

08-May-25

REGISTRY

FORCE FILED

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

NOTICE OF APPLICATION

Name of applicant: Alvarez & Marsal Canada Inc., in its capacity as court-appointed Monitor of the Petitioners (the “**Monitor**”).

To: The Service List, a copy of which is attached hereto as Schedule “A”

TAKE NOTICE that an application will be made by the applicant before the Honourable Madam Justice Gropper in person at 800 Smithe Street, Vancouver BC on May 16, 2025 at 9:00 a.m. for the orders set out in Part 1 below.

The applicant estimates that the application will take 1 hour.

This matter is not within the jurisdiction of an associate judge. Madam Justice Gropper is seized of these proceedings. The date and time of this application has been set by Scheduling.

Part 1 ORDERS SOUGHT

1. An order abridging the time for service of this Notice of Application such that the application is properly returnable on May 16, 2025.
2. An order, in substantially the form attached hereto as Schedule “B” (the “**AVO**”), approving the transaction contemplated by the offer to purchase and agreement of purchase and sale dated May 1, 2025 (as amended, the “**APA**”) between BC Tree Fruits Cooperative

(“**BCTFC**”) and Growers Supply Company Limited (“**GSC**”), by their Monitor, as vendor, and Wildstone Capital Ltd. (“**Wildstone**”), as purchaser, for substantially all of the assets and property of BCTFC and GSC.

3. Such further and other relief as this Honourable Court may deem just.

Part 2 FACTUAL BASIS

4. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Twelfth Report of the Monitor dated May 8, 2025 (the “**Twelfth Report**”).

Overview

5. On August 26, 2024, this court granted, among other orders, an amended and restated initial order which, among other things, appointed A&M as monitor of the Petitioners with certain enhanced powers, including to market and sell the Petitioners’ assets.
6. Prior to these CCAA Proceedings, BCTFC owned a number of packaging and fruit storage facilities in British Columbia at which BCTFC packaged, promoted and sold fruit produced by local fruit growers. GSC is a wholly owned subsidiary of BCTFC, and was in the business of selling equipment and other agricultural products to fruit growers in the Okanagan.
7. As detailed below, since the commencement of these CCAA Proceedings, BCTFC and GSC, through the Monitor, have actively marketed and sold many of their assets and facilities. These continued marketing efforts have culminated in the APA, which contemplates the purchase and sale of substantially all of the Petitioners’ remaining assets.

The Sales Process

8. On August 26, 2024, the court granted an order approving the SISPs to market and sell the assets of the Petitioners in two parallel sales processes: (i) the BCTF SISP; and (ii) the GSC SISP.
9. The BCTF SISP included, among other assets and property, the real property located at the following municipal addresses (collectively, the “**Real Property**”):¹
 - (a) 327 Co-op Avenue, Oliver, B.C.;

¹ First Report of the Monitor, dated August 22, 2024, at para. 7.4 (“**First Report**”).

- (b) 334 Packing House Lane, Oliver, B.C.;
 - (c) 528 10th Avenue, Keremeos, B.C.; and
 - (d) 101 & 102 8911 Jubilee Road East, Summerland, B.C.
10. The Real Property was strategically packaged together as the Monitor was of the view that the packing facility located in Oliver, B.C. (the “**Oliver Packing Plant**”) was more likely to attract buyers and a potentially higher value if sold together with the controlled atmosphere facilities located in Summerland and Keremeos, B.C., as they offer complementary facilities and equipment.²
11. The BCTF SISP resulted in a total of nine bids by November 8, 2024 (the “**Final Bid Deadline**”), none of which were *en bloc* bids. The Monitor determined not to pursue any of the bids for individual BCTFC assets at the time (except for one offer for cidery equipment) on the basis that it would be detrimental to the Members and the fruit packing industry in B.C. if the Oliver Packing Plant was left as a standalone facility with no controlled atmosphere storage capabilities. Put differently, it was believed that growers would be better off if all the Real Property were purchased as a package by someone prepared to provide the same or similar services to those previously provided by BCTFC.³
12. Following the Final Bid Deadline, the Monitor, in consultation with the Petitioners, engaged in discussions with various interested parties that expressed interest in an *en bloc* transaction that included the Oliver Packing Plant. On February 13, 2025, the Monitor received a letter of intent for BCTFC’s assets, including the Oliver Packing Plant, but the Monitor determined that the offer was not actionable as the purchase price was substantially lower than what the Monitor believed to be the value of the property and equipment in question.⁴
13. By the end of February 2025, the Monitor had not received any viable *en bloc* offers for the remaining property of BCTFC, despite the Monitor’s extensive marketing efforts since August 2024, coupled with numerous outreaches and discussions with Management.⁵

² First Report, at para. 7.5.

