



This is the 2nd Affidavit
of Jordan Beaulieu in this case
and was made on May 15, 2025

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

AFFIDAVIT


I, Jordan Beaulieu, of 2900 – 550 Burrard Street, Vancouver, B.C., SWEAR THAT:

1. I am a legal assistant in the law firm of Fasken Martineau DuMoulin LLP, solicitors for Alvarez & Marsal Canada Inc., in its capacity as court-appointed monitor of the Petitioners, and as such have personal knowledge of the facts hereinafter deposed to except where stated to be on information and belief, in which case I verily believe them to be true.
2. Attached as **Exhibit "A"** hereto is a true copy of the Assignment and Assumption of Offer to Purchase dated May 14, 2025, between Wildstone Capital Ltd., as assignor, and Manage Wildstone Partnership, as assignee.
3. Attached as **Exhibit "B"** hereto is a true copy of the statement of registration of Manage Wildstone Partnership retrieved on May 14, 2025.


4. Attached as **Exhibit "C"** hereto is a true copy of the central securities register for 602590 B.C. Ltd.

5. Attached as **Exhibit "D"** hereto is a true copy of the central securities register for Manage Holdings Ltd.

SWORN BEFORE ME at Vancouver,
British Columbia, on May 15, 2025.



A/Commissioner for taking Affidavits for
British Columbia



JORDAN BEAULIEU

HEIDI N. ESSLINGER
Barrister & Solicitor
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3
604 631 4885

This is Exhibit " A " referred to in the af-
fidavit of Jordan Beaulieu
sworn before me at Vancouver
this 15 day of May 2025.



A Commissioner for taking Affidavits
for British Columbia

ASSIGNMENT AND ASSUMPTION OF OFFER TO PURCHASE

THIS ASSIGNMENT dated for reference May 14, 2025.

BETWEEN:

WILDSTONE CAPITAL LTD.

(the "Assignor")

AND:

MANAGE WILDSTONE PARTNERSHIP

(the "Assignee")

IN FAVOUR OF:

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

(collectively, the "Vendor")

WHEREAS:

- A. Pursuant to an Offer to Purchase and Agreement of Purchase and Sale made as of May 1, 2025, between the Vendor, as vendor, and the Assignor, as purchaser, as amended by the First Amendment to Offer to Purchase and Agreement of Purchase and Sale dated May 7, 2025 (collectively, the "**Contract**"), the Vendor agreed to sell and the Assignor agreed to purchase the Purchased Assets (as defined in the Contract) on the terms and conditions set out therein;
- B. The Assignee and the Assignor are Affiliates or Related Entities (as defined in the Contract); and
- C. Pursuant to Section 9.10 of the Contract, the Assignor wishes to assign all of its right, title, and interest in and to the Contract to the Assignee, and the Assignee wishes to accept such assignment on the terms and conditions contained herein.

NOW THEREFORE in consideration of the terms and conditions set out in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties covenant and agree as follows:

1. DEFINITIONS

In this Assignment, terms which are defined in the Contract and which are used and capitalized in this Assignment shall have the respective meanings specified in the Contract unless otherwise defined herein.

2. REPRESENTATIONS AND WARRANTIES

The Assignor represents and warrants to the Assignee and the Vendor that:

- (a) the Contract is valid and enforceable, that all deposits required under its terms have been paid and that neither party is in default of its terms; and
- (b) that each of the Assignee and the Nominees (as hereinafter defined) is an Affiliate or Related Entity to the Assignor, and that it will continue to be so at Closing of the Sale Transaction contemplated by the Contract on the Closing Date.

3. ASSIGNMENT

Effective as of the date hereof (the "**Effective Date**"), the Assignor absolutely assigns, transfers, and sets over to the Assignee all of the right, title, benefit, and interest of the Assignor, as purchaser, in, to, and under the Contract, including any deposits and amounts paid thereunder.

4. ASSUMPTION BY ASSIGNEE

- (a) As of the Effective Date, the Assignee assumes all obligations and liabilities of the Assignor under the Contract and covenants and agrees with the Assignor, for the benefit of the Assignor and the Vendor, to be bound by and to perform and observe all covenants, terms, conditions, and obligations of the Contract binding upon and to be performed and observed by the Assignor as if the Assignee originally executed the Contract as purchaser thereunder.
- (b) The Assignor acknowledges and agrees with the Assignee, for the benefit of the Assignee and the Vendor, that the assignment and assumption set out in Section 3 and Section 4(a) hereof shall not release the Assignor from its covenants, obligations, and liabilities under the Contract and the Assignor will remain jointly and severally liable with the Assignee for all covenants, obligations, and liabilities of the Assignor under the Contract.
- (c) The Assignee hereby directs that on Closing, legal title to the Lands will be registered in the name of the Purchaser's title nominees identified in Schedule A hereto (collectively, the "**Nominees**"), in accordance with their respective interests in the Lands as described therein.

