



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

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 May 7, 2026 at 9:00 a.m. for the orders set out in Part 1 below.

The applicant estimates that the application will take 1 hour.

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

Part 1 ORDERS SOUGHT

1. An Order, substantially in the form attached hereto as Schedule "B" (the "Arrangement Approval Order"), which, among other things:

- (a) approves and facilitates the implementation of the transactions contemplated by a proposed arrangement (the “**Arrangement**”) under Division 5 of Part 9 of the *Business Corporations Act*, S.B.C. 2002, c. 57 (the “**BCA**”) and the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) to implement the purchase by 1589040 B.C. Ltd. (“**Acquireco**”) of all of the shares of the current members (the “**Members**”) of the Okanagan Growers Distribution Cooperative (“**OGDC**”), representing all of the issued and outstanding shares in the capital of OGDC (the “**Shares**”) by way of a plan of arrangement dated May 4, 2026 (the “**Plan of Arrangement**”) made among Acquireco, Amarjit Singh Lalli, in his capacity as the representative of the Members pursuant to an Order of this Court made August 26, 2024 (the “**Representative Member**”), and the Receiver; and
- (b) approves the Member Voting Procedure (as defined below).

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

Part 2 FACTUAL BASIS

3. Capitalized terms used and not otherwise defined in this Notice of Application shall have the meanings ascribed thereto in the Third Report of the Receiver dated May 4, 2026 (the “**Third Report**”), or the Plan of Arrangement, as applicable.

Background

4. 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 stay was extended on a number of occasions, up to and including August 29, 2025.

5. During the course of the CCAA proceedings, this Court granted a representation order (the “**Representation Order**”), which, among other things, appointed Amarjit Singh Lalli as Representative Member to represent the interests of all of the voting members of OGDC (formerly

BC Tree Fruits Cooperative) in the *CCAA* proceedings for all purposes, including, without limitation, the negotiation of any plan of compromise or arrangement involving the Petitioners or any of them and related matters.

6. On August 27, 2025, on the application of the Monitor, this Court granted an order, among other things, appointing A&M as receiver, without security, of all of the assets, undertakings and property of the Petitioners, including all proceeds thereof (the “**Receivership Order**”).

7. 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 sale approval and vesting orders (the “**SAVOs**”) to effect the sale of all of the Petitioners’ lands. The last of the transactions closed on July 24, 2025, with the result that the Petitioners’ only significant remaining assets consist of cash realized by the Monitor and some accounts receivable and other claims.

8. One of the SAVOs obtained by the Monitor during the course of the *CCAA* proceedings concerned a transaction whereby BC Tree Fruits Partnership (formerly Manage Wildstone Partnership) (“**Wildstone**”) purchased OGDC’s business. Since the closing of that transaction, Wildstone has been engaged in discussions with the Monitor and (subsequently) the Receiver, and the Representative Member, regarding the acquisition of the Members’ shares of OGDC.

9. On May 4, 2026, Acquireco, which is an affiliate of Wildstone, the Representative Member, and the Receiver executed the Plan of Arrangement, which sets out the principal terms of the Arrangement.

The Arrangement

10. At a high level, the Plan of Arrangement facilitates the purchase by Acquireco of all of the Shares for cash consideration in the amount of \$2,262,000.00 (the “**Cash Consideration**”). The Cash Consideration will be held by the Receiver, in trust, to be used first to pay the costs relating to the Arrangement (defined in the Plan of Arrangement as the “**Arrangement Costs**”), including the professional fees of the Receiver, its legal counsel and legal counsel for the Representative Member, with the balance to be distributed to the Members in accordance with the terms of the Plan of Arrangement.

11. The Arrangement also contemplates that all remaining assets and liabilities of OGDC not purchased by Acquireco as part of its purchase of the business will be transferred to and assumed by BCTFIL. Any and all orders made in respect of OGDC in these proceedings shall apply to BCTFIL *mutatis mutandis* such that for all intents and purposes the transfer of OGDC's assets and liabilities to BCTFIL does not affect any orders relating to such assets and liabilities.

12. After its acquisition of the Shares, Acquireco will amalgamate with OGDC.

13. If the Arrangement is approved and implemented, the 174 Members of OGDC will each receive \$13,000.00 in consideration of their Shares, on a gross basis. Any distributions ultimately made to the Members will be net of the Arrangement Costs and withholding taxes in respect of Non-Resident Members, if applicable.

14. The Plan of Arrangement provides for the following transactions, among others, to occur or be deemed to occur on the Effective Date:

- (a) the issued and outstanding shares of BCTFIL shall be consolidated in accordance with the Plan of Arrangement, and shall be transferred to the Members such that each Member shall receive one Class A Share and one Class B Share;
- (b) all of the Transferred Assets (as defined in the Plan of Arrangement) shall be transferred to and vest in BCTFIL;
- (c) in consideration for the transfer of the Transferred Assets, the Liabilities and Obligations of OGDC, if any, shall be transferred and assigned to, and vest absolutely and exclusively in, BCTFIL, and BCTFIL shall become exclusively liable for all such Liabilities and Obligations;
- (d) Acquireco shall pay the sum of \$2,262,000.00 (the "Cash Consideration") to the Receiver to be held in trust by the Receiver and distributed in accordance with the terms of the Plan of Arrangement and the Arrangement Approval Order;
- (e) Acquireco shall purchase from the Members, and the Members shall sell to Acquireco, all of the Shares for a total consideration in the amount of the Cash

Consideration, free and clear of and from any and all claims of ownership or interest thereto by any other person, and each Member shall be entitled to payment of the Cash Consideration on a *pro rata* basis, subject to the terms hereof; and

- (f) OGDC shall cease to be a petitioner in these proceedings and OGDC shall be deemed to be released from the purview of the Receivership Order and all other orders of this Court granted in these proceedings, save and except for this order, the provisions of which (as they relate to OGDC) shall continue to apply in all respects.

15. If the Arrangement is approved by the Court and fewer than one-third of the Members object under the procedure set out below, the Acquireco, the Receiver and the Representative Member intend to implement the Arrangement on or before May 31, 2026.

The Member Voting Procedure

16. In order to facilitate Member approval and implementation of the Arrangement, the Receiver is seeking approval of a process by which Members cast, or are deemed to cast, votes as to whether to approve of the Arrangement (the “**Member Voting Procedure**”).

17. The Receiver is of the view that it is not possible or commercially practical to conduct a special meeting of the Members to consider the Arrangement Agreement, particularly given the expected closing date for the Arrangement. The Member Voting Procedure is, in the Receiver’s view, an efficient and fair way to confirm that the Members approve of the Arrangement, particularly in light of the urgency underlying the Arrangement and the Receiver’s view that the Arrangement is beneficial for all of the Members.

18. The proposed Member Voting Procedure operates as follows:

- (a) the Receiver will distribute to all Members a Transaction Notice Package, which will include the Arrangement Approval Order, the Notice to Members, a blank Objection Notice, and the Plan of Arrangement;
- (b) Members that wish to vote in favour of approving the Arrangement are not required to take any further steps and are deemed to have cast a vote in favour of the Arrangement;

- (c) Members that wish to vote against approving the Arrangement must submit an Objection Notice to the Receiver prior to the Voting Deadline (May 22, 2026); and
- (d) the Receiver will review all Objection Notices received by the Voting Deadline, and will tally the number of deemed affirmative votes and the number of valid negative votes to determine whether the Arrangement is approved by the Required Majority (two-thirds of the Members), and will deliver to Acquireco and the Representative Member the Receiver's Certificate of Voting Results to certify its determination.

No Tax Liability for Distributions Made

19. If the Arrangement is approved by this Court, the Receiver seeks two particular heads of relief in anticipation of the implementation of the Arrangement, being:

- (a) the protection of the Receiver from personal liability under tax legislation for effecting distributions of the Cash Consideration; and
- (b) releases in favour of the parties to the Arrangement, including the Monitor and Receiver, Acquireco and the Representative Member, and their respective legal advisors, and certain related persons.

Part 3 LEGAL BASIS

20. The Receiver relies on the following:

- (a) the *BIA*;
- (b) the *BCA*;
- (c) the *Law and Equity Act*, R.S.B.C. 1996, c. 253;
- (d) the British Columbia *Supreme Court Civil Rules*, B.C. Reg. 168/2009;
- (e) the inherent and equitable jurisdiction of this Honourable Court; and

- (f) such further and other legal bases and authorities as counsel may advise and this Honourable Court may permit.

The Court Has Statutory and Inherent Jurisdiction to Grant the Relief Sought

21. The parties to the Plan of Arrangement propose to effect Acquireco's purchase of the Shares through an arrangement, as the overall transaction structure involves a series of transactions and steps which cannot be implemented through other means in a cost-effective manner or perhaps at all. In this regard: (a) the *Cooperative Association Act* (British Columbia) (the "*Coop Act*") does not include arrangement provisions or any other mechanism to compel the sale of members' shares in an association; and (b) neither the *Coop Act* nor the *BCA* specifically contemplates the amalgamation of an association and a company. Nevertheless, in the Receiver's submission, this court does have the jurisdiction to grant the orders sought under the *BCA* and the court's statutory discretion under the *BIA*.

22. 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.

Bankruptcy and Insolvency Act, RSC 1985, c B-3, as amended, s 243(1)(c) [*BIA*]; *Peace River Hydro Partners v Petrowest Corp*, 2022 SCC 41, [2022] 3 SCR 265 at para 148.

23. 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*].

24. 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 this case the *BIA*.

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

25. On this basis, the Receiver submits that the relief sought on this Application, including but not limited to the approval of the Arrangement and the Member Voting Procedure, which have been devised with a view to maximizing returns to the receivership estate’s stakeholders, 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.

26. In addition to the foregoing, the arrangement provisions of the *BCA* also lend jurisdiction to the court to make the orders sought. Subsection 288(1) of the *BCA* authorizes a company to “propose an arrangement with shareholders, creditors or other persons”, including “an amalgamation of the company with one or more corporations”. Corporations is defined in the *BCA* to include an incorporated association.

27. Pursuant to subsection 288(2) of the *BCA*, any proposed arrangement must be (a) adopted in accordance with section 289; and (b) approved by the court under section 291.

28. Pursuant to subsection 289(1)(e) of the *BCA*, an arrangement proposed with “any other persons”, those persons approve the arrangement in the manner and to the extent required by the court. In the present case, the “other persons” would be the Members.

29. Subsection 291(2) of the *BCA* confers upon this Court the express statutory authority to “make any order it considers appropriate” in respect of a proposed arrangement, including as to notice to interested persons and the manner in which meetings of interested persons are to be called, held and conducted.

30. Subsection 291(4)(c) further confirms this Court’s discretion to “make any incidental, consequential and supplemental orders necessary to ensure that the arrangement is fully and effectively carried out.”

Business Corporations Act, SBC 2002, c 57, ss 288(2), 289(1)(e), 291, 291(4)(c) [*BCA*].

31. In summary, pursuant to the arrangement provisions of the *BCA* and—to the extent necessary—supplemented by the court’s broad statutory discretion under the *BIA*, the court has the jurisdiction to approve an arrangement between a company and an association, and in relation to that, to make orders regarding the manner in which the members of the association are to be given notice of and vote on the arrangement.

32. What the parties to the Plan of Arrangement are seeking to do is not without precedent. In at least one other instance, the Supreme Court of British Columbia has approved an arrangement involving the amalgamation of a cooperative with a company. In *United Flower Growers*, the court confirmed that the term “other persons” in subsection 288(1) of the *BCA* includes incorporated associations, such that the court could approve an arrangement between a company and a cooperative. Also in *United Flower Growers*, the court made note of the fact that the members of the association had voted in favour of the proposed arrangement.

United Flower Growers Co-Operative Association (Re), 2015 BCSC 1169, [2015] BCWLD 5720 (“*United Flower Growers*”) at paras 33-34; *BCA*, ss 1(1), *sub-verbo*: “corporation”, 288(1).

The Arrangement and the Member Voting Procedure Should Be Approved

33. The Supreme Court of Canada has set out the test for the approval of a plan of arrangement in *BCE Inc., Re* (“*BCE*”), which provides that the Court must be satisfied that:

- (a) the statutory procedures have been met;
- (b) the application has been put forth in good faith; and
- (c) the arrangement is fair and reasonable

The Arrangement satisfies each of the foregoing requirements.

BCE Inc., Re, 2008 SCC 69, [2008] 3 SCR 560 at para 137 [*BCE*], as cited in *TCPO Holding Corp. (Re)*, 2023 BCSC 1402, 2023 ACWS 2669 at para 9 [*TCPO*].

34. First, all statutory requirements that are applicable to the Arrangement have been, or will be, satisfied prior to the implementation of the Arrangement, subject to the conditions and modifications contemplated by the Arrangement Approval Order. Specifically:

- (a) the Arrangement constitutes an “arrangement” within the meaning of subsection 288(1) of the *BCA*, as it involves:
 - (i) a transfer of all of the liabilities of a cooperative association (OGDC) to another corporation (BCTFIL); and
 - (ii) an exchange of securities of a cooperative association for money;
- (b) implementation of the Arrangement is subject to the Arrangement being approved by the Required Majority of Members, pursuant to the Member Voting Procedure. Accordingly, prior to the Arrangement taking effect, the Arrangement shall have been approved by the Members, as contemplated under section 289 of the *BCA*.

BCA, ss 288(1), 289.

35. Second, the Arrangement has been put forward in good faith. The structure of the Arrangement, together with the individual transactions contemplated thereunder, and the proposed Member Voting Procedure, are the result of an arm’s-length negotiation process between the parties and their advisors. The Receiver, as an officer of the Court, has considered the merits of the Arrangement, including specifically its impact on the Members, and has concluded that the Arrangement is beneficial to the Members and materially enhances returns for them. The circumstances giving rise to the Arrangement are indicative of the parties having acted in good faith.

36. Lastly, the Arrangement is fair and reasonable. In *BCE*, the Supreme Court confirmed that there are two elements to this analysis:

- (a) the Arrangement must have a valid business purpose; and
- (b) the objections of those whose legal rights are being arranged are being resolved in a fair and balanced way.

BCE at paras 138, 143.

37. The “fair and reasonable” analysis set out in *BCE* was more recently summarized by Justice Brundrett of this Court in the arrangement proceedings involving TCPO Holding Corp:

In assessing whether the arrangement has a valid business purpose, the Court in *BCE* instructed [...] that courts may consider:

- a) Any positive value to the corporation that might offset the fact that rights are being altered or whether the arrangement furthers the interests of the corporation as an ongoing concern;
- b) The necessity of the arrangement to the continued operation of the corporation, taking into account market conditions, technology, the regulatory environment, and competitive factors;
- c) The existence of alternatives; and
- d) Whether the arrangement is in the sole interest of any particular stakeholder.

In assessing whether objections are resolved in a fair and balanced way, the court may consider:

- a) Whether there are conflicting interests between different groups of affected rights holders;
- b) Whether a majority of the shareholders have voted to approve the arrangement (this factor is to be given considerable weight);
- c) Whether an intelligent and honest businessperson, as a member of the voting class concerned and acting in their own interest, would reasonably approve of the arrangement (a factor typically considered in circumstances where there is no vote);
- d) The repute of the directors and advisors who approve of the arrangement and the arrangement's terms; and
- e) Whether the shareholders have access to dissent and appraisal remedies.

TCPO at paras 10-11, citing *BCE* at paras 145-146, 148-54.

38. The Arrangement furthers a valid business purpose. To start, the contemplated Arrangement arises from an offer made by Wildstone, the purchaser of OGDC's business under a prior transaction in the course of the *CCAA* proceedings. Wildstone has incorporated Acquireco with the express purpose of acquiring the Shares. The proposed Arrangement represents the only offer received for the Shares, and would have no impact on the current and former members' entitlement to any distributions of surplus funds held by the Receiver.

39. In the absence of the Arrangement, the Receiver expects OGDC would likely be wound up at some future time as part of the Receiver's administration of the receivership estate, as OGDC's tax attributes otherwise provide no value to the individual Members. Following its amalgamation

with Acquireco, OGDC will presumably carry on its former business as a going concern. The Arrangement represents the best and only avenue for further recoveries by the Members, all of whom are treated fairly and equally under the terms of the Arrangement and the proposed form of order.

40. The Receiver further submits that the parties have structured the Arrangement in a manner that resolves potential objections of Members in a fair and balanced way by incorporating the Member Voting Procedure in the relief sought. In particular:

- (a) the Receiver has reviewed the Arrangement and its potential impacts on Members and recommends that Members vote in favour of approving the Arrangement;
- (b) although the Receiver does not intend to call a special meeting, the Members nonetheless may exercise their voting rights through the Member Voting Procedure, which has been designed with a “negative” voting process that provides a cost-effective and timely mechanism to determine whether the Members approve of the Arrangement by the Required Majority;
- (c) the Receiver will publish and deliver the Transaction Notice Package within two Business Days of the Court granting the relief sought, providing Members approximately two weeks to consider the Arrangement prior to the Objection Deadline of May 22, 2026. Further, the Receiver is of the view that the materials included in the Transaction Notice Package provide sufficient information for Members to form a reasoned judgment concerning the nature and effect of the Arrangement;
- (d) if approved by the Required Majority, the Arrangement will be binding on all Members. While Members who deliver Objection Notices are, in such a scenario, compelled to sell their Shares, the Receiver notes that:
 - (i) the Arrangement is the only mechanism through which Members may receive any further value for their Shares thereby providing a financial

upside that would otherwise not exist. A reasonable person, acting in their own self-interest, would approve the Arrangement; and

- (ii) at least two-thirds of the Members will have voted in favour of the Arrangement. Considering the complexity and the unique circumstances of the proceedings to date, this should be given significant weight.

Releases in Favour of the Parties to the Arrangement

41. The Receiver seeks releases in favour of:

- (a) the Monitor and Receiver and their legal counsel, and their respective present and former directors, officers, partners, employees and advisors;
- (b) Acquireco, and their representative directors, officers, employees, legal counsel, and advisors; and
- (c) the Representative Member and his legal counsel

(all of the foregoing being the “**Released Parties**”), from any and all claims in respect of the entering into and the execution of the Plan of Arrangement, or the implementation of the Arrangement.

42. Although plans of arrangements under provincial business corporations statutes do not typically include third party releases, the unique circumstances of the Arrangement and these proceedings justify the granting of releases in favour of the parties to the Plan of Arrangement, akin to those issued in connection with reverse vesting orders and insolvency plan sanction orders. In granting such relief, this Court may find its authority not only in its broad statutory jurisdiction under sections 183 and 243(1)(c) of the *BIA*, but also its inherent jurisdiction.

BIA, ss 183 and 243(1)(c).

43. The factors considered by supervising courts when approving third party releases in the context of a plan of arrangement or compromise provide guidance:

- (a) the parties to be released are necessary and essential to the restructuring of the debtor;

- (b) the claims to be released are rationally related to the purpose of the plan and necessary for it;
- (c) the plan cannot succeed without the releases;
- (d) the parties given the benefit of the release are contributing in a tangible and realistic way to the plan;
- (e) the plan will benefit not only the debtor, but its creditors generally;
- (f) whether the creditors voting on the plan had knowledge of the nature and the effect of the releases; and
- (g) whether the releases were fair and reasonable and not overly broad or offensive to public policy.

Bul River Mineral Corporation (Re), 2015 BCSC 113 at para 79; *ATB Financial v Metcalfe & Mansfield Alternative Investments II Corp*, 2008 ONCA 587, [2008] OJ No 3164 at para 112; *Walter Energy Canada Holdings, Inc. (Re)*, 2018 BCSC 1135, 294 ACWS (3d) 692 at para 30.

44. The contemplated releases satisfy these foregoing criteria as they apply to the Arrangement and should be approved, including for the following reasons:

- (a) the Released Parties were necessary and essential to the Arrangement, which furthers the Receiver's mandate to maximize value for the receivership estate, having worked diligently to develop the Plan of Arrangement and the Member Voting Procedure;
- (b) the releases are rationally connected to the Arrangement and are necessary to bring finality to the parties after the Arrangement is implemented, including because the Released Parties provided their professional expertise to assist with structuring and negotiating the Arrangement, in order to maximize value;
- (c) the releases are critical aspects of the Arrangement for the Released Parties, and in particular the Receiver as an officer of this Court who has agreed to undertake the role of facilitating the Member Voting Procedure and to distribute the Cash

Consideration, and approval of an Arrangement Approval Order in the form satisfactory to the parties (which necessarily includes the releases) is a condition precedent to the implementation of the Plan;

- (d) all Members will have knowledge of the releases at the time of receiving the Transaction Notice Packages; and
- (e) the releases benefit all stakeholders by providing certainty and finality in connection with the implementation of the Arrangement, and by ensuring that the Released Parties have certainty and finality regarding their liabilities going forward, particularly in light of the unique nature of the Arrangement.

45. The proposed releases are narrow and specifically connected to the Arrangement. Each of the Released Parties contributed to the Arrangement.

46. The proposed releases do not release obligations which are unconnected to the Arrangement, nor claims that result from gross negligence or wilful misconduct.

47. For these reasons, the Receiver submits that the releases sought are fair and reasonable, and should be approved by this Court.

Part 4 MATERIAL TO BE RELIED ON

48. The Third Report.

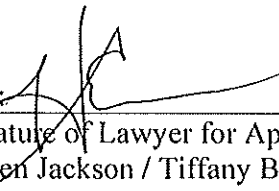
49. Such further and other material as counsel may advise and this Honourable Court deems admissible.

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: 04-May-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.)

No. S-245481
Vancouver Registry

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TREE FRUITS INDUSTRIES LIMITED and 0015755 B.C. LTD.

PETITIONERS

CCAA SERVICE LIST

As at April 10, 2026

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| <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> |
| <p>Osler LLP</p> <p>Attention: Mary Buttery, K.C. Emma Newbery Christian Garton Lucas Hodgson</p> <p>Email: mattery@osler.com enewbery@osler.com cgarton@osler.com lhodgson@osler.com</p> <p><i>Counsel for BC Tree Fruits members</i></p> | <p>Province of British Columbia</p> <p>Attention: Aaron Welch</p> <p>Email: aaron.welch@gov.bc.ca AGLSBRevTaxInsolvency@gov.bc.ca</p> |

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|---|---|
| <p>Dentons Canada LLP</p> <p>Attention: Jordan Schultz Cassandra Federico Chelsea Denton</p> <p>Email: jordan.schultz@dentons.com cassandra.federico@dentons.com chelsea.denton@dentons.com</p> <p><i>Counsel for Bayer Cropscience Inc.</i></p> | <p>FH&P Lawyers LLP</p> <p>Attention: Clay Williams Wendy Advocaat Wendy Cheung</p> <p>Email: cwilliams@fhplawyers.com wadvocaat@fhplawyers.com wcheung@fhplawyers.com</p> <p><i>Counsel for Glacier Heights Refrigeration Inc., Keldon Electric Ltd., Rock Welding Ltd., Armitage Electric and Van Doren Sales North Inc.</i></p> |
| <p>MLT Aikins LLP</p> <p>Attention: Lisa Ridgedale Marisa McGarry</p> <p>Email: lridgedale@mltaikins.com mwarnick@mltaikins.com mmcgarry@mltaikins.com</p> <p><i>Counsel for AgResource</i></p> | <p>Department of Justice Canada British Columbia Regional Office</p> <p>Attention: Aminollah Sabzevari Charlotte Woo Khanh Gonzalez</p> <p>Email: Aminollah.Sabzevari@justice.gc.ca Charlotte.Woo@justice.gc.ca Khanh.Gonzalez@justice.gc.ca</p> |
| <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> |

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| <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 NWalnicki@nst.ca</p> <p><i>Counsel for BC Tree Fruits former members</i></p> |
| <p>Dumoulin Boskovish LLP</p> <p>Attention: Robert Starke Joseph Moise</p> <p>Email: rstarke@dubo.com jmoise@dubo.com</p> <p><i>Counsel for Farming Karma Fruit Company</i></p> | |

E-Service List

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SCHEDULE "B"
FORM OF 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 OKANAGAN GROWERS DISTRIBUTION COOPERATIVE, BC
TREE FRUITS INDUSTRIES LIMITED and 0015755 B.C. LTD.

PETITIONERS

ORDER MADE AFTER APPLICATION
(ARRANGEMENT APPROVAL AND MEMBER VOTING PROCEDURE)

BEFORE THE HONOURABLE
JUSTICE GROPPER

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May 7, 2026

ON THE APPLICATION OF Alvarez & Marsal Canada Inc. (“**A&M**”) 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 this day; AND ON HEARING Kibben Jackson, 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 Third Report of the Receiver dated May 4, 2026 (the “**Third Report**”); AND PURSUANT TO the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”); the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, the *Business Corporations Act*, S.B.C. 2002, c. 57 (the “**BCA**”), 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 (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 the draft Notice to Members, a copy of which is attached as Schedule “B” to this order, or in the Plan of Arrangement (as defined at paragraph 3 below), as applicable.
3. All references to “**Arrangement**” used herein mean the proposed arrangement under Division 5 of Part 9 of the *BCA* and the *BIA* to implement the purchase by 1589040 B.C. Ltd. (“**Acquireco**”) of all of the shares of the current members (the “**Members**”) of the Okanagan Growers Distribution Cooperative (“**OGDC**”), representing all of the issued and outstanding shares in the capital of OGDC (the “**Shares**”) by way of a plan of arrangement made between Acquireco, Amarjit Singh Lalli (the “**Representative Member**”), in his capacity as the representative of the Members, and the Receiver (the “**Plan of Arrangement**”), a copy of which is attached as Schedule “C” to this order.
4. All references to the singular in this order include the plural and the plural include the singular.
5. All references in this order 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.

APPROVAL OF ARRANGEMENT, VESTING, AND PERMITTED MODIFICATIONS

Conditional Approval of the Arrangement

6. Subject to approval of the Arrangement by the Required Majority (as defined at paragraph 32 below) of the Members, as evidenced by the delivery of the Receiver’s Certificate of

Voting Results (as defined at paragraph 38 below), the Arrangement proposed by Acquireco and the Representative Member, on the terms set forth in the Plan of Arrangement, is hereby approved pursuant to section 291 of the *BCA* and the *BIA*. For greater certainty, all declarations, authorizations and approvals granted in this order with respect to the approval and implementation of the Arrangement shall be read and interpreted as being conditional upon the Arrangement having been approved by the Required Majority of the Members.

7. Acquireco, the Representative Member and the Receiver are authorized and directed to perform their respective obligations under the Plan of Arrangement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Arrangement.
8. Prior to the delivery of the Transaction Notice Package as contemplated at paragraph 27 below, Acquireco, the Representative Member and the Receiver are authorized to make such amendments, revisions or supplements to the Plan of Arrangement as they may together determine necessary or desirable without the need for any further order of this court, provided that such amendments, revisions or supplements are (a) made in accordance with and in the manner contemplated in the Plan of Arrangement, and (b) do not reduce the Cash Consideration payable thereunder.
9. The terms and conditions of the Plan of Arrangement, and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to the Members and all other affected persons.
10. This order shall constitute the only authorization required by the Receiver, Acquireco and the Representative Member to proceed with the Arrangement, and no other approval shall be required in connection herewith.
11. Any articles or records required by the *BCA* to be filed in respect of the Arrangement shall be filed on such date as Acquireco and the Representative Member shall agree, in accordance