³ Tenth Report of the Monitor, dated February 24, 2025, at para. 6.2 (the “**Tenth Report**”).

⁴ Tenth Report, at para. 6.5.

⁵ Tenth Report, at para. 6.6.

14. On March 5, 2025, the Monitor re-commenced the marketing of the BCTF Group’s assets, including (collectively, the “**Remaining Assets**”):⁶
- (a) the Oliver Packing Plant (includes lands, equipment and apple bins);
 - (b) the controlled atmosphere storage facility at Keremeos, B.C. (includes lands, equipment and apple bins) (the “**Keremeos Property**”);
 - (c) controlled atmosphere storage facility at Summerland, B.C. (includes lands, equipment and apple bins) (the “**Summerland Property**”);
 - (d) various intellectual property, including trademarks of BCTFC and GSC; and
15. The Monitor was of the view that it was in the stakeholders’ best interests to re-market the Remaining Assets of the BCTF Group without the *en bloc* preference, to potentially allow some or all of the equipment and storage facilities to be in use by the time the 2025 packing season commences.⁷
16. The Monitor marketed the Remaining Assets by, among other things:⁸
- (a) distributing marketing materials and a draft form of a confidentiality agreement to 92 parties, including parties who previously executed Confidentiality Agreements under the SISPs, other potentially interested parties, liquidators and auctioneers;
 - (b) placing a digital advertisement on Castanet.net, an online news outlet with a wide audience in the Okanagan region of British Columbia; and
 - (c) providing 73 parties access to the electronic data room established by the Monitor, of which 45 accessed the data room and 13 conducted site visits.
17. This marketing process resulted in the Monitor receiving 28 bids by the bid deadline of March 31, 2025. Only one offer was an *en bloc* offer and included the Oliver Packing Plant. Of the other 27 bids, 23 were for individual assets and 4 were for liquidation proposals, none of which could be combined to culminate in a sale of the Remaining Assets or result in recoveries superior to the value obtained under the Winning Bid (as defined below).⁹

⁶ Eleventh Report of the Monitor, dated April 23, 2025, at para. 6.1 (the “**Eleventh Report**”); Twelfth Report, at para. 5.1.

⁷ Eleventh Report, at para. 6.2.

⁸ Eleventh Report, at paras. 6.3 – 6.4; Twelfth Report, at para. 5.2.

⁹ Twelfth Report, at para. 5.4.

18. The Monitor, in consultation with Management, selected the *en bloc* bid from Wildstone as the Winning Bid. Through negotiations with Wildstone, the Monitor successfully increased the purchase price from the original offer of \$21.5 million to \$22.75 million.¹⁰

The APA

19. On May 1, 2025, BCTFC and GSC, by the Monitor, and Wildstone entered into the APA, which includes the following key-terms:

APA – Key Terms	
Purchaser	Wildstone Capital Ltd.
Purchase Price	\$22.75 million.
Deposit Received	\$2.15 million.
Purchased Assets	All of right, title and interest of BCTFC and GSC in and to the following: <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;- 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 under the APA.

¹⁰ Twelfth Report, at para. 5.5.

APA – Key Terms	
Closing Date	May 30, 2025, or as extended under 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;- the Purchaser must not assign the 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;- the assets are purchased on an as-is, where-is basis, with limited representations by BCTF, GSC and the Monitor; and- the APA is subject to court-approval.

20. The Monitor supports the AVO for the following reasons:¹¹

- (a) the APA is the highest and best offer received through the Monitor’s various sales processes,
- (b) the Monitor does not believe that any further marketing will result in a higher offer;
- (c) the transaction contemplated by the APA (the “**Transaction**”) is expected to close on May 30, 2025, which means that Okanagan growers will be able to use the facilities and packing operations for the 2025 fruit-packing season;
- (d) a deposit of \$2.15 million was received, and the transaction is not subject to financing conditions;
- (e) BCTFC and GSC will be in a position to pay all remaining creditors’ claims with cash on hand and the transaction proceeds if the APA is approved and the final Proven Claims in the Claims Process are not significantly higher than the Monitor’s estimate of the known claims; and
- (f) the Transaction will eliminate any further holding costs for the Real Property.

21. The Monitor is aware that the Purchaser and the members of BCTFC are currently negotiating to potentially amend the structure of the Transaction. The Monitor will provide a further report to the court if an alternate agreement is reached before the Closing Date.¹²

¹¹ Twelfth Report, at para. 5.11.

¹² Twelfth Report, at para. 5.12.

Part 3 LEGAL BASIS

22. The Monitor relies on:
- (a) the CCAA;
 - (b) the *Supreme Court Civil Rules*;
 - (c) the inherent and equitable jurisdiction of this Court; and
 - (d) such further and other legal bases and authorities as counsel may advise and this Court may permit.

Approval of the APA

23. Section 36 of the CCAA provides the statutory basis for approval of a sale outside the ordinary course of business in CCAA proceedings.
24. Section 36(5) of the CCAA sets out the non-exhaustive list of factors to be considered in respect of a sale of an insolvent debtor's assets:
- (a) whether the process leading to the proposed sale or disposition was reasonable in the circumstances;
 - (b) whether the monitor approved the process leading to the proposed sale or disposition;
 - (c) whether the monitor filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;
 - (d) the extent to which the creditors were consulted;
 - (e) the effects of the proposed sale or disposition on the creditors and other interested parties; and
 - (f) whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.
25. In addition to the factors set out above, the court should consider all of the circumstances to determine whether the proposed sale is fair and reasonable, an analysis that focuses on the process used to attempt to obtain the best price for the assets in question for the benefit

of creditors. To that end, courts have also considered the so-called “Soundair” factors, which are:¹³

- (a) whether sufficient effort has been made to obtain the best price and that the debtor has not acted improvidently;
- (b) the interests of all parties;
- (c) the efficacy and integrity of the process by which offers have been obtained; and
- (d) whether there has been unfairness in the working out of the process.

26. Courts will generally approve a sale where the monitor is of the view that the sale price and terms are commercially reasonable and satisfactory.¹⁴

27. The Monitor submits that approval of the APA is appropriate for the following reasons:

- (a) the Remaining Assets have been marketed in a fair and transparent manner, starting in August 2024;
- (b) the APA is the best and highest offer received by the Monitor from the various sales processes;
- (c) the Monitor does not believe that any further marketing will result in a higher purchase price;
- (d) the Monitor supports the APA;
- (e) the APA has a near-term closing date that will allow the packing facilities to be used by Okanagan growers in the upcoming fruit season;
- (f) if the APA is approved, and subject to the results of the Claims Process, the Monitor expects BCTFC and GSC will be able to repay all outstanding claims against the BCTF Group with cash on hand and the proceeds from the Transaction; and
- (g) the Transaction will eliminate further holding costs for the Real Property.

¹³ *Royal Bank of Canada v. Soundair Corp.*, 1991 CanLII 2727 (ONCA); *Veris Gold Corp. (Re)*, 2015 BCSC 1204, at paras. 22-25; *North American Tungsten Corporation Ltd (Re)*, 2016 BCSC 12 at paras. 29-30 [*North American Tungsten*].

¹⁴ *North American Tungsten*, at para. 30.

Part 4 MATERIAL TO BE RELIED ON

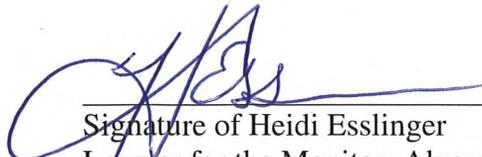
28. Twelfth Report of the Monitor, dated May 8, 2025.

29. Such further and other materials as counsel may advise and this Court may allow.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application,

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed Application Response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated: 08-May-2025



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

To be completed by the court only:

Order made

in the terms requested in paragraphs of Part 1 of this Notice of Application

with the following variations and additional terms:
.....
.....
.....

Date:

Signature of Judge Associate Judge

The Solicitors for the Monitor are Fasken Martineau DuMoulin LLP, whose office address and address for delivery is 550 Burrard Street, Suite 2900, Vancouver, BC V6C 0A3 Telephone: +1 604 631 3131 Facsimile: +1 604 631 3232 E-mail: hesslinger@fasken.com (Reference: Heidi Esslinger/285937.00020)

APPENDIX**THIS APPLICATION INVOLVES THE FOLLOWING:**

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts
- none of the above

SCHEDULE "A"

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

CCA SERVICE LIST

As at May 8, 2025

<p>Fasken Martineau DuMoulin LLP Attention: Kibben Jackson Mishaal Gill Heidi Esslinger Suzanne Volkow Email: kjackson@fasken.com mgill@fasken.com hesslinger@fasken.com svolkow@fasken.com jbeaulieu@fasken.com richeung@fasken.com</p> <p><i>Counsel for the Monitor, Alvarez & Marsal Canada Inc.</i></p>	<p>Norton Rose Fulbright Canada LLP Attention: Howard Gorman, K.C. Scott Silver Email: howard.gorman@nortonrosefulbright.com Scott.Silver@nortonrosefulbright.com</p> <p><i>Counsel for the Petitioners</i></p>
<p>Alvarez & Marsal Canada Inc. Attention: Todd Martin Anthony Tillman Pinky Law Monica Cheung Email: tmartin@alvarezandmarsal.com atillman@alvarezandmarsal.com pinky.law@alvarezandmarsal.com monicacheung@alvarezandmarsal.com</p> <p><i>Court Appointed Monitor</i></p>	

<p>PricewaterhouseCoopers Inc. Attention: Michelle Grant Michelle Pickett Email: michelle.grant@pwc.com michelle.pickett@pwc.com</p>	<p>Koskie Glavin Gordon Attention: Anthony Glavin Raashi Ahluwalia Email: glavin@koskieglavin.com RAhluwalia@koskieglavin.com <i>Counsel for UFCW Local 247</i></p>
<p>Osler LLP Attention: Mary Buttery, K.C. Emma Newbery Christian Garton Lucas Hodgson Email: muttery@osler.com enewbery@osler.com cgarton@osler.com lhodgson@osler.com <i>Counsel for BC Tree Fruits members</i></p>	<p>Province of British Columbia Attention: Aaron Welch Email: aaron.welch@gov.bc.ca AGLSBRevTaxInsolvency@gov.bc.ca</p>
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<p>Mission Bottle Washing Co. Ltd. Attention: Maged Said Email: msaid@mbwco.ca</p>	<p>Vernon Law Attention: Steven Dvorak Email: sdd@vernonlaw.ca <i>Counsel for N.M. Bartlett Inc.</i></p>

<p>Dentons LLP</p> <p>Attention: John Sandrelli Chelsea Denton Brigham Jagger Sasha Vukovic Manveer Bisla Avic Arenas</p> <p>Email: john.sandrelli@dentons.com Chelsea.denton@dentons.com brigham.jagger@dentons.com sasha.vukovic@dentons.com manveer.bisla@dentons.com avic.arenas@dentons.com</p> <p><i>Counsel for Wildstone Capital Ltd.</i></p>	
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E-Service List

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SCHEDULE "B"

DRAFT AVO

[see attached]

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) May 16, 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 16th 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 Twelfth Report of the Monitor to the Court dated May 8, 2025 (the "**Report**"); AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCA**"), 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, between BC Tree Fruits Cooperative (“**BCTFC**”) and Growers Supply Company Limited (together, the “**Vendors**”), as vendors, and Wildstone Capital Ltd. (the “**Purchaser**”), as purchaser, and amended by the First Amendment to Offer to Purchase and Agreement of Purchase and Sale dated May 7, 2025 between the Vendors and the Purchaser (together the “**Sale Agreement**”) copies of which agreements are attached together as Appendix “A” 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 May 16, 2025 (the “**Approval and Vesting Order**”) and the Asset Purchase Agreement dated May 1, 2025 (as amended, 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**")