5. MISCELLANEOUS

- (a) Each of the parties shall execute and deliver, at the request of the other, all such further documents and instruments, and shall do all things that are necessary to give full effect to the intent and meaning of this Assignment.
- (b) This Assignment shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
- (c) Time shall be of the essence of this Assignment and of all the transactions contemplated in it.


- (d) This Assignment may be executed in any number of counterparts (including counterparts by electronic transmission), each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Assignment is as effective as delivery of an originally executed counterpart of this Assignment.

[Remainder of page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF this Assignment has been executed by the parties as of the day and year first above written.

Assignor:

WILDSTONE CAPITAL LTD., by its authorized signatory:

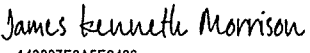
Signed by:

70D95F66AA9A402...

Mark Raymond Melissen, Director

Assignee:

MANAGE WILDSTONE PARTNERSHIP, by its partners:

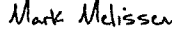
602590 BC LTD., by its authorized signatory:

DocuSigned by:

143297E3A5E2426...

James Kenneth Morrison, Director

- and -

MANAGE HOLDINGS LTD., by its authorized signatory:

Signed by:

70D95F66AA9A402...

Mark Raymond Melissen, Director

**SCHEDULE A
TITLE NOMINEES**

Lands	Nominee	Interest	Legal Description
Co-op Lands	1539629 B.C. LTD.	as to an undivided 100% interest	PID: 029-001-285 LOT A DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN EPP25807
	1539631 B.C. LTD.	as to an undivided 100% interest	PID: 029-001-293 LOT B DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN EPP25807
Keremeos Property	1539642 B.C. LTD.	as to an undivided 20% interest	PID: 008-237-051 LOT 1 DISTRICT LOT 174 SIMILKAMEEN DIVISION YALE DISTRICT PLAN 18668 EXCEPT PLAN KAP61843
Keremeos Property	1539643 B.C. LTD.	as to an undivided 80% interest	PID: 008-237-051 LOT 1 DISTRICT LOT 174 SIMILKAMEEN DIVISION YALE DISTRICT PLAN 18668 EXCEPT PLAN KAP61843
Summerland Property	1539647 B.C. LTD.	as to an undivided 15% interest	PID: 005-529-018 LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT PLAN 25304
	1539647 B.C. LTD.	as to an undivided 15% interest	PID: 005-529-026 LOT 2 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT PLAN 25304
	1539647 B.C. LTD.	as to an undivided 15% interest	PID: 009-868-135 LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT PLAN 8244
Summerland Property	1539648 B.C. LTD.	as to an undivided 85% interest	PID: 005-529-018 LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT PLAN 25304
	1539648 B.C. LTD.	as to an undivided 85% interest	PID: 005-529-026 LOT 2 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT PLAN 25304
	1539648 B.C. LTD.	as to an undivided 85% interest	PID: 009-868-135 LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT PLAN 8244

This is Exhibit " **B** " referred to in the af-
fidavit of **Jordan Beaulieu**
sworn before me at ... **Vancouver**
this ... **15** ... day of ... **May** ... 20 **25**



.....
A Commissioner for taking Affidavits
for British Columbia



8
STATEMENT OF REGISTRATION
BC General Partnership - Partnership Act

MANAGE WILDSTONE PARTNERSHIP

Registration Number: FM1075741
Filed Date and Time: May 14, 2025 at 2:56 pm Pacific time
Business Number: Not Available
Retrieved Date and Time: May 14, 2025 at 2:56 pm Pacific time

CERTIFIED COPY
of a document filed with the
Province of British Columbia
Registrar of Companies


S. O'CALLAGHAN

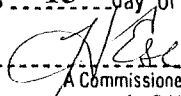
Business Information

Name Request Number: NR 3640850
Business Name: MANAGE WILDSTONE PARTNERSHIP
Nature of Business: Other activities related to real estate
Business Start Date: May 14, 2025

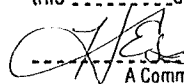
Mailing Address	Delivery Address
20th Floor, 250 Howe Street Vancouver BC V6C 3R8 Canada	20th Floor, 250 Howe Street Vancouver BC V6C 3R8 Canada

Partner Information

602590 B.C. LTD. Incorporation Number: BC0602590	Mailing Address 409 Ellis Street Penticton BC V2A 4M1 Canada	Delivery Address 409 Ellis Street Penticton BC V2A 4M1 Canada
MANAGE HOLDINGS LTD. Incorporation Number: BC0894147	Mailing Address 409 Ellis Street Penticton BC V2A 4M1 Canada	Delivery Address 409 Ellis Street Penticton BC V2A 4M1 Canada

This is Exhibit " C " referred to in the af-
fidavit of Jordan Beaulieu
sworn before me at Vancouver
this 15 day of May 20 25

A Commissioner for taking Affidavits
for British Columbia

This is Exhibit " **D** " referred to in the af-
fidavit of **Jordan Beaulieu**
sworn before me at **Vancouver**
this **15** day of **May** 20**25**



A Commissioner for taking Affidavits
for British Columbia

