the name of the Addressee and the Lender as required on page 1 of this Estoppel Certificate.

24. This Estoppel Certificate may be executed electronically (including by DocuSign or similar application) and in counterparts, each of which shall be an original and all counterparts shall constitute a single document. The fact of execution of this Estoppel Certificate may be communicated by PDF electronic transmission.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

DATED as of the ____ day of _____, 2025.

MISSION BOTTLE WASHING CO., per
its authorized signatory(ies):

Per: _____
Name:
Title:

Per: _____
Name:
Title:

*I/We have the authority to bind the
corporation.*

**FIRST AMENDMENT TO OFFER TO PURCHASE AND
AGREEMENT OF PURCHASE AND SALE**

THIS AGREEMENT is made as of the 7th day of May, 2025,

BETWEEN:

WILDSTONE CAPITAL LTD.

(the “**Purchaser**”)

AND:

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

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

WHEREAS:

- A. The Vendor and the Purchaser have entered into an offer to purchase and agreement of purchase and sale dated for reference May 1, 2025 (the “**Purchase Agreement**”), in respect of the purchase and sale of the Purchased Assets (as defined in the Purchase Agreement);
- B. The Purchaser and Vendor wish to extend the Mutual Condition Date and the Closing Date; and
- C. To reflect the foregoing, the Purchaser and Vendor have agreed to amend the Purchase Agreement on the terms and conditions set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set out, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties hereby agree as follows:

1. DEFINITIONS

All capitalized words and phrases used in this agreement have the meanings attributed to them in the purchase agreement unless otherwise defined herein.

2. AMENDMENTS

The Purchase Agreement is hereby amended as follows:

- (a) Section 1.1(v) “**Closing Date**” is amended by deleting the date “May 15, 2025” and inserting “May 30, 2025” in lieu thereof; and

- (b) Section 1.1(zz) “**Mutual Condition Date**” is amended by deleting the date “May 7, 2025” and inserting “May 16, 2025” in lieu thereof.

3. RATIFICATION

Except as specifically amended by this Agreement, the Purchase Agreement will remain in full force and effect and is hereby ratified and confirmed. In the event of any inconsistency or conflict between the Purchase Agreement and this Agreement, the terms and conditions of this Agreement will govern.

4. ENUREMENT

This Agreement enures to the benefit of and is binding on the parties and their respective successors and permitted assigns.

5. FURTHER ASSURANCES

The parties will sign such further and other documents and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement.

6. TIME

Time remains of the essence of the Purchase Agreement.


[Signature Page Follows]

7. EXECUTION AND COUNTERPARTS

This Agreement may be executed in counterparts and transmitted by electronic means with the same effect as if the parties had signed the same original document. All counterparts will be construed together and will constitute one and the same agreement and, if transmitted by electronic means, each party will promptly dispatch an original to the other party.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

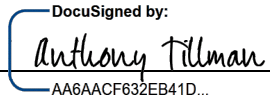
WILDSTONE CAPITAL LTD.

Per:  Signed by:
Mark Raymond Melissen
70D95F66AA9A402...

Name: Mark Raymond Melissen

Title: Director, Secretary

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

Per:  DocuSigned by:
Anthony Tillman
AA6AACF632EB41D...

Name: Anthony Tillman

Title: