



FORCE FILED

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, 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. ("**A&M**"), in its capacity as court-appointed receiver of all of the assets, undertakings and property of the Petitioners (in such capacity, the "**Receiver**").

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 to the Honourable Madam Justice Gropper at the courthouse at 800 Smithe Street, Vancouver, British Columbia on April 9, 2026 at 10:00 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, substantially in the form attached hereto as Schedule "B", among other things:
 - (a) authorizing the Receiver to make payments, in full, to each person having a claim against the Petitioners that has been (each, an "**Accepted Claim**"): (i) allowed by

the Receiver or deemed to have been accepted in accordance with the Claims Process Order (defined below); or (ii) admitted as a Proven Claim (as defined in the Claims Assignment Order (defined below)), with each Accepted Claim being enumerated at paragraph 5.2 of the Second Report of the Receiver dated April 1, 2026 (the “**Second Report**”);

- (b) approving the disallowance by the Monitor and Receiver, as applicable, of the Claim of Farming Karma Fruit Company Ltd. (the “**Farming Karma Claim**”), in accordance with the Claims Process Order; and
- (c) authorizing the Receiver to deliver a Notice of Revision or Disallowance for any and all Claims in respect of Proofs of Claim delivered to the Monitor pursuant to the Claims Process Order, but which have not yet been reviewed and adjudicated pursuant to paragraph 20 of the Claims Process Order, including but not limited to the Omitted Claim (as defined and described at paragraph 7.1 of the Second Report), on or before April 30, 2026, with all other provisions of the Claims Process Order continuing to apply to such Claims

(the “**Third Claims Payment Order**”).

- 2. An order, substantially in the form attached hereto as Schedule “C”, among other things:
 - (a) amending the style of the within proceedings by: (i) deleting “BC Tree Fruits Cooperative” and replacing it with “Okanagan Growers Distribution Cooperative”, and (ii) deleting “Growers Supply Company Limited” and replacing it with “0015755 B.C. Ltd.”; and
 - (b) approving the activities of the Receiver as set forth in the First Report of the Receiver dated September 29, 2025 (the “**First Report**”) and in the Second Report (collectively, the “**Reports**”);
 - (c) approving the fees, disbursements and taxes of the Monitor and the Receiver and their legal counsel, Fasken Martineau DuMoulin LLP (“**Fasken**”), for the period August 6, 2024 to February 28, 2026, inclusive (the “**Fee Period**”).

3. An order, substantially in the form attached hereto as Schedule “D”, approving the Member Distribution Determination Procedure (as defined below).

4. Such further and other relief as counsel may request and this Honourable Court may deem just.

Part 2 FACTUAL BASIS

5. Capitalized terms used and not otherwise defined in this Notice of Application shall have the meanings ascribed thereto in the Second Report.

Background

6. On August 13, 2024, this Court granted an initial order under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), which, among other things, appointed A&M as Monitor of the Petitioners with certain enhanced powers, and granted a stay of proceedings for a period of ten (10) days (the “**Initial Order**”). The stay was extended on a number of occasions, up to and including August 29, 2025.

7. On August 27, 2025, on the application of the Monitor, this Court granted:

(a) an order, among other things, authorizing the Monitor to pay to each person having an Accepted Claim (as defined therein) the full amount of such claim from the funds in the possession of the Petitioners (the “**First Claims Payment Order**”); and

(b) an order, among other things:

(i) appointing A&M as receiver, without security, of all of the assets, undertakings and property of the Petitioners, including all proceeds thereof; and

(ii) expressly empowering and authorizing the Receiver to, among other things, carry out all duties of the Monitor under the Claims Process Order (defined below), including to resolve any outstanding disputed claims (the “**Receivership Order**”).

8. Prior to the Receiver's appointment, the Monitor had sold substantially all of the Petitioners' assets. In particular, the Monitor conducted sales and investment solicitation processes, and applied for and obtained eight (8) sale approval and vesting orders to effect the sale of substantially all of the Petitioners' assets. The last of the transactions closed on July 24, 2025, with the result that the Petitioners' only significant remaining asset is cash realized by the Monitor (the "**Realized Cash**").

Payment of Accepted Claims

9. In these proceedings, this Court has granted two orders to determine the amount and nature of claims against the Petitioners, being:

- (a) an order granted October 24, 2024 which, among other things, created a procedure to determine Proven Claims (*i.e.*, conclusively determine claims arising from the delivery by growers to BCTFC of apples in 2023, and cherries and plums in 2024, according to the procedure set out therein); and
- (b) an order granted April 28, 2025 which, among other things, created a procedure to determine the Accepted Claims, including Pre-Filing Claims, Restructuring Period Claims, and D&O Claims (as such terms are defined in such order).

10. On October 3, 2025, the Court granted an order, among other things, authorizing the Receiver to pay to each person having an Accepted Claim the full amount of such claim from the funds in the possession of the Receiver (the "**Second Claims Payment Order**").

11. Since its last appearance before the Court, the Receiver has resolved further claims as contemplated by the Claims Process Order. Presently, there are only three (3) claims totalling approximately \$683,466.60 that have yet to be resolved, some of which may need to be adjudicated by the Court (the "**Disputed Claims**").

12. The balance of the Realized Cash will be sufficient to pay in full all Proven Claims and claims accepted under the Claims Process Order, including the additional Accepted Claims and the outstanding Disputed Claims (even if proven in the amounts asserted by their respective claimants).

13. The Receiver seeks the Third Claims Payment Order which, among other things, authorizes it to make payments to those persons having Accepted Claims, as enumerated in paragraph 5.2 of the Second Report.

Claims Adjudication

14. As part of the Third Claims Payment Order, the Receiver also seeks this Court's approval of: (a) the Receiver's disallowance of the Farming Karma Claim and (b) an extension of the deadline for the Receiver to deliver a Notice of Revision or Disallowance under the Claims Process Order with respect to claims which may have been inadvertently omitted from the adjudication process undertaken by the Monitor and Receiver, as applicable.

Disallowance of the Farming Karma Claim

15. The Farming Karma Claim is an unsecured claim against BCTFC in the amount of \$16,320.00. As detailed at paragraphs 6.1 through 6.8 of the Second Report, the Monitor had adjudicated the Farming Karma Claim in accordance with the terms of the Claims Process Order and disallowed such claim in its entirety. The claimant, Farming Karma Fruit Company Ltd. ("**Farming Karma**"), filed a Notice of Dispute disputing the disallowance, but subsequently, orally advised the Receiver that it does not intend to further pursue its claim. Farming Karma has never confirmed in writing that it is not pursuing its claim, accordingly, the Receiver seeks confirmation from this Court of the Receiver's disallowance of the claim.

Adjudication of the Omitted Claim

16. Following inquiries from a claimant, the Receiver has determined that a claim submitted by Karmjit and Balvir Gill on May 29, 2025 in the amount of \$50,000.00 (the "**Omitted Claim**") was inadvertently omitted from the Monitor's review and adjudication.

17. Pursuant to the Claims Process Order, if the Monitor does not send a Notice of Revision or Disallowance to a Claimant within 20 days after the Business Day on which the Monitor is deemed to have received the Proof of Claim, or by June 27, 2025, whichever is later, the Claim shall be deemed to have been accepted in the amount submitted.

18. Based on information available and upon adjudication by the Receiver, the Receiver is of the view that the Omitted Claim should not be accepted in the amount filed. Accordingly, the Receiver seeks this Court's approval to extend the deadline for the Receiver's issuance of a Notice of Revision or Disallowance in order to enable the Receiver to deliver a Notice of Revision or Disallowing accepting the Omitted Claim at \$36,884.41. The Receiver has advised the claimant of its intention to revise the Omitted Claim, and the claimant has verbally agreed to the proposed plan of action.

Amendment to Style of Cause

19. On August 27, 2025, the Court authorized the Receiver to take steps to effect the change of names for BCTFC and for GSC. On September 18, 2025, the name of GSC was changed to "0015755 B.C. Ltd.", and, on February 23, 2026, the name of BCTFC was changed to "Okanagan Growers Distribution Cooperative" ("**OGDC**").

20. The Receiver seeks to amend the style of these proceedings to reflect the current name of the Petitioners.

The Receiver's Activities

21. The Reports detail the activities of the Receiver since its appointment, which include, but are not limited to, the following:

- (a) effecting the name changes for BCTFC and GSC;
- (b) continuing to administer the claims process as set out in the Claims Process Order;
- (c) engaging in discussions with the relevant claimants regarding the resolution and/or adjudication of the Disputed Claims;
- (d) obtaining the Second Claims Payment Order and distributing the payments authorized therein;
- (e) engaging in discussions with the CRA regarding its assessment of GST input credits claimed by GSC;

- (f) responding to inquiries from growers and members of BCTFC (now OGDC) regarding entitlement and eligibility for potential distributions from surplus funds;
- (g) working with Fasken, in consultation with the former VP of corporate development of BCTFC, to develop the proposed Member Distribution Determination Procedure; and
- (h) preparing the Reports for this Honourable Court's use.

Fees of the Monitor and Receiver and Their Legal Counsel

22. Pursuant to paragraphs 43 and 44 of the Amended and Restated Initial Order dated August 26, 2024 (the "**ARIO**"), the Monitor and its counsel are to be paid their fees and disbursements, in each case at their standard rates and charges. The ARIO further provides that the Monitor and its counsel will pass their accounts from time to time, with such accounts referred to a judge of this Court for determination (which may be heard by the judge on a summary basis).

23. Likewise, pursuant to paragraphs 24 and 26 of the Receivership Order, the Receiver and its counsel are to be paid their fees and disbursements, in each case at their standard rates and charges. The Receiver and its counsel are also to pass their accounts from time to time, including by referral to a judge of this Court to be heard on a summary basis.

24. The particulars of the fees of the Monitor and Receiver and their legal counsel, Fasken, are summarized in the Second Report, Affidavit No. 1 of Anthony Tillman made April 1, 2026 (the "**Tillman Affidavit**"), and Affidavit No. 1 of Kibben Jackson made April 1, 2026 (the "**Jackson Affidavit**").

25. During the Fee Period, the Monitor's fees total \$2,024,763.64, the Receiver's fees total \$361,368.82, and Fasken's fees total \$1,171,544.33, including disbursements and applicable taxes.

26. The Monitor's fees are summarized in the table below, and are further detailed in the Tillman Affidavit:

Invoice #	Invoice Date	Fees (\$)	Disbursements (\$)	GST/PST (\$)	Total (\$)
857206 – Invoice #1	September 23, 2024	229,287.00	1,429.39	11,535.82	242,252.21
857206 – Invoice#2	October 8, 2024	225,840.50	1,974.22	11,390.74	239,205.46
857206 – Invoice#3	November 14, 2024	194,298.50	2,575.46	9,843.70	206,717.66
857206 – Invoice#4	December 13, 2024	147,461.00	2,524.98	7,499.30	157,485.28
857206 – Invoice#5	January 15, 2025	87,188.00	74.78	4,363.14	91,625.92
857206 – Invoice#6	February 18, 2025	105,995.50	0.00	5,299.78	111,295.28
857206 – Invoice#7	March 19, 2025	85,929.00	243.14	4,308.61	90,480.75
857206 – Invoice#8	April 29, 2025	111,693.50	4,336.92	5,801.52	121,831.94
857206 – Invoice#9	May 12, 2025	173,171.00	8,867.75	9,101.94	191,140.69
857206 – Invoice#10	June 16, 2025	139,082.00	821.75	6,995.19	146,898.94
857206 – Invoice#11	July 24, 2025	189,832.00	200.00	9,501.60	199,533.60
857206 – Invoice#12	August 28, 2025	91,855.50	418.28	4,613.69	96,887.47
857206 – Invoice#13	September 11, 2025	123,039.50	206.63	6,162.31	129,408.44
TOTAL		\$1,904,673.00	\$23,673.30	\$96,417.34	\$2,024,763.64

27. The Receiver’s fees are summarized in the table below, and are further detailed in the Tillman Affidavit:

Invoice #	Invoice Date	Fees (\$)	Disbursements (\$)	GST/PST (\$)	Total (\$)
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857206B – Invoice#1	October 20, 2025	108,389.50	1,143.75	5,476.66	115,009.91
857206B – Invoice#2B	November 10, 2025	58,718.50	0.00	2,935.93	61,654.43
857206B – Invoice#3B	December 11, 2025	40,857.00	0.00	2,042.85	42,899.85
857206B – Invoice#4B	January 15, 2026	29,719.00	52.47	1,488.57	31,260.04
857206B – Invoice#5B	February 18, 2026	42,131.00	43.06	2,108.70	44,282.76
857206B – Invoice#6B	March 10, 2026	62,506.50	600.00	3,155.33	66,261.83
TOTAL		\$342,321.50	\$1,839.28	\$17,208.04	\$361,368.82

28. Fasken’s fees are summarized in the table below, and are further detailed in the Jackson Affidavit:

Invoice #	Invoice Date	Fees (\$)	Disbursements (\$)	GST/PST (\$)	Total (\$)
Invoices rendered in connection with Fasken’s services as Monitor’s counsel					
2040537	September 25, 2024	103,597.50	1,568.06	12,503.42	117,668.98
2044788	October 4, 2024	116,642.00	493.54	14,012.07	131,147.61
2057783	November 12, 2024	112,879.00	3,976.58	13,679.98	130,535.56
2071393	December 10, 2024	45,394.50	1,386.75	5,487.89	52,269.14
2081696	December 31, 2024	53,579.50	685.28	6,448.03	60,712.81
2094990	February 12, 2025	42,964.00	1,304.19	5,187.96	49,456.15
2106585	March 12, 2025	48,173.50	1,502.56	5,834.94	55,511.00
2122800	April 16, 2025	60,352.00	1,197.29	7,299.33	68,848.62
2133751	May 13, 2025	102,709.00	1,556.06	12,387.44	116,652.50

2144931	June 9, 2025	44,552.50	1,005.31	5,389.02	50,946.83
2156686	July 8, 2025	65,522.50	103.23	7,867.44	73,493.17
2169488	August 13, 2025	84,946.00	1,098.35	10,227.01	96,271.36
2180040	September 9, 2025	40,366.00	1,123.99	4,882.92	46,372.91
SUBTOTAL		921,678.00	17,001.19	111,207.45	1,049,886.64
Invoices rendered in connection with Fasken's services as Receiver's counsel					
2195348	October 22, 2025	28,063.50	592.70	3,385.00	32,041.20
2203379	November 12, 2025	38,282.00	406.11	4,609.74	43,297.85
2214865	December 5, 2025	9,830.50	132.70	1,186.00	11,149.20
2226734	December 31, 2025	10,468.00	127.20	1,262.52	11,857.72
2238669	February 9, 2026	11,528.00	77.60	1,387.24	12,992.84
2254296	March 21, 2026	9,124.00	100.00	1,094.88	10,318.88
SUBTOTAL		107,296.00	1,436.31	12,925.38	121,657.69
TOTAL		\$1,028,974.00	\$18,437.50	\$124,132.83	\$1,171,544.33

29. The Receiver has reviewed Fasken's invoices in respect of the above and concluded that they are reasonable and appropriate in the circumstances.

30. The Receiver submits that the fees of the Monitor and the Receiver, and their legal counsel, are fair and reasonable in the circumstances, and that the time spent was necessary and the work was delegated to the appropriate professionals within each firm. Accordingly, the Receiver seeks an Order approving the fees of the Monitor and the Receiver, and those of their legal counsel, Fasken.

Member Distribution Determination Procedure

31. Following completion of payments on account of Accepted Claims, the Receiver expects to hold approximately \$14.6 million in surplus funds, subject to any further payments for Accepted Claims as may be approved by this Honourable Court and ongoing costs of administering the receivership estate. In order to determine the relative amounts to which any member or former

member is entitled from the surplus funds, the Receiver must first determine the amount of tree fruits delivered by former and current members of the BCTFC (now OGDC) in accordance with the *BC Tree Fruits Cooperative Rules*, revised November 16, 2021 (the “*Co-op Rules*”). Accordingly, in consultation with the former VP of corporate development of BCTFC, the Receiver has developed the Member Distribution Determination Procedure to efficiently and effectively assess and adjudicate the Delivery Amount (*i.e.* the pounds of fruits delivered during the period June 1, 2018 to May 31, 2024, inclusive).

32. As set out in Rule 125 of the *Co-Op Rules*, in the event that BCTFC permanently ceases operations, surplus funds are to be dealt with as follows:

125. Distribution of surplus in final year of operations

After setting aside the amount required as a reserve and paying any dividend permitted by these Rules, the Association must, but only in the year in which it intends to permanently cease operations, distribute the whole of its then accumulated surplus, including all amounts realized from the sale or other disposition of its assets (but after setting aside an amount equal to the aggregate paid up capital of all its outstanding shares), to the members and former members of the Association (including the heirs, executors, administrators, successors and assigns) in the same proportion that the tonnage of tree fruits accepted by the Association from each of them (or from the grower through whom the member or former member derives or derived membership) in the previous 6 years bears to the total tonnage of tree fruits accepted by the Association from all its growers during those same 6 years.

33. In the ordinary course, BCTFC received deliveries for a particular “crop year” between June 1 and May 31. BCTFC ceased operations on July 26, 2024. Accordingly, the Receiver proposes to interpret the “6 years” period contemplated by Rule 125 to be the period June 1, 2018 to May 31, 2024, inclusive, corresponding to the crop years 2018 to 2023.

34. The Receiver is of the view that the books and records of OGDC are sufficient to enable the Receiver to make a reasonable assessment of Members’ (*i.e.* both current and former members) Delivery Amounts. Accordingly, the Receiver has structured the proposed Member Distribution Determination Procedure similar to that of a “negative notice” claims process to enable the efficient and timely determination of the Delivery Amounts.

35. The proposed Member Distribution Determination Procedure operates as follows:
- (a) the Receiver will deliver a Distribution Determination Package, which will include a Delivery Assessment Notice setting out the calculation of the applicable Member's Delivery Amount based on OGDC's books and records;
 - (b) Members that accept the Delivery Amount as set out in the Delivery Assessment Notice are not required to take any further steps and are deemed to have accepted the Delivery Amount set out in the Delivery Assessment Notice;
 - (c) (i) any Members that wish to dispute the Delivery Amount as set out in the Delivery Assessment Notice, or (ii) any Person that did not receive a Distribution Determination Package and wishes to assert a Delivery Amount, must submit a Member Declaration to the Receiver prior to the Delivery Reporting Deadline (May 11, 2026);
 - (d) after a Member Declaration has been timely submitted, the Receiver may revise or disallow Delivery Amounts claimed by issuing a Notice of Adjustment prior to the Adjustment Deadline (May 25, 2026);
 - (e) a Person who receives an Adjustment Notice, and wishes to dispute it, must:
 - (i) deliver a Dispute Notice to the Receiver prior to the Dispute Deadline (June 15, 2026); and
 - (ii) file with the Court and serve the Receiver with a Notice of Application and all affidavits in support to resolve the Disputed Delivery Amount prior to the Adjudication Application Deadline (June 29, 2026), which application shall be made in these proceedings and heard on a summary basis as a hearing *de novo* not later than the Adjudication Hearing Deadline (July 31, 2026).

If they do not do so, the revision or disallowance of the Delivery Amount set out in the Notice of Adjustment will be deemed to be accepted.

36. The proposed Member Distribution Determination Procedure provides the Receiver with flexibility and discretion in implementing the procedure, including extending the Adjustment Deadline, provided that the extension does not impact a Member's obligation to submit a Member Declaration or the application of the Delivery Reporting Deadline.

37. The proposed timeline on the Member Distribution Determination Procedure is as follows:

Event	Date
Receiver to post the forms and documents for the Member Distribution Determination Procedure, including the Order, to the Receiver's Website	Two (2) Business Days from the date of the Order (April 13, 2026)
Receiver to publish two postings for the Notice to Members on <i>Castanet.net</i>	As soon as practicable following the date of the Order, and no later than April 16, 2026 for the first posting and no later than April 30, 2026 for the second posting
Receiver to deliver Distribution Determination Packages to all known Members	As soon as practicable following the date of the Order, and no later than five (5) Business Days thereafter (April 16, 2026)
Members to deliver Member Declarations, if applicable, by the Delivery Reporting Deadline	May 11, 2026 (approximately 25 days from the sending of the Distribution Determination Packages)
Receiver to deliver Adjustment Notices, if applicable, by the Adjustment Deadline	May 25, 2026
Members to deliver Dispute Notice, if applicable, by the Dispute Deadline	June 15, 2026
Members to file and serve the Receiver with a Notice of Application for the adjudication of Delivery Amounts, by applicable, by the Adjudication Application Deadline	June 29, 2026, with such hearing being heard not later than July 31, 2026

Part 3 LEGAL BASIS

38. The Receiver relies on the following:

- (a) the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”);
- (b) the *Law and Equity Act*, R.S.B.C. 1996, c. 253;
- (c) the British Columbia *Supreme Court Civil Rules*, B.C. Reg. 168/2009;
- (d) the inherent and equitable jurisdiction of this Honourable Court; and
- (e) such further and other legal bases and authorities as counsel may advise and this Honourable Court may permit.

Payment of Accepted Claims

39. The purpose and object of a receivership is to facilitate and enhance the preservation and realization of the assets of a debtor for the benefit of creditors in accordance with their priority rankings.

British Columbia v Peakhill Capital Inc, 2024 BCCA 246, 5 BCLR (7th) 328 at para 21.

40. As set forth above, under the Receivership Order, the Receiver is expressly authorized and empowered to carry out all duties of the Monitor under the Claims Process Order.

Receivership Order dated August 27, 2025 at para 7(g) [Receivership Order].

41. The Receiver seeks the Third Claims Payment Order to, among other things, make payments to those persons having Accepted Claims as set forth at paragraph 5.2 of the Second Report. The Receiver submits that the granting of this relief is consistent with the Receiver’s mandate under the Receivership Order, and would further the object of the receivership by permitting the payment of the Realized Cash to the Petitioners’ creditors.

Claims Adjudication

Disallowance of the Farming Karma Claim

42. Pursuant to the Claims Process Order, the Monitor (and in turn, the Receiver) may revise or disallow (in whole or in part) the amount and/or Characterization (as defined therein) of any Claim by issuance of a Notice of Revision or Disallowance.

Claims Process Order dated April 28, 2025 at para 20(e)
[Claims Process Order].

43. On June 6, 2025, the Monitor delivered a Notice of Revision or Disallowance to Farming Karma in respect of the Farming Karma Claim, disallowing the same in its entirety. Notwithstanding that Farming Karma has filed a Notice of Dispute, Farming Karma has advised the Receiver that it will not be pursuing the Farming Karma Claim in Court.

44. Although not required, the Receiver seeks this Court's approval and endorsement of the disallowance of the Farming Karma Claim in its entirety considering the absence of written confirmation of the same from Farming Karma. The Receiver submits that it is necessary and appropriate in the circumstances for the Court to approve the Monitor's disallowance of the Farming Karma Claim.

Adjudication of the Omitted Claim

45. As described at paragraph 17 above, the Claims Process Order provides for the deemed acceptance of a Claim if the Monitor does not send a Notice of Revision or Disallowance by the stipulated deadline following receipt of a Claimant's Proof of Claim. The Monitor did not deliver a Notice of Revision or Disallowance with respect to the Omitted Claim as a result of inadvertence.

Claims Process Order at para 21.

46. The Receiver is authorized under the Claims Process Order to alter or amend all dates and deadlines for the Claims Process if, in their reasonable business judgment, such amendment or modification will enhance the Claims Process. The Receiver seeks to extend the deadline for the delivery of a Notice of Revision or Disallowance in order to issue such notice in respect of the Omitted Claim, which will result in the reduction of the amount of the Omitted Claim, and further the purpose of the review and adjudication procedure contemplated in the Claims Process Order. Notwithstanding the Receiver's authority to revise such deadline, the Receiver seeks this Court's approval and endorsement of the same as the extension of the deadline impacts only the Omitted Claim, and in view of the absence of written confirmation of agreement to the same from the claimant. The Receiver submits it is necessary and appropriate in the circumstances for the Court to approve the extension of the deadline for the Monitor and Receiver's delivery of a Notice of

Revision or Disallowance under the Claims Process Order to enable the Receiver to adjudicate the Omitted Claim on its merits.

Claims Process Order at para 38.

Amendment to Style of Cause

47. Pursuant to the terms of the Wildstone Transaction, the Monitor (now Receiver) was required to make an application to this Court for authorization to change the names of BCTFC and GSC to names that do not include “BC Tree Fruits”, “Growers Supply Company” or “GSC” within 60 days of closing of the transaction. The Wildstone Transaction closed on July 24, 2025. The Monitor obtained an Order authorizing the name changes for BCTFC and GSC on August 27, 2025.

48. As set forth above, the names of BCTFC and GSC have now been changed. The Receiver now seeks an order amending the style of cause to reflect such name change.

Approval of Receiver’s Activities

49. This Court has inherent jurisdiction to review the activities of a court-appointed receiver and, if satisfied that the receiver has acted reasonably, prudently and not arbitrarily, to approve the activities set out in the receiver’s report. The assessment of whether the receiver has acted “reasonably, prudent and not arbitrarily” is made on an objective basis.

Leslie & Irene Dube Foundation Inc. v. P218 Enterprises Ltd., 2014 BCSC 1855, [2014] BCWLD 7241 at para 54.

50. There are good policy and practice reasons for the Court to provide a level of protection for the receiver by approving its activities, provided the benefit of the approval is limited to the receiver itself.

Hanfeng Evergreen Inc. (Re), 2017 ONSC 7161, 286 ACWS (3d) 275 at para. 17.

51. The activities of the Receiver are summarized in Part 2 above, and are detailed in the Reports. The Receiver has reported to the Court and all interested parties during the course of these proceedings. The Receiver has carried out its mandate in a transparent manner and has acted reasonably to preserve and capture as much value as possible for the Petitioners’ stakeholders. The

activities of the Receiver to date have all been necessary and were conducted in accordance with its powers under the relevant orders made herein.

52. The Receiver respectfully submits that its activities, as described in the Reports, have been carried out in a reasonable, prudent and not arbitrary manner and, accordingly, seeks approval of its activities.

Approval of Fees of the Monitor and the Receiver, and Their Legal Counsel

53. As detailed at paragraphs 22 and 23 above, both the ARIO and the Receivership Order provide that the accounts of the Monitor and Receiver, respectively, and those of their legal counsel, be referred to a judge of this Honourable Court And that the passing of those accounts may be heard on a summary basis.

Amended and Restated Initial Order dated August 26, 2024
at paras 43-44; Receivership Order at paras 24, 26.

54. There is no fixed rate or settled scale for determining the compensation for a monitor or a receiver. On an application to approve a monitor's or a receiver's fees, the analysis is whether the fees are fair and reasonable in the circumstances. This analysis is informed by the need to ensure that a monitor or receiver is fairly compensated, while ensuring the efficiency and integrity of the insolvency proceedings.

Nortel Networks Corp, Re, 2017 ONSC 673, 275 ACWS (3d)
696 at para 13 [*Nortel*], citing *Winalta Inc., Re*, 2011 ABQB
399, [2011] AJ No 1341 at para 30.

55. When assessing compensation for a receiver or monitor, the Court is informed by a number of different factors, including but not limited to:

- (a) the nature, extent and value of the assets;
- (b) the complications and difficulties encountered;
- (c) the degree of assistance provided by the debtor;
- (d) the time spent;
- (e) the monitor's or receiver's knowledge, experience and skill;

- (f) the diligence and thoroughness displayed;
- (g) the responsibilities assumed;
- (h) the results of the monitor's or receiver's efforts; and
- (i) the cost of comparable services when performed in a prudent and economical manner.

Nortel at para 14, citing among others *Bank of Nova Scotia v Diemer*, 2014 ONSC 365, 237 ACWS (3d) 112 at para 9 [*Diemer*].

56. In assessing reasonableness, it is generally not necessary for the Court to go through the dockets, hours and explanations or disbursements on a line by line basis, nor is the Court to second-guess the amount of time claimed unless it is clearly excessive or overreaching.

Diemer at para 19.

57. Similar factors are considered on the assessment of the fees and disbursements of legal counsel in insolvency proceedings. These include:

- (a) the time expended;
- (b) the complexity of the proceedings;
- (c) degree of responsibility assumed by the lawyers;
- (d) the amount of money involved, including reference to the debtor, amount of proceeds after realization and payments to the creditors;
- (e) the degree and skill of the lawyers involved;
- (f) the results achieved; and
- (g) the client's expectations as to the fee.

Redcorp Ventures Ltd., Re, 2016 BCSC 188, [2016] BCWLD 1714 at para 33.

58. In respect of the Monitor and the Receiver's fees, the Receiver submits that:

- (a) the fees were properly incurred, and commensurate with the fees charged by other insolvency trustee firms of a similar size for work of a similar nature and complexity in British Columbia;
- (b) the work completed by the Monitor and the Receiver to date was delegated to the appropriate professionals with the appropriate seniority and hourly rates; and
- (c) the services of the Monitor and the Receiver were performed in a prudent and economical manner.

59. Similarly, the Receiver submits that Fasken's fees are fair and reasonable in the circumstances as:

- (a) Fasken's professional fees and disbursements were properly incurred, and commensurate with fees charged by similar firms with the expertise and capacity to serve a matter of comparable size and complexity in British Columbia;
- (b) The work completed by Fasken was delegated to the appropriate professionals with the appropriate seniority and hourly rates;
- (c) Fasken's services were performed in a prudent and economical manner; and
- (d) Fasken's invoices were provided to the Monitor and Receiver (as applicable) when rendered, and all have been approved by the Monitor and Receiver.

60. As of the date of filing of this Notice of Application, the Receiver is not aware of any opposition to the Receiver's requested fee approval.

61. In light of the foregoing, the Receiver submits that the fees incurred by the Monitor and Receiver, and their legal counsel Fasken, are fair and reasonable in the circumstances and should be approved by the Court at this time.

Member Distribution Determination Procedure

62. Further to the Reasons for Judgment delivered by the Honourable Madam Justice Gropper on February 12, 2026, the Receiver is to comply with the existing *Co-Op Rules* in making any

future distribution of surplus funds to current and former members of BCTFC (now OGDC). Rule 125, which is reproduced above at paragraph 32, contemplates the distribution of surplus funds to members in an amount proportionate to the amount of tree fruits they delivered (as active members) in the six (6) years prior to OGDC's cessation of operations. Accordingly, the Receiver must determine the amount of tree fruits delivered by members prior to making any distributions of surplus funds.

BC Tree Fruits Cooperative (Re), 2026 BCSC 229 at paras 22, 73.

63. Here, the Receiver is in the fortunate position of having sufficient proceeds from the Monitor's realization efforts and after payment to all creditors to have a surplus for distribution to former and current members of OGDC. Section 144 of the BIA contemplates that a bankrupt is entitled to any surplus remaining after payment in full of the bankrupt's creditors with interest and of the costs, charges and expenses of the bankruptcy proceedings. The same principle applies to the Petitioners within the context of these receivership proceedings. However, neither the BIA nor the *Co-Op Rules* provides an express mechanism through which the Receiver is to assess and determine members' entitlements to distribution (in this case, through an assessment of the Delivery Amount).

64. The *Co-Op Rules* contemplate distributions of any surplus funds to Members (which includes current and former members) *pro rata* based on the amount of tree fruits delivered by such Members in the six years prior to OGDC ceasing operations (providing a Member was an active member at the time of such delivery). Accordingly, the Receiver has conceived of the proposed Member Distribution Determination Procedure with a view of quantifying the Delivery Amounts of Members for the purposes of calculating the relative amount to which each Member is entitled from the surplus funds and, subsequently, seeking a distribution order to pay out the surplus funds to the Members based on such calculations.

65. As set forth above, the Member Distribution Determination Procedure has been structured in a manner similar to a "negative notice" claims process. Guidance in respect of the structure of the Member Distribution Determination Procedure may therefore be found in claims processes, which are routinely accepted by courts as a commonly recognized element of CCAA proceedings,

including those involving asset liquidations, on the basis of the broad judicial discretion conferred by section 11 of the CCAA.

Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended, s 11; *Bul River Mineral Corp (Re)*, 2014 BCSC 1732, [2014] BCWLD 6764 at paras 29-31 [*Bul River*]; *Soccer Express Trading Corp (Re)*, 2020 BCSC 749, 319 ACWS (3d) 17 at para 106.

66. Similarly, and as has been confirmed by the Supreme Court of Canada in *Peace River Hydro Partners v Petrowest Corp*, courts have broad discretion under subsection 243(1)(c) of the BIA to make any orders that may be appropriate in the circumstances, including authorizing the Receiver to take any action the Court considers advisable and just or convenient. Put otherwise, this Court is empowered to do not only what “justice dictates” but also what “practicality demands” to respond to the unique circumstances of these proceedings.

BIA, s 243(1)(c); *Peace River Hydro Partners v Petrowest Corp*, 2022 SCC 41, [2022] 3 SCR 265 at para 148.

67. Additionally, section 183 provides courts with broad jurisdiction “at law and in equity as will enable them to exercise original, auxiliary and ancillary jurisdiction” in any proceedings under the BIA, commonly recognized as the provision authorizing a court to exercise its inherent jurisdiction.

BIA, s 183; *Syndic de Chronométriq inc.*, 2023 QCCA 1295, 2023 CaswellQue 14729 at para 57 [*Chronométriq*].

68. Inherent jurisdiction enables a court, as a “pragmatic problem solver”, to exercise its jurisdiction to effect a remedy or fill statutory gaps. However, the exercise of inherent jurisdiction is not without limits. For example, it cannot be used to negate the “unambiguous expression of legislative will”, and should only be exercised in the context of applicable legislation, in in this case the *BIA*.

Chronométriq at 58, citing *Residential Warrancy Co. of Canada Inc., Re*, 2006 ABCA 293, [2006] AWLD 3143 at paras 20-21.

69. On this basis, the Receiver respectfully submits that the approval of the Member Distribution Determination Order, designed at its core to ensure certainty of equitable distribution of OGDC’s remaining assets to the Members, is consistent with the express purpose of the *BIA*,

within the Court's express statutory and inherent jurisdiction, and is just, convenient, and advisable in the circumstances.

70. While there are “no set rules” as to how a claims process is structured, courts have considered the following factors in determining whether to approve a proposed claims process order:

- (a) whether the process is fair and reasonable to all stakeholders; and
- (b) whether the process allows for the usual steps and procedures, consistent with what has been ordered in other proceedings.

Bul River at paras 32, 41, citing *Steels Industrial Products Ltd (Re)*, 2012 BCSC 1501, [2013] BCWLD 1452 at paras 38-39.

71. While these factors do not expressly govern the Court's assessment of the proposed Member Distribution Determination Procedure, they are informative and in any event support the approval of the proposed order.

72. First, the process is fair and reasonable to all stakeholders. Implementation of the Member Distribution Determination Procedure will allow the Receiver to efficiently and effectively assess the quantum of Members' Delivery Amounts for the purposes of effecting distribution. The use of a “negative notice” process, which is not uncommon in typical claims processes, will result in an efficient and timely process, while providing all known Members with a reasonable procedure to dispute the assessment of their Delivery Amounts. In approving a “negative notice” claims process, akin to what is contemplated here, the Ontario Superior Court of Justice [Commercial List] commented that “in all cases it is appropriate to make efforts to increase efficiency, affordability and certainty”. Similarly this Court has also noted that fairness to stakeholders includes minimizing unnecessary costs.

1057863 B.C. Ltd. (Re), 2024 BCSC 1111, 2024 CarswellBC 1828 at para 37 [*1057863*]; *Toys “R” Us (Canada) Ltd (Re)*, 2018 ONSC 609, 288 ACWS (3d) 16 at paras 11-14.

73. Second, the Receiver developed the process to include steps and procedures commonly found in processes approved by insolvency courts, including that the proposed Member Distribution Determination Procedure:

- (a) establishes broad notice and publication procedures to communicate the commencement of the proposed procedure to Members;
- (b) requires Members to prove their Delivery Amounts by the Delivery Reporting Deadline, and correspondingly bars late submissions from consideration, thus creating certainty required in the process;
- (c) provides an opportunity for the Receiver to review and, if appropriate, dispute any Delivery Amounts claimed; and
- (d) establishes an adjudication procedure for Delivery Amounts which cannot be agreed upon or settled by negotiation.

74. In this case, the Receiver proposes a negative process for the Delivery Amounts of known Members, being those Members for whom OGDC's books and records allow the Receiver to have sufficient information to make a reasonable assessment of the Delivery Amounts. This process streamlines the procedure through which the Receiver will identify and determine Delivery Amounts for purposes of effecting distributions. Among other things:

- (a) where a Delivery Assessment Notice will be issued, it will be included in the Distribution Determination Package. Only parties receiving a Delivery Assessment Notice who disagree with the assessment of their Delivery Amounts need to take any further steps (by, in the first instance, submitting a Member Declaration);
- (b) Members who disagree with the Delivery Assessment Notice or Persons who do not receive such notice will be required to submit a Member Declaration to the Receiver by the Delivery Reporting Deadline in accordance with the contemplated order;

- (c) the Receiver will assess the Member Declarations, and claimants may have a further opportunity to contest any Adjustment Notice issued by the Receiver by submitting a Dispute Notice and referring the Disputed Delivery Amount to the Court; and
- (d) the Member Distribution Determination Procedure Order provides the Receiver with flexibility and discretion in implementing the procedure, including extending time periods, provided that the extension does not impact a Member's obligation to submit a Member Declaration by the Delivery Reporting Deadline.

75. The Receiver believes that the proposed procedure allows flexibility and ensures that Members' claimed Delivery Amounts are addressed fairly while minimizing, to the extent possible, costs and time. Further, the procedure is fair and reasonable, and its implementation is appropriate and prudent at this time. The Receiver respectfully submits that this Honourable Court should approve the Member Distribution Determination Procedure, grant the Member Distribution Determination Order, and direct that the Receiver proceed with the implementation of the said procedure as soon as practicable.

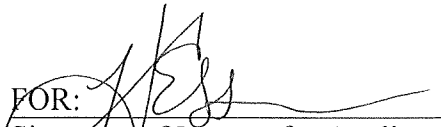
Part 4 MATERIAL TO BE RELIED ON

- 76. the ARIO;
- 77. the Receivership Order;
- 78. the Claims Process Order;
- 79. the First Report;
- 80. the Second Report;
- 81. the Tillman Affidavit;
- 82. the Jackson Affidavit; and
- 83. such further and other material as counsel may advise and this Honourable Court deems admissible.

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: 01-Apr-2026

FOR: 
 Signature of Lawyer for Applicant,
 Kibben Jackson / Tiffany Bennett

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 Master

The Solicitors for the Petitioner 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. kjackson@fasken.com and tbennett@fasken.com (Reference: Kibben Jackson and Tiffany Bennett /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"

SERVICE LIST

(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

CCAA SERVICE LIST

As at March 25, 2026

<p>Fasken Martineau DuMoulin LLP</p> <p>Attention: Kibben Jackson Mishaal Gill Heidi Esslinger Suzanne Volkow</p> <p>Email: kjackson@fasken.com mgill@fasken.com hesslinger@fasken.com svolkow@fasken.com jbeaulieu@fasken.com</p> <p><i>Counsel for the Monitor, Alvarez & Marsal Canada Inc.</i></p>	<p>Norton Rose Fulbright Canada LLP</p> <p>Attention: Scott Silver Katie Mak</p> <p>Email: Scott.Silver@nortonrosefulbright.com katie.mak@nortonrosefulbright.com</p> <p><i>Counsel for the Petitioners</i></p>
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<p>Alvarez & Marsal Canada Inc.</p> <p>Attention: Todd Martin Anthony Tillman Pinky Law Monica Cheung</p> <p>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.</p> <p>Attention: Michelle Grant Michelle Pickett</p> <p>Email: michelle.grant@pwc.com michelle.pickett@pwc.com</p>	<p>Koskie Glavin Gordon</p> <p>Attention: Anthony Glavin Raashi Ahluwalia Maria Gladkikh</p> <p>Email: glavin@koskieglavin.com RAhluwalia@koskieglavin.com mgladkikh@koskieglavin.com</p> <p><i>Counsel for UFCW Local 247</i></p>
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<p>Lax O'Sullivan Lissus Gottlieb LLP</p> <p>Attention: Rahool Agarwal Annecy Pang</p> <p>Email: ragarwal@lolg.ca apang@lolg.ca</p> <p><i>Counsel for Mangal Capital Inc.</i></p>	<p>Dentons Canada LLP</p> <p>Attention: Eamonn Watson Afshan Naveed</p> <p>Email: Eamonn.watson@dentons.com Afshan.naveed@dentons.com</p> <p><i>Counsel for BC Investment Agriculture Foundation</i></p>
<p>Mission Bottle Washing Co. Ltd.</p> <p>Attention: Maged Said</p> <p>Email: msaid@mbwco.ca</p>	<p>Vernon Law</p> <p>Attention: Steven Dvorak</p> <p>Email: sdd@vernonlaw.ca</p> <p><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>	<p>Kalsam Orchards</p> <p>Attention: Steve Day</p> <p>Email: dayfamily1995@gmail.com</p>
<p>Steve Brown</p> <p>Attention: Steve Brown</p> <p>Email: stevethefarmer@gmail.com</p>	<p>Nathanson, Schachter & Thompson LLP</p> <p>Attention: Peter Reardon Kayla Strong Rick Pearson</p> <p>Email: preardon@nst.ca kstrong@nst.ca rpearson@nst.ca</p> <p><i>Counsel for BC Tree Fruits former members</i></p>

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SCHEDULE "B"
FORM OF THIRD CLAIMS PAYMENT ORDER

(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
(THIRD CLAIMS PAYMENT ORDER AND CLAIMS ADJUDICATION)

BEFORE THE HONOURABLE)
JUSTICE GROPPER) APRIL 9, 2026
)
)

ON THE APPLICATION OF Alvarez & Marsal Canada Inc. in its capacity as the court-appointed receiver of all the assets, undertakings and property of the Petitioners (in such capacity, the “**Receiver**”) coming on for hearing at Vancouver, British Columbia, on April 9, 2026; AND ON HEARING Tiffany Bennett and Heidi Esslinger, counsel for the Receiver and those counsel listed in Schedule “A” hereto; AND UPON READING the materials filed, including the Second Report of the Receiver to the Court dated April 1, 2026 (the “**Second Report**”); AND PURSUANT TO the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended; *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court,

THIS COURT ORDERS AND DECLARES THAT:

SERVICE OF APPLICATION AND DEFINITIONS

1. The time for service of the Notice of Application for this order and the materials filed in support is hereby abridged such that this Application is properly returnable today, and

further service upon any interested party other than those parties on the service list maintained in these proceedings is hereby dispensed with.

2. All capitalized terms not otherwise defined in this Order shall have the meanings given to them in the Claims Process Order pronounced in these proceedings on April 28, 2025 (the “**Claims Process Order**”).

PAYMENT OF ACCEPTED CLAIMS

3. The Claims against the Petitioners, including Pre-Filing Claims and Restructuring Period Claims, which have been allowed by the Monitor or Receiver, as applicable, or deemed to have been accepted in accordance with the Claims Process Order or in accordance with the Claims Assignment Order pronounced in these proceedings on October 24, 2024, which Claims are enumerated at paragraph 5.2 of the Second Report, are hereby accepted as valid Claims (collectively, the “**Accepted Claims**”) for the purposes of payments to be made by the Receiver in accordance with and pursuant to the provisions of this Order.
4. The Receiver is hereby authorized, directed and empowered to pay to each Claimant having an Accepted Claim the full amount of their Accepted Claim from the funds in the possession of the Petitioners.
5. Any payments made by the Receiver in accordance with this order shall not constitute a “distribution”, and the Receiver shall not constitute a “legal representative” or “representative” of the Petitioners or “other person” for the purposes of Section 159 of the *Income Tax Act* (Canada), Section 270 of the *Excise Tax Act* (Canada), Section 46 of the *Employment Insurance Act* (Canada), or any other similar federal, provincial or territorial tax legislation in the Provinces or Territories in which the Petitioners conducted business (collectively, the “**Statutes**”), and the Receiver, in making any such payment or deliveries of funds in accordance with this order: (i) is not “distributing”, nor shall it be considered to have “distributed”, such funds or assets for the purposes of the Statutes; (ii) shall not incur any liability under the Statutes for making any payments or deliveries in accordance with this order or failing to withhold amounts, ordered or permitted hereunder; (iii) shall not have any liability for any of the Petitioners’ tax liabilities regardless of how or when such liabilities may have arisen; and (iv) is hereby forever released, remised and discharged

from any claims against it under or pursuant to the Statutes or otherwise at law, arising as a result of the payments and deliveries in accordance with this order, and any claims of such nature are hereby forever barred.

6. The Receiver or any other person facilitating payments pursuant to this Order shall be entitled to deduct and withhold from any such payments such amounts as may be required to be deducted or withheld under any applicable law, including, without limitation, any tax withholdings, statutory deductions and any employment insurance overpayments, and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law.
7. All payments shall be made in Canadian dollars, regardless of the currency indicated in the applicable Proof of Claim or otherwise, calculated by the Monitor (or Receiver, as applicable) as at the Filing Date, in accordance with paragraph 5 of the Claims Process Order.
8. All payments made by the Receiver pursuant to and in accordance with this Order shall be free and clear of: (i) the Charges provided for in the ARIO (and as defined therein); and (ii) the Receiver's Charge (as defined in the Order granted in the within proceedings on August 27, 2025, by which the Receiver was appointed; the "**Receivership Order**").
9. Notwithstanding:
 - (a) the pendency of these proceedings or the termination of these proceedings;
 - (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985 c. B-3, as amended (the "**BIA**") in respect of any of the Petitioners and any bankruptcy order issued pursuant to any such application; or
 - (c) any assignment in bankruptcy made in respect of any of the Petitioners,any payments made pursuant to this Order are final and irreversible and shall be binding upon 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 any such payments

constitute or be deemed to be fraudulent preferences, assignments, fraudulent conveyances, transfers-at-undervalue or other reviewable transactions under the BIA or any other federal or provincial law, nor shall they constitute conduct which is oppressive, unfairly prejudicial to or which unfairly disregards the interests of any person, and shall, upon the receipt thereof, be free of all claims, liens, security interests, charges, or other encumbrances granted by or relating to the Petitioners.

10. A&M, whether in its personal capacity or in its capacity as the Receiver:
 - (a) shall have all of the protections provided to it as an officer of the Court, including the protections granted to it in its capacity as: (i) Monitor pursuant to the CCAA, and other orders granted in these proceedings; and (ii) Receiver pursuant to the Receivership Order, and all other orders granted in these proceedings; and
 - (b) shall incur no liability or obligation as a result of carrying out any duties or work in connection with this Order, save and except for any gross negligence or willful misconduct.
11. The Receiver shall be at liberty, and is hereby authorized and empowered to take any further steps that it deems necessary or desirable in order to complete the payments described in and authorized by this Order.

CLAIMS ADJUDICATION

Farming Karma Claim

12. The adjudication by the Monitor and Receiver, as applicable, of the Claim of Farming Karma Fruit Company Ltd. (“**Farming Karma**”) against the Petitioners (the “**Farming Karma Claim**”) as set out in the Notice of Revision and Disallowance dated June 6, 2025, and the disallowance of the Farming Karma Claim by the Monitor and Receiver, as applicable, are hereby approved.
13. For greater certainty, the Farming Karma Claim is forever extinguished, discharged and released, and Farming Karma is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against the Petitioners or the receivership estate.

Omitted Claim

14. The Receiver is hereby authorized, but not required, to issue a Notice of Revision or Disallowance for any and all Claims in respect of which the Monitor has received Proofs of Claim pursuant to the Claims Process Order but has not reviewed and adjudicated as contemplated by paragraph 20 of the Claims Process Order, including but not limited to the Omitted Claim as defined and described at paragraph 7.1 of the Second Report, provided however that the Receiver shall issue any such Notice of Revision or Disallowance (if any) not later than April 30, 2026.
15. A Claimant to whom a Notice of Revision or Disallowance is delivered pursuant to paragraph 14 of this Order and that wishes to dispute such Notice of Revision or Disallowance must deliver a Notice of Dispute pursuant to paragraph 22 of the Claims Process Order. Except as expressly modified by the terms of this Order, all provisions of the Claims Process Order shall continue to govern such Claimant's Claim.

ENDORSEMENT

16. Endorsement of this Order by counsel appearing, other than counsel for the Receiver, 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 / Tiffany Bennett
Lawyer for the Receiver,
Alvarez & Marsal Canada Inc.

BY THE COURT

REGISTRAR

SCHEDULE "A"

COUNSEL APPEARING

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 FRUIT COOPERATIVE, BC TREE FRUITS
INDUSTRIES LIMITED and GROWERS SUPPLY COMPANY LIMITED

PETITIONERS

ORDER MADE AFTER APPLICATION

(THIRD CLAIMS PAYMENT AND CLAIMS ADJUDICATION)

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
550 Burrard Street, Suite 2900
Vancouver, BC, V6C 0A3
+1 604 631 3131

Counsel: Kibben Jackson / Tiffany Bennett
E-mail: kjackson@fasken.com / tbennett@fasken.com
Matter No: 285937.00020

SCHEDULE "C"

FORM OF ORDER FOR AMENDMENT OF STYLE OF CAUSE AND FEE APPROVAL

(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
(AMENDMENT TO STYLE OF CAUSE AND ACTIVITIES AND FEE APPROVAL)

BEFORE THE HONOURABLE)
JUSTICE GROPPER) APRIL 9, 2026
)
)

ON THE APPLICATION OF Alvarez & Marsal Canada Inc. in its capacity as the court-appointed receiver of all the assets, undertakings and property of the Petitioners (in such capacity, the “**Receiver**”) coming on for hearing at Vancouver, British Columbia, on April 9, 2026; AND ON HEARING Tiffany Bennett and Heidi Esslinger, counsel for the Receiver, and those counsel listed in Schedule “A” hereto; AND UPON READING the materials filed, including the First Report of the Receiver to the Court dated September 29, 2025 and the Second Report of the Receiver to the Court dated April 1, 2026 (collectively, the “**Reports**”), Affidavit No. 1 of Anthony Tillman made April 1, 2026, and Affidavit No. 1 of Kibben Jackson made April 1, 2026; AND PURSUANT TO the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended; *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court,

THIS COURT ORDERS AND DECLARES THAT:

SERVICE OF APPLICATION

1. The time for service of the Notice of Application for this order and the materials filed in support is hereby abridged such that this Application is properly returnable today, and further service upon any interested party other than those parties on the service list maintained in these proceedings is hereby dispensed with.

AMENDMENT TO STYLE OF CAUSE

2. The style of cause for the within proceedings shall be amended by:
 - (a) deleting “BC Tree Fruits Cooperative” as Petitioner and replacing it with “Okanagan Growers Distribution Cooperative”; and
 - (b) deleting “Growers Supply Company Limited” as Petitioner and replacing it with “0015755 B.C. Ltd.”

APPROVAL OF THE RECEIVER’S ACTIVITIES AND THE FEES AND DISBURSEMENTS OF THE MONITOR, THE RECEIVER, AND COUNSEL

3. The activities of the Receiver as described in the Reports be and are hereby approved, provided however that only Alvarez & Marsal Canada Inc. (“A&M”) in its personal capacity and only with respect to its own personal liability shall be entitled to rely upon or utilize in any way such approval.
4. The Monitor’s accounts for professional fees and disbursements for the period from August 13, 2024 to August 31, 2025, in the amount of \$2,024,763.64, inclusive of applicable taxes, be and are hereby approved.
5. The Receiver’s accounts for professional fees and disbursements for the period from August 27, 2025 to February 28, 2026, in the amount of \$361,368.82, inclusive of applicable taxes, be and are hereby approved.
6. The accounts for professional fees and disbursements of the Monitor’s legal counsel, Fasken Martineau DuMoulin LLP (“Fasken”), for the period August 6, 2024 to August 29,

2025, in the amount of \$1,049,886.64, inclusive of applicable taxes, be and are hereby approved.

7. The accounts for professional fees and disbursements of the Receiver's legal counsel, Fasken, for the period September 2, 2025 to February 28, 2026, in the amount of \$121,657.69, inclusive of applicable taxes, be and are hereby approved.
8. Endorsement of this Order by counsel appearing, other than counsel for the Receiver, 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 / Tiffany Bennett
Lawyer for the Receiver,
Alvarez & Marsal Canada Inc.

BY THE COURT

REGISTRAR

SCHEDULE "A"

List of Counsel

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 FRUIT COOPERATIVE, BC TREE FRUITS
INDUSTRIES LIMITED and GROWERS SUPPLY COMPANY LIMITED

PETITIONERS

ORDER MADE AFTER APPLICATION

(AMENDMENT TO STYLE OF CAUSE AND ACTIVITIES AND FEE APPROVAL)

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Counsel: Kibben Jackson / Tiffany Bennett
E-mail: kjackson@fasken.com / tbennett@fasken.com
Matter No: 285937.00020

SCHEDULE "D"

FORM OF MEMBER DISTRIBUTION DETERMINATION PROCEDURE

(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 OKANAGAN GROWERS DISTRIBUTION COOPERATIVE, BC
TREE FRUITS INDUSTRIES LIMITED and 0015755 B.C. LTD.

PETITIONERS

ORDER MADE AFTER APPLICATION
(MEMBER DISTRIBUTION DETERMINATION PROCEDURE)

BEFORE THE HONOURABLE)
JUSTICE GROPPER) APRIL 9, 2026
)
)

ON THE APPLICATION OF Alvarez & Marsal Canada Inc. in its capacity as the court-appointed receiver of all of the assets, undertakings and property of the Petitioners (in such capacity, the “**Receiver**”) coming on for hearing at Vancouver, British Columbia on April 9, 2026; AND ON HEARING Tiffany Bennett and Heidi Esslinger, counsel for the Receiver, and those counsel listed in Schedule “A” attached hereto; AND UPON READING the materials filed, including the Second Report of the Receiver dated April 1, 2026; AND PURSUANT TO the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended; *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court,

THIS COURT ORDERS AND DECLARES THAT:

SERVICE OF APPLICATION, DEFINITIONS AND TIME

1. The time for service of the Notice of Application for this order and the materials filed in support is hereby abridged such that this Application is properly returnable today, and further service upon any interested party other than those parties on the service list maintained in these proceedings is hereby dispensed with.
2. All capitalized terms not otherwise defined in this Order shall have the definitions set out in Schedule “B” hereto. All references to the singular in this Order include the plural and the plural include the singular.
3. All references herein as to time shall mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein and any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

SURPLUS DETERMINATION PROCEDURE APPROVED

4. The Member Distribution Determination Procedure set out herein, including the Delivery Reporting Deadline, the Adjustment Deadline, the Dispute Deadline, the Adjudication Application Deadline and the Adjudication Hearing Deadline, is hereby approved.
5. The Receiver is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed and the time by which they are submitted, and may, where it is satisfied that a Member’s Delivery Amount has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms, and may request any further documentation from a Member that the Receiver may require in order to enable it to determine the validity of such Member’s Delivery Amount.

6. Copies of all forms delivered by or to a Member and determinations of Delivery Amounts by the Receiver, or the Court, as the case may be, shall be maintained by the Receiver, subject to further order of the Court.
7. Each of the:
 - (a) Instruction Letter attached as Schedule “C” hereto;
 - (b) Delivery Assessment Notice attached as Schedule “D” hereto;
 - (c) Member Declaration attached as Schedule “E” hereto;
 - (d) Notice of Adjustment attached as Schedule “F” hereto;
 - (e) Dispute Notice attached as Schedule “G” hereto; and
 - (f) Notice to Members attached as Schedule “H” hereto

are hereby approved in substantially the forms attached to this Order. Despite the foregoing, the Receiver may, from time to time, make such minor changes to such forms as the Receiver considers necessary or desirable.

NOTICE OF SURPLUS DETERMINATION PROCEDURE

8. Forthwith after the date of this Order, and in any event within two (2) Business Days following the date of this Order, the Receiver shall post on the Receiver’s Website copies of this Order, the Instruction Letter, a blank Member Declaration, and a blank Dispute Notice.
9. The Receiver shall cause the Notice to Members, in substantially the form attached as Schedule “H” hereto, to be published in *Castanet.net*, with such notice being published for at least two (2) Business Days as soon as practicable after the date of this Order, and in any event no later than April 16, 2026 for the first posting and no later than April 30, 2026 for the second posting.
10. Good and sufficient service and delivery of notices of this Order, the Member Distribution Determination Procedure and the Delivery Reporting Deadline on all Persons who may be entitled to receive notice thereof shall occur upon the documents enumerated in paragraph

8 being posted and the Distribution Determination Package being sent to Members in accordance with paragraph 12 hereof. No other notice or service need to be given or made and no other document or material need be sent to or served upon any Person in respect of this Order or the Member Distribution Determination Procedure.

11. The accidental failure by the Receiver to transmit or deliver the Distribution Determination Package in accordance with this Order or the non-receipt of such materials by any Person entitled to delivery of such materials shall not invalidate the Member Distribution Determination Procedure or the Delivery Reporting Deadline.
12. With respect to any Members that are known to the Receiver, the Receiver is hereby authorized and directed to deliver to such Members as soon as practicable following the date of this Order, and in any event no later than five (5) Business Days thereafter: (a) by email to the last known email address of the Member set out in the books and records of OGDC, or by (b) ordinary mail or courier to the last known mailing address of the Member if the email address for such Member is not known, the following:
 - (a) an Instruction Letter;
 - (b) a Delivery Assessment Notice, which shall set forth the Delivery Amount of such Member, according to OGDC's books and records;
 - (c) a blank Member Declaration;
 - (d) a blank Dispute Notice; and
 - (e) a copy of this Order with only Schedule "B" appended(collectively, the "**Distribution Determination Package**").
13. To the extent that any Person that does not receive a Distribution Determination Package seeks documents relating to the Member Distribution Determination Procedure, they shall, prior to the Delivery Reporting Deadline, make such request to the Receiver and the Receiver shall cause a Distribution Determination Package to be sent to such Person or direct the Person to the documents posted on the Receiver's Website, and otherwise

respond to any reasonable request relating to the Member Distribution Determination Procedure as may be appropriate in the circumstances.

DELIVERY ASSESSMENT NOTICE AND MEMBER DECLARATION

14. In the event that a Member (a) receives a Delivery Assessment Notice, and (b) agrees with the assessment of the Delivery Amount as set forth in the Delivery Assessment Notice, such Member need not submit a Member Declaration or take any further action and, upon no further action being taken by the Delivery Reporting Deadline, the Delivery Amount as set forth in such Person's Delivery Assessment Notice shall be deemed a Proven Delivery Amount. For greater certainty, those Members that agree with the Delivery Amount set forth in the Delivery Assessment Notice shall not be required to submit any Member Declaration with the Receiver to prove such Delivery Amount.
15. In the event that a Member (a) receives a Delivery Assessment Notice, and (b) disagrees with the assessment of the Delivery Amount as set forth in the Delivery Assessment Notice, such Member must submit a Member Declaration to the Receiver in the manner set out in paragraph 27 so that the Member Declaration is received by the Receiver not later than the Delivery Reporting Deadline. Failure to submit a Member Declaration by the Delivery Reporting Deadline will result in such Member's Delivery Amount, as set out in the Delivery Assessment Notice, being deemed a Proven Delivery Amount.
16. In the event a Person (a) does not receive a Distribution Determination Package, but (b) wishes to assert a Delivery Amount, such Person must submit a Member Declaration to the Receiver in the manner set out in paragraph 27 so that the Member Declaration is received by the Receiver no later than the Delivery Reporting Deadline. Failure by a Person who did not receive a Distribution Determination Package to submit a Member Declaration to the Receiver by the Delivery Reporting Deadline will result in such Person being deemed to have no Delivery Amount, and such Person's entitlement, if any, to any distribution by the Receiver on account of such Person being a Member being forever barred and extinguished and, for greater certainty, such Person will be forever prohibited from making or enforcing any claim against the Receiver, the Petitioners and the receivership estate for any entitlement to any distribution as a result of such Person being a Member.

DISPUTE PROCEDURE

17. The Receiver shall review all Member Declarations received by the Delivery Reporting Deadline, if any, and shall:
 - (a) accept the Delivery Amount set out in such Member Declaration, in its entirety;
 - (b) revise the Delivery Amount set out in such Member Declaration for distribution purposes; or
 - (c) disallow the Delivery Amount set out in such Member Declaration for distribution purposes.
18. If the Receiver wishes to disallow a Delivery Amount or revise the Delivery Amount set out in a Member Declaration, the Receiver shall send such Person a Notice of Adjustment by no later than the Adjustment Deadline advising that the Person's Delivery Amount, as set out in its Member Declaration, has been either revised or disallowed and the reasons therefor. If the Receiver does not send a Notice of Adjustment to such Person, the Delivery Amount as set out in the applicable Member Declaration shall be a Proven Delivery Amount. Unless otherwise agreed to by the Receiver, or ordered by the Court, all Delivery Amounts set out in Member Declarations that are received after the Delivery Reporting Deadline are deemed to be disallowed, and the Receiver need not deliver a Notice of Adjustment in respect of such Delivery Amounts.
19. Prior to revising or disallowing a Delivery Amount, the Receiver may attempt to consensually resolve any Disputed Delivery Amount with the applicable Member.
20. Any Person who is sent a Notice of Adjustment pursuant to paragraph 18 of this Order and who wishes to dispute such Notice of Adjustment must:
 - (a) deliver a completed Dispute Notice to the Receiver by no later than the Dispute Deadline or such other date as may be agreed to in writing by the Receiver; and
 - (b) file with the Court and serve the Receiver with a Notice of Application and all affidavits in support to resolve the Disputed Delivery Amount (the "**Adjudication Application**"), by no later than the Adjudication Application Deadline, or such

other date as may be agreed to in writing by the Receiver, which application shall be made in these proceedings and heard on a summary basis as a hearing *de novo* not later than the Adjudication Hearing Deadline.

21. If a Person who is (a) sent a Notice of Adjustment pursuant to paragraph 18 of this Order and (b) fails to deliver a Dispute Notice and an Adjudication Application within the time limits set out at paragraph 20, then, subject only to further order of this Court, the Delivery Amount as set forth in the Notice of Adjustment shall be deemed accepted and the Person will:

- (a) if the entire Delivery Amount is disallowed:
 - (i) not be permitted to participate in any distribution on account of such Person being a Member;
 - (ii) not be entitled to receive any further notice in respect of the Member Distribution Determination Procedure; and
 - (iii) be forever barred and enjoined from asserting or enforcing any claim against the Receiver, the Petitioners or the receivership estate for any entitlement to any distribution as a result of such Person being a Member, and all such claims shall be forever barred and extinguished; and
- (b) where the Delivery Amount has been revised by the Receiver:
 - (i) have a Proven Delivery Amount in accordance with the Notice of Adjustment;
 - (ii) only be entitled to receive any distribution in an monetary amount proportionate to the revised Delivery Amount, subject to further notice from the Receiver and any claims for set-off which may be asserted in respect of the Receiver, the Petitioners and the receivership estate as set out at paragraph 25 of this Order; and
 - (iii) be forever barred and enjoined from asserting a Delivery Amount greater than as revised by the Receiver.

22. Upon receipt of a Dispute Notice and Adjudication Application, the Receiver may attempt to consensually resolve the dispute regarding the Delivery Amount, failing which the Adjudication Application will be heard and determined by Court.
23. The Delivery Reporting Deadline and the particulars of every Proven Delivery Amount as determined under the Member Distribution Determination Procedure shall be final for all purposes (unless otherwise provided for in any subsequent order of this Court), and for any distribution made to Members, subject to further notice from the Receiver and any claims for set-off which may be asserted in respect of the Receiver, the Petitioners and the receivership estate as set out at paragraph 25 of this Order, whether in these proceedings or in any of the proceedings authorized by this Court or permitted by statute, including a bankruptcy affecting the Petitioners.
24. Notwithstanding anything to the contrary in this Order, the Receiver may at any time:
 - (a) refer a Delivery Amount for resolution to this Court for any purpose where, in the Receiver's discretion, such referral is preferable or necessary for the resolution of the Delivery Amount;
 - (b) settle and resolve any Disputed Delivery Amounts;
 - (c) extend the time period within which the Receiver or any other party is required to take any steps related to the adjudication of Delivery Amounts pursuant to this Order, provided that no extension of time by the Receiver with respect to the adjudication of Delivery Amounts pursuant to this paragraph or otherwise shall impact a Member's obligation to submit a Member Declaration to the Receiver pursuant to the terms of this Order, or the application of the Delivery Reporting Deadline to any Member.

SET-OFF

25. Nothing in this Order or the steps taken pursuant to this Order shall be construed or deemed to prohibit, preclude or impact any claims of set-off (whether by legal, equitable, or contractual set-off) which may be later asserted by or on behalf of the Receiver, the Petitioners or the receivership estate.

SERVICE

26. The Receiver may, unless otherwise specified by this Order, serve and deliver any letters, notices or other documents to Members or any other Person by forwarding copies thereof by prepaid mail, courier, personal delivery, facsimile transmission or email to such Persons at their respective address or contact information as last shown on the records of OGDC or as set out in a Member Declaration. Any such service and delivery shall be deemed to have been received: (a) if sent by prepaid registered mail, on the third (3rd) Business Day following dispatch; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by electronic transmission, by 5:00 p.m. on such Business Day, and if delivered after 5:00 p.m. on a Business Day or on a day other than a Business Day, on the following Business Day.
27. Any Member Declaration, Dispute Notice or other notice or communication required to be provided or delivered by a Member to the Receiver under this Order shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or email addressed to:

Alvarez & Marsal Canada Inc.

Court-Appointed Receiver of Okanagan Growers Distribution Cooperative, BC
Tree Fruits Industries Limited and 0015755 B.C. Ltd.

925 West Georgia Street, Suite 902
Vancouver, British Columbia V6C 3L2

Attention: Anthony Tillman and Pinky Law

Email: bctreefruits@alvarezandmarsal.com

Any such notice or communication delivered by a Member shall be deemed to be received upon actual receipt thereof by the Receiver if received before 5:00 p.m. on a Business Day or, if delivered after 5:00 p.m. on a Business Day or other than on a Business Day, on the next Business Day.

28. In the event this Order is later amended by further order, the Receiver shall post such further order on the Receiver's Website and the Receiver may serve such further order on the Service List and such posting and service (if any) shall constitute adequate notice of the amendments made.

GENERAL PROVISIONS

29. Notwithstanding any other provisions of this Order, the delivery by the Receiver of a Distribution Determination Package and the submission by any Person of any Member Distribution Determination Procedure Forms shall not, for that reason alone, grant any Person standing in these proceedings.
30. In the event of any discrepancy between this Order and the Member Distribution Determination Procedure Forms, this Order shall govern.
31. THIS COURT REQUESTS the aid and recognition of other Canadian foreign courts, tribunals, regulatory or administrative bodies to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court as may be necessary or desirable to give effect to this Order.
32. The Receiver and any other Person affected may apply to this Court from time to time for directions from the Court with respect to this Order or for such further order or orders as any of them may consider necessary or desirable to amend, supplement or replace this Order, including the schedules to this Order, on not less than seven (7) days' notice to all parties on the Service List and to any other party or parties likely to be affected by the Order sought or upon such other notice, if any, as this Court may order.
33. The Receiver may, from time to time, apply to this Court to extend the time for any action which the Receiver is required to take, if reasonably required to carry out its duties and obligations pursuant to this Order, and the Receiver may apply for advice and directions concerning the discharge of its powers and duties under this Order or the interpretation or application of this Order.
34. Endorsement of this Order by counsel appearing on this application, other than counsel for the Receiver, 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 / Tiffany Bennett,
Lawyer for the Receiver,
Alvarez & Marsal Canada Inc.

BY THE COURT

REGISTRAR

SCHEDULE "A"

COUNSEL APPEARING

Name of Party	Counsel Name

SCHEDULE “B”

DEFINITIONS

1. “**Adjudication Application Deadline**” means June 29, 2026, or such other date as may be ordered by the Court;
2. “**Adjudication Hearing Deadline**” means July 31, 2026, or such other date as may be ordered by the Court;
3. “**Adjustment Deadline**” means May 25, 2026, or such other date as may be ordered by the Court;
4. “**Business Day**” means any day other than a Saturday, Sunday or a day on which banks in Vancouver, British Columbia are authorized or obligated by applicable law to close or otherwise are generally closed;
5. “**Court**” means the Supreme Court of British Columbia;
6. “**Delivery Amount**” means the total amount of tree fruits (being, apples, pears, cherries, apricots, crab apples, blush cherries, peaches, prunes, nectarines and/or plums, if any) delivered by a Member and accepted by OGDC between June 1, 2018 and May 31, 2024, inclusive, by weight in pounds, as contemplated in Rule 125 of the *Rules of BC Tree Fruits Cooperative*, revised November 16, 2021;
7. “**Delivery Assessment Notice**” means the notice in substantially the form attached hereto as Schedule “D” to be sent to Members advising them of this Order, their Delivery Amount according to OGDC’s books and records, and their entitlement to dispute their Delivery Amount as assessed by the Receiver;
8. “**Delivery Reporting Deadline**” means May 11, 2026, or such other date as may be ordered by the Court;
9. “**Dispute Deadline**” means June 15, 2026, or such other date as may be ordered by the Court;

10. **“Distribution Determination Package”** means the document package which shall be disseminated to any Member in accordance with the terms of this Order, including the Instruction Letter, Delivery Assessment Notice, Member Declaration, Dispute Notice, a copy of this Order with only Schedule “B” appended, and such other materials as the Receiver may consider appropriate;
11. **“Dispute Notice”** means the notice substantially in the form attached as Schedule “G” to this Order that may be delivered by a Person who has received a Notice of Adjustment to dispute such Notice of Adjustment;
12. **“Disputed Delivery Amount”** means a Delivery Amount which has not been determined to be a Proven Delivery Amount in accordance with the process set forth in the Member Distribution Determination Order, which is disputed and which is subject to adjudication in accordance with this Order and is not barred pursuant to this Order.
13. **“includes”** means includes, without limitation, and **“including”** means including, without limitation;
14. **“Instruction Letter”** means the letter substantially in the form attached as Schedule “C” to the Member Distribution Determination Order explaining the Member Distribution Determination Procedure;
15. **“Member”** means a “member” as defined in the *Rules of BC Tree Fruits Cooperative*, revised November 16, 2021, and includes a former member;
16. **“Member Declaration”** means the form to be completed and submitted by a Person who wishes to assert a Delivery Amount, substantially in the form attached as Schedule “E” to the Member Distribution Determination Order;
17. **“Member Distribution Determination Order”** means the order of this Court made in these proceedings on April 9, 2026 establishing the Member Distribution Determination Procedure;

18. **“Member Distribution Determination Procedure”** means the determination and adjudication of a Member’s Delivery Amount to be undertaken and administered by the Receiver pursuant to the terms of this Member Distribution Determination Order;
19. **“Member Distribution Determination Procedure Forms”** means the Instruction Letter, Delivery Assessment Notice, Member Declaration, Notice of Adjustment, and Dispute Notice;
20. **“Notice of Adjustment”** means the notice substantially in the form attached as Schedule “F” to the Member Distribution Determination Order that may be delivered by the Receiver to a Person advising that the Person’s Delivery Amount, as set out in its Member Declaration, has been revised or disallowed in whole or in part;
21. **“Notice to Members”** means the notice for publication substantially in the form attached as Schedule “H” to the Member Distribution Determination Order;
22. **“OGDC”** means the Okanagan Growers Distribution Cooperative, formerly known as BC Tree Fruits Cooperative;
23. **“Person”** means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status;
24. **“Petitioners”** means OGDC, BC Tree Fruits Industries Limited and 0015755 B.C. Ltd.;
25. **“Proven Delivery Amount”** means a Delivery Amount that that is finally and conclusively determined pursuant to the Member Distribution Determination Procedure for all purposes, including for the purposes of any distribution made to Members, whether in this proceeding or in any other proceedings authorized by this court or permitted by statute, including a bankruptcy affecting the Petitioners;

26. “**Receiver**” means Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver of the assets, undertakings and property of the Petitioners;
27. “**Receiver’s Website**” means the case website established by Alvarez & Marsal Canada Inc. located at <https://www.alvarezandmarsal.com/bctreefruits>;
28. “**Service List**” means the service list maintained by the Receiver in these proceedings and posted on the Receiver’s Website; and
29. “**this Order**” means the Member Distribution Determination Order to which this Schedule “B” is appended.

SCHEDULE “C”

INSTRUCTION LETTER

IN THE MATTER OF OKANAGAN GROWERS DISTRIBUTION COOPERATIVE (FORMERLY BC TREE FRUITS COOPERATIVE), BC TREE FRUITS INDUSTRIES LIMITED and 0015755 B.C. LTD. (FORMERLY GROWERS SUPPLY COMPANY LIMITED)

This Instruction Letter must be read together with the Member Distribution Determination Order of the Supreme Court of British Columbia granted on April 9, 2026 (the “**Member Distribution Determination Order**”). The Member Distribution Determination Order establishes a process for the determination and adjudication of the amount of tree fruits delivered by current and former members of Okanagan Growers Distribution Cooperative, formerly known as the BC Tree Fruits Cooperative (“**OGDC**”) for the purposes of determining potential distributions to members (the “**Member Distribution Determination Procedure**”).

A copy of the Member Distribution Determination Order is enclosed herewith and is also available at: <https://www.alvarezandmarsal.com/bctreefruits>. All capitalized terms not otherwise defined in this document have the same meanings as are found in Schedule “B” of the Member Distribution Determination Order.

As part of the Member Distribution Determination Procedure, you have been identified as a current or former member of OGDC who has delivered tree fruits to OGDC in the amount set out in the Delivery Assessment Notice. This Instruction Letter provides important details regarding the Receiver’s assessment of your Delivery Amount, the documents sent to you in the Distribution Determination Package, and how to respond to them.

Please note that certain steps you may wish to take with respect to your Delivery Amount must be done prior to the Delivery Reporting Deadline, which is 5:00 p.m. (Vancouver time) on , 2026. Failure to take certain actions prior to the Delivery Reporting Deadline may impact your claims of entitlement to any distributions to Members and can result in such claims becoming forever barred and extinguished.

Overview of the Member Distribution Determination Procedure

Pursuant to the Reasons for Judgment issued by the Court on February 12, 2026, the Receiver has been directed to comply with the existing OGDC rules in making any future distributions of surplus funds to current and former members.

In this regard, please refer to Rule 125 of the *Rules of BC Tree Fruits Cooperative*, revised November 16, 2021, which is reproduced as follows:

125. Distribution of surplus in final year of operations

After setting aside the amount required as a reserve and paying any dividend permitted by these Rules, the Association must, but only in the year in which it

intends to permanently cease operations, distribute the whole of its then accumulated surplus, including all amounts realized from the sale or other disposition of its assets (but after setting aside an amount equal to the aggregate paid up capital of all its outstanding shares), to the members and former members of the Association (including the heirs, executors, administrators, successors and assigns) in the same proportion that the tonnage of tree fruits accepted by the Association from each of them (or from the grower through whom the member or former member derives or derived membership) in the previous 6 years bears to the total tonnage of tree fruits accepted by the Association from all its growers during those same 6 years.

Where the Receiver has sufficient information to make an assessment of a Member's Delivery Amount, the Receiver has set out in the Delivery Assessment Notice included in the Distribution Determination Package such Delivery Amount, being the total amount (by weight in pounds) of tree fruits which have been delivered by the active Member and accepted by OGDC between June 1, 2018 and May 31, 2024 based on OGDC's books and records. For clarity, only pounds delivered while a grower was an active Member of OGDC count toward the Member's Delivery Amount.

Additional information and forms related to the Member Distribution Determination Procedure can be found in the Receiver's Website or obtained by contacting the Receiver at the address indicated below, and providing your contact information including name, address and email address.

A. Delivery Assessment Notice

If you have received a Delivery Assessment Notice, you have two options:

1. If you agree with your Delivery Amount as set out in the Delivery Assessment Notice:

If you **AGREE** with the assessment of your Delivery Amount as set out in the Delivery Assessment Notice, **YOU NEED NOT TAKE ANY FURTHER ACTION**. Your Delivery Amount will be considered a Proven Delivery Amount for the purpose of the Member Distribution Determination Procedure.

2. If you wish to dispute your Delivery Amount as set out in the Delivery Assessment Notice:

If you **DISAGREE** with the assessment of your Delivery Amount as set out in the Delivery Assessment Notice, you must **COMPLETE AND RETURN TO THE RECEIVER** a Member Declaration setting forth the total amount (by weight in pounds) of tree fruits which have been delivered by you as a Member and accepted by OGDC between June 1, 2018 and May 31, 2024. A blank Member Declaration is enclosed.

The Member Declaration must attach all appropriate documentation evidencing the Delivery Amount you are claiming, including but not limited to, for example, any delivery receipts or pool payment reports you have received from the OGDC. For more information on what to include in

the Member Declaration, please refer to section C below. **The completed Member Declaration must be received by the Receiver by 5:00 p.m. (Vancouver time) on May 11, 2026.**

If no Member Declaration is received by the Receiver by the Delivery Reporting Deadline, subject to further Order of the Court, you will be deemed to have accepted the Delivery Amount set forth in the Delivery Assessment Notice, and any further claims against the Petitioners for a further Delivery Amount will be **FOREVER BARRED AND EXTINGUISHED**, and you will be prohibited from making or enforcing any further claims of entitlement to any distributions which may be made, against the Receiver, the Petitioners or the receivership estate.

B. No Delivery Assessment Notice

If you did not receive a Delivery Assessment Notice, it means OGDC's books and records do not identify you as a Member with a Delivery Amount greater than zero (0). If you believe you have delivered as a Member, and OGDC has accepted from you, tree fruits during the period between June 1, 2018 and May 31, 2024, inclusive, and your Delivery Amount was not assessed by the Receiver, you must complete and return to the Receiver a Member Declaration setting forth the Delivery Amount you are claiming. A blank Member Declaration is enclosed.

The Member Declaration must attach all appropriate documentation evidencing your Delivery Amount, including but not limited to, for example, any delivery receipts or pool payment reports you have received from the OGDC. For more information on what to include in the Member Declaration, please refer to section C below. **The completed Member Declaration must be received by the Receiver by 5:00 p.m. (Vancouver time) on May 11, 2026.**

C. Member Declaration

If you are required to submit a Member Declaration, either because the Receiver did not deliver a Delivery Assessment Notice or because you disagree with your Delivery Amount as set out in the Delivery Assessment Notice, the Member Declaration must:

1. attach all appropriate documentation evidencing your Delivery Amount. Examples of such documentation may include delivery receipts or pool payment reports,
2. provide full particulars of the Delivery Amount you are claiming to have delivered as an active Member, including membership information, particulars of the type of tree fruits, amounts delivered, description and date of deliveries, *etc.*; and
3. be sent to the Receiver, together with the required supporting documentation, by registered mail, courier, email (in one PDF file), or personal delivery addressed to:

Alvarez & Marsal Canada Inc.

Court-Appointed Receiver of Okanagan Growers Distribution Cooperative, BC
Tree Fruits Industries Limited and 0015755 B.C. Ltd.
925 West Georgia Street, Suite 902
Vancouver, British Columbia V6C 3L2

Attention: Anthony Tillman and Pinky Law
Email: bctreefruits@alvarezandmarsal.com

Where a Member Declaration is received by the Receiver, the Receiver will review the Member Declaration and, as soon as reasonably practicable, determine whether the Delivery Amount set out in the applicable form is accepted, disputed in whole, or disputed in part.

D. Notice of Adjustment

If the Receiver disagrees with the Delivery Amount as set out in the Member Declaration you submit to the Receiver, the Receiver will issue a Notice of Adjustment to you advising that your Delivery Amount has been revised or disallowed and the reasons for such revision or disallowance.

If you receive a Notice of Adjustment, and object to the revision or disallowance, as applicable, you must:

1. submit to the Receiver a Dispute Notice by registered mail, courier, email (in one PDF file), or personal delivery to the Receiver **by no later than June 15, 2026**. A blank Dispute Notice is enclosed; and
2. file with the Court and serve on the Receiver a Notice of Application seeking to dispute the Notice of Adjustment, along with all supporting affidavit material, **by no later than June 29, 2026**.

The dispute of the Notice of Adjustment shall proceed as a hearing *de novo* to be heard **no later than July 31, 2026**, and parties may bring forward evidence in respect of the Delivery Amount not previously included in connection with the applicable Member Declaration, or in connection with the corresponding Notice of Adjustment.

IF YOU DO NOT RECEIVE A DELIVERY ASSESSMENT NOTICE FROM THE RECEIVER ASSESSING YOUR DELIVERY AMOUNT, AND YOU FAIL TO SUBMIT A MEMBER DECLARATION BY THE DELIVERY REPORTING DEADLINE, YOUR CLAIM(S) OF ENTITLEMENT TO ANY DISTRIBUTIONS WILL BE FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING SUCH CLAIM(S) AGAINST THE RECEIVER, THE PETITIONERS OR THE RECEIVERSHIP ESTATE.

DATED this [●] of [●], 2026 at Vancouver, British Columbia

ALVAREZ & MARSHAL CANADA INC., in its capacity as the Court-appointed receiver of the assets, undertakings and property of Okanagan Growers Distribution Cooperative, BC Tree Fruits Industries Limited and 0015755 B.C. Ltd., and not in its personal or corporate capacity

Per: _____
Name:
Title:

SCHEDULE “D”

DELIVERY ASSESSMENT NOTICE

[Receiver’s Letterhead]

TO: [Insert contact information for Member]

RE: Tree Fruit Deliveries of [Member’s name]; Case Reference No. [Receiver’s file reference]

This Delivery Assessment Notice must be read together with the enclosed Instruction Letter and the Member Distribution Determination Order, a copy of which is enclosed herewith and is also available at: <https://www.alvarezandmarsal.com/bctreefruits>. All capitalized terms not otherwise defined in this document have the same meanings as are found in Schedule “B” of the Member Distribution Determination Order.

On August 13, 2024, on the application of BC Tree Fruits Cooperative (“**BCTFC**”), BC Tree Fruits Industries Limited, and Growers Supply Company Limited (“**GSC**” and, collectively, the “**Petitioners**”), the Supreme Court of British Columbia (the “**Court**”) made an order (the “**Initial Order**”) granting the Petitioners protection from their creditors under the *Companies’ Creditors Arrangement Act* (the “**CCAA Proceedings**”). Pursuant to the Initial Order, Alvarez & Marsal Canada Inc. (“**A&M**”) was appointed as monitor of the Petitioners (in such capacity, the “**Monitor**”).

On August 27, 2025, on application by the Monitor, A&M was appointed as receiver of the assets, undertakings and property of the Petitioners pursuant to the *Law & Equity Act* (British Columbia), and the CCAA Proceedings transitioned into receivership proceedings (the “**Receivership Proceedings**”). On August 27, 2025, the Court also granted an Order authorizing the Monitor/Receiver to change the name of BCTFC to “Okanagan Growers Distribution Cooperative” (“**OGDC**”) and the name of GSC to 0015755 B.C. Ltd.

On April 9, 2026, the Court granted the Member Distribution Determination Order in the Receivership Proceedings which, among other things, approved a process for the determination and adjudication of the amount of tree fruits delivered by current and former members of OGDC for the purposes of determining potential distributions to members (the “**Member Distribution Determination Procedure**”).

As part of the Member Distribution Determination Procedure, you have been identified as a current or former member of OGDC who has delivered tree fruits to OGDC in the amount set out in this Delivery Assessment Notice. This Delivery Assessment Notice provides important details regarding the Receiver’s assessment of your Claim, the documents sent to you in the Distribution Determination Package, and how to respond to them.

Please note that certain steps you may wish to take with respect to your Delivery Amount must be done prior to the Delivery Reporting Deadline, which is 5:00 p.m. (Vancouver time)

on May 11, 2026. Failure to take certain actions prior to the Delivery Reporting Deadline may impact your claims of entitlement to any distributions to Members and can result in such claims becoming forever barred and extinguished.

The Receiver's Assessment of Your Tree Fruit Deliveries

The records of OGDC indicate that:

- you are a [current/former] member of OGDC, with membership no. [●] and grower no. [●]; and
- **between June 1, 2018 and May 31, 2024, inclusive**, you have delivered as a Member, and OGDC has accepted from you, tree fruits (being, apples, pears, cherries, apricots, crab apples, blush cherries, peaches, prunes, nectarines and/or plums, if any) totalling [●] pounds, as particularized below:

CROP YEAR (June 1 to May 31)	Weight (pounds)
2018 Crop Year	
2019 Crop Year	
2020 Crop Year	
2021 Crop Year	
2022 Crop Year	
2023 Crop Year	
TOTAL DELIVERY AMOUNT	

Your entitlement, if any, to a distribution from OGDC and its receivership estate is subject to further notice by the Receiver and to any set-off claims as may be asserted by the Receiver, the Petitioners or the receivership estate.

If you **AGREE** with the Receiver's assessment of your Delivery Amount as stated above, then **NO FURTHER ACTION IS REQUIRED**. Your Delivery Amount will be deemed to be a Proven Delivery Amount.

If you **DO NOT AGREE** with the Receiver's assessment of your Delivery Amount as stated above, then you must submit a completed Member Declaration. A blank Member Declaration is enclosed with the Distribution Determination Package sent to you. Your completed Member Declaration, if any, must be submitted to the Receiver and **must be received by the Receiver by**

no later than 5:00 p.m. Vancouver time on May 11, 2026 (the “Delivery Reporting Deadline”)
at:

Alvarez & Marsal Canada Inc.

Court-Appointed Receiver of Okanagan Growers Distribution Cooperative, BC
Tree Fruits Industries Limited and 0015755 B.C. Ltd.
925 West Georgia Street, Suite 902
Vancouver, British Columbia V6C 3L2

Attention: Anthony Tillman and Pinky Law

Email: bctreefruits@alvarezandmarsal.com

IF YOU FAIL TO SUBMIT A MEMBER DECLARATION BY THE DELIVERY REPORTING DEADLINE, YOUR DELIVERY AMOUNT, AS SET OUT IN THIS DELIVERY ASSESSMENT NOTICE, WILL BE DEEMED ACCEPTED, AND ANY CLAIM(S) FOR AN AMOUNT IN EXCESS TO SUCH DELIVERY AMOUNT WILL BE FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING SUCH CLAIM(S) AGAINST THE RECEIVER, THE PETITIONERS OR THE RECEIVERSHIP ESTATE.

DATED this [●] of [●], 2026 at Vancouver, British Columbia

ALVAREZ & MARSHAL CANADA INC., in its capacity as the Court-appointed receiver of the assets, undertakings and property of Okanagan Growers Distribution Cooperative, BC Tree Fruits Industries Limited and 0015755 B.C. Ltd., and not in its personal or corporate capacity

Per: _____
Name:
Title:

SCHEDULE "E"

FORM OF MEMBER DECLARATION

**IN THE MATTER OF OKANAGAN GROWERS DISTRIBUTION COOPERATIVE
(FORMERLY BC TREE FRUITS COOPERATIVE), BC TREE FRUITS INDUSTRIES
LIMITED and 0015755 B.C. LTD. (FORMERLY GROWERS SUPPLY COMPANY
LIMITED)**

Please read the enclosed Instruction Letter carefully prior to completing this Member Declaration. All capitalized terms not otherwise defined in this document have the same meanings as are found in Schedule "B" of the Member Distribution Determination Order.

Please also review the Member Distribution Determination Order, a copy of which is enclosed herewith and is also available at: <https://www.alvarezmarsal.com/bctreefruits>.

You only need to complete this Member Declaration if:

1. you have received a Delivery Assessment Notice as part of your Distribution Determination Package and disagree with the Delivery Amount as set out in the Delivery Assessment Notice; **or**
2. you have not received a Delivery Assessment Notice as part of your Distribution Determination Package and wish to assert that you have delivered tree fruits during the relevant time period as a Member of OGDC.

CASE REFERENCE NUMBER: _____ *(to be entered by the Receiver)*

Regarding the tree fruit deliveries claimed by _____ (the "**Member**"), all notices or correspondence regarding the Member Distribution Determination Order to be forwarded to the Member at the following address:

Full Legal Name of Member: _____

Full Mailing Address: _____

Contact Person Name and Position: _____

Contact Person Telephone Number: _____

Contact Person Email address: _____

In the Matter of the Receivership of Okanagan Growers Distribution Cooperative (formerly BC Tree Fruits Cooperative), BC Tree Fruits Industries Limited and 0015755 B.C. Ltd. (formerly Growers Supply Company Limited), and the Tree Fruit Deliveries of _____ (name of Member)

I, _____ (name of Member or representative of the Member), of _____ (city and province) do hereby certify that:

1. I am the Member

or

I am _____ of the Member.

(if an officer or employee of the company, state position or title)

2. I have knowledge of all the circumstances connected with the tree fruit deliveries referred to in this form and claimed by the Member.

3. _____ (name of Member) is a [former]/[current] (select one) member of Okanagan Growers Distribution Cooperative, formerly BC Tree Fruits Cooperative within the meaning of the *Rules of BC Tree Cooperative*, revised November 16, 2021, with Grower number _____ and membership number _____ (if known).

4. The Member claims that, between June 1, 2018 and May 31, 2024, inclusive, it delivered to BC Tree Fruits Cooperative (now Okanagan Growers Distribution Cooperative), and Okanagan Growers Distribution Cooperative accepted, tree fruits totaling _____ pounds, as further particularized below:

CROP YEAR (June 1 to May 31)	Type of Tree Fruits and Weight (pounds)
2018 Crop Year	
2019 Crop Year	
2020 Crop Year	
2021 Crop Year	
2022 Crop Year	
2023 Crop Year	

(Additional information/comments from the Member)

(Provide full particulars of your claimed tree fruit deliveries, including membership information, particulars of the type of tree fruits, amounts delivered, description and date of deliveries, etc. Attach all supporting documents as Schedule "A" to this Member Declaration.)

All information submitted in this Member Declaration must be true, accurate and complete. Filing false information relating to your Delivery Amount may result in your Delivery Amount being disallowed in whole or in part and may result in further penalties.

This Member Declaration must be delivered by register mail, courier, email (in one PDF file) or personal delivery to the Receiver and must be received by the Receiver **by no later than 5:00 p.m. Vancouver time on May 11, 2026 (the "Delivery Reporting Deadline")** at:

Alvarez & Marsal Canada Inc.

Court-Appointed Receiver of Okanagan Growers Distribution Cooperative, BC
Tree Fruits Industries Limited and 0015755 B.C. Ltd.

925 West Georgia Street, Suite 902
Vancouver, British Columbia V6C 3L2

Attention: Anthony Tillman and Pinky Law

Email: bctreefruits@alvarezandmarsal.com

IF YOU DO NOT RECEIVE A DELIVERY ASSESSMENT NOTICE FROM THE RECEIVER ASSESSING YOUR DELIVERY AMOUNT, AND YOU FAIL TO SUBMIT A MEMBER DECLARATION BY THE DELIVERY REPORTING DEADLINE, YOUR CLAIM(S) OF ENTITLEMENT TO ANY DISTRIBUTIONS TO MEMBERS WILL BE FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING SUCH CLAIM(S) AGAINST THE RECEIVER, THE PETITIONERS OR THE RECEIVERSHIP ESTATE.

DATED at _____ this ____ day of _____, 2026.

WITNESS

(MEMBER NAME)

Per: _____
Name:

Per: _____
Name:
Title:

SCHEDULE “F”

NOTICE OF ADJUSTMENT

IN THE MATTER OF OKANAGAN GROWERS DISTRIBUTION COOPERATIVE (FORMERLY BC TREE FRUITS COOPERATIVE), BC TREE FRUITS INDUSTRIES LIMITED and 0015755 B.C. LTD. (FORMERLY GROWERS SUPPLY COMPANY LIMITED)

[Receiver’s Letterhead]

TO: [Insert contact information for claimant]

RE: The Tree Fruit Deliveries of [Member’s name]; Case Reference No. [Receiver’s file reference]

This Notice of Adjustment must be read together with the enclosed Instruction Letter and the Member Distribution Determination Order, a copy of which is enclosed herewith and is also available at: <https://www.alvarezandmarsal.com/bctreefruits>. All capitalized terms not otherwise defined in this document have the same meanings as are found in Schedule “B” of the Member Distribution Determination Order.

Pursuant to the Member Distribution Determination Order, the Receiver hereby gives you notice that your Member Declaration has been reviewed by the Receiver, and that your Delivery Amount has been revised or disallowed as follows:

- You **[are / are not]** a current or former member of Okanagan Growers Distribution Cooperative, formerly BC Tree Fruits Cooperative (“OGDC”) in the crop years of **[2018, 2019, 2020, 2021, 2022, 2023]**.
- Between June 1, 2018 and May 31, 2024, you have delivered, and OGDC has accepted, tree fruits totaling **[●]** pounds, as follows:

Crop Year	As Claimed in Member Declaration		Amount Allowed by the Receiver	
	Type of Tree Fruit	Weight (pounds)	Type of Tree Fruit	Weight (pounds)
2018				
2019				

Crop Year	As Claimed in Member Declaration		Amount Allowed by the Receiver	
	Type of Tree Fruit	Weight (pounds)	Type of Tree Fruit	Weight (pounds)
2020				
2021				
2022				
2023				
TOTAL	-		-	

Reasons for the Revision or Disallowance:

If you do not agree with this Notice of Adjustment, please take notice of the following:

To dispute a Notice of Adjustment, you **MUST**:

1. deliver a Dispute Notice, a blank copy of which is enclosed in your Distribution Determination Package, by registered mail, courier, email (in one PDF file), or personal delivery to the Receiver and must be received by the Receiver **by no later than 5:00 p.m. Vancouver time on June 15, 2026** at:

Alvarez & Marsal Canada Inc.

Court-Appointed Receiver of Okanagan Growers Distribution Cooperative, BC Tree Fruits Industries Limited and 0015755 B.C. Ltd.

925 West Georgia Street, Suite 902

Vancouver, British Columbia V6C 3L2

Attention: Anthony Tillman and Pinky Law
Email: bctreefruits@alvarezandmarsal.com

and

2. file with the Court and serve on the Receiver a Notice of Application seeking to appeal the Notice of Adjustment, along with all supporting affidavits **by no later than 5:00 p.m. Vancouver time on June 29, 2026**, or such other date as may be agreed to by the Receiver or as the Court may order.

IF YOU DO NOT DELIVER A DISPUTE NOTICE BY THE TIME SPECIFIED, OR DO NOT FILE AND SERVE A NOTICE OF APPLICATION SEEKING TO APPEAL THE NOTICE OF ADJUSTMENT BY THE DATE SPECIFIED, THE DELIVERY AMOUNT ATTRIBUTED TO YOU SHALL BE AS SET OUT IN THIS NOTICE OF ADJUSTMENT.

DATED this [●] of [●], 2026 at Vancouver, British Columbia

ALVAREZ & MARSHAL CANADA INC., in its capacity as the Court-appointed receiver of the assets, undertakings and property of Okanagan Growers Distribution Cooperative, BC Tree Fruits Industries Limited and 0015755 B.C. Ltd., and not in its personal or corporate capacity

Per: _____
Name:
Title:

SCHEDULE “G”

DISPUTE NOTICE

**IN THE MATTER OF OKANAGAN GROWERS DISTRIBUTION COOPERATIVE
(FORMERLY BC TREE FRUITS COOPERATIVE), BC TREE FRUITS INDUSTRIES
LIMITED and 0015755 B.C. LTD. (FORMERLY GROWERS SUPPLY COMPANY
LIMITED)**

Please read the enclosed Instruction Letter carefully prior to completing this Dispute Notice. All capitalized terms not otherwise defined in this document have the same meanings as are found in Schedule “B” of the Member Distribution Determination Order.

Please also review the Member Distribution Determination Order, a copy of which is enclosed herewith and is also available at: <https://www.alvarezandmarsal.com/bctreefruits>.

You only need to complete this Notice of Dispute **if you have received a Notice of Adjustment and you disagree with your Delivery Amount** as revised or disallowed by the Receiver.

CASE REFERENCE NUMBER: _____

Pursuant to the Member Distribution Determination Order, _____
(the “**Claimant**”), hereby gives notice that the Claimant intends to dispute the Notice of Adjustment bearing Case Reference Number _____ and dated _____ issued by the Receiver, and states as follows:

- _____ is a current or former member of Okanagan Growers Distribution Cooperative, formerly BC Tree Fruits Cooperative (“**OGDC**”).
- Between June 1, 2018 and May 31, 2024, inclusive, the Claimant has delivered, and OGDC has accepted, tree fruits totaling _____ pounds, as follows:

Crop Year	Amount Allowed by the Receiver		Amount Claimed by the Claimant	
	Type of Tree Fruit	Weight (pounds)	Type of Tree Fruit	Weight (pounds)
2018				
2019				

I, _____ (name of Member or representative of the Member), of
_____ (city and province) do hereby certify that:

1. I am the Claimant or an authorized representative of the Claimant;
2. I have knowledge of all the circumstances connected with this Claim;
3. the Claimant submits this Dispute Notice in respect of the Claim referenced above; **and**
4. all available documentation in support of the Claimant’s dispute is attached.

All information submitted in this Dispute Notice must be true, accurate and complete. Filing false information relating to your claimed Delivery Amount may result in your Delivery Amount being disallowed in whole or in part and may result in further penalties.

This Dispute Notice must be delivered by register mail, courier, email (in one PDF file) or personal delivery to the Receiver and must be received by the Receiver **by no later than 5:00 p.m. Vancouver time on June 15, 2026** at:

Alvarez & Marsal Canada Inc.
Court-Appointed Receiver of Okanagan Growers Distribution Cooperative, BC
Tree Fruits Industries Limited and 0015755 B.C. Ltd.
925 West Georgia Street, Suite 902
Vancouver, British Columbia V6C 3L2

Attention: Anthony Tillman and Pinky Law
Email: bctreefruits@alvarezandmarsal.com

In addition to delivering this Dispute Notice to the Receiver, you **MUST**, by June 29, 2026 (or such other date as may be agreed to by the Receiver or ordered by the Court) file and serve on the Receiver a Notice of Application seeking to appeal the Notice of Adjustment, along with all supporting affidavit materials, such Application must be heard not later than July 31, 2026, or such other date as the Receiver may agree.

IF YOU DO NOT DELIVER A DISPUTE NOTICE BY THE TIME SPECIFIED, OR DO NOT FILE AND SERVE A NOTICE OF APPLICATION SEEKING TO APPEAL THE NOTICE OF ADJUSTMENT BY THE DATE SPECIFIED, THE DELIVERY AMOUNT ATTRIBUTED TO YOU SHALL BE AS SET OUT IN THIS NOTICE OF ADJUSTMENT.

DATED at _____ this ____ day of _____, 2026.

WITNESS _____ *(CLAIMANT NAME)*

Per: _____
Name:

Per: _____
Name:
Title:

SCHEDULE “H”

NOTICE TO MEMBERS

**IN THE MATTER OF OKANAGAN GROWERS DISTRIBUTION COOPERATIVE
(FORMERLY BC TREE FRUITS COOPERATIVE), BC TREE FRUITS INDUSTRIES
LIMITED and 0015755 B.C. LTD. (FORMERLY GROWERS SUPPLY COMPANY
LIMITED)**

PLEASE TAKE NOTICE that on April 9, 2026, the Supreme Court of British Columbia issued an order (the “**Member Distribution Determination Order**”) in the receivership proceedings of Okanagan Growers Distribution Cooperative, formerly BC Tree Fruits Cooperative (“**OGDC**”), BC Tree Fruits Industries Limited and 0015755 B.C. Ltd., formerly Growers Supply Company Limited (collectively, the “**Petitioners**”), notifying all Persons who have delivered tree fruits to OGDC between June 1, 2018 and May 31, 2024, as an active **Member** of OGDC that they may opt to deliver a Member Declaration to Alvarez & Marshal Canada Inc., the court-appointed receiver of the assets, undertakings and property of the Petitioners (the “**Receiver**”).

The Member Declaration must be delivered by register mail, courier, email (in one PDF file) or personal delivery to the Receiver and must be received by the Receiver **by no later than 5:00 p.m. Vancouver time on May 11, 2026 (the “Delivery Reporting Deadline”)** at:

Alvarez & Marsal Canada Inc.

Court-Appointed Receiver of Okanagan Growers Distribution Cooperative, BC
Tree Fruits Industries Limited and 0015755 B.C. Ltd.
925 West Georgia Street, Suite 902
Vancouver, British Columbia V6C 3L2

Attention: Anthony Tillman and Pinky Law

Email: bctreefruits@alvarezandmarsal.com

Pursuant to the Member Distribution Determination Order, Distribution Determination Packages, including the Member Declaration form, will be sent to those Persons - known as members of OGDC during the timeframe of June 1, 2018 to May 31, 2024. Persons wishing to assert a Delivery Amount may also obtain the Member Distribution Determination Order and the Distribution Determination Package from the Receiver’s Website at: <https://www.alvarezandmarsal.com/bctreefruits>, or by contacting the Receiver at bctreefruits@alvarezandmarsal.com.

Only Member Declarations **actually received** by the Receiver on or before **5:00 p.m. Vancouver time on May 11, 2026** will be considered submitted by the Delivery Reporting Deadline. **It is your responsibility to ensure that the Receiver receives your Member Declaration by the Delivery Reporting Deadline.**

MEMBER DECLARATIONS WHICH ARE NOT RECEIVED BY THE DELIVERY REPORTING DEADLINE WILL BE BARRED AND EXTINGUISHED FOREVER.

If you have any questions regarding this process or the Distribution Determination Packages, please contact the Receiver at bctreefruits@alvarezandmarsal.com.

DATED this [●] of [●], 2026 at Vancouver, British Columbia

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, AS AMENDED

AND

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

AND

IN THE MATTER OF OKANAGAN GROWERS DISTRIBUTION COOPERATIVE,
BC TREE FRUITS INDUSTRIES LIMITED and 0015755 B.C. LTD.

PETITIONERS

ORDER MADE AFTER APPLICATION

(MEMBER DISTRIBUTION DETERMINATION PROCEDURE)

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
500 Burrard Street, Suite 2900
Vancouver, BC V6C 0A3
+1 604 631 3131

Counsel: Kibben Jackson / Tiffany Bennett
E-mail: kjackson@fasken.com / tbennett@fasken.com
Matter No: 285937.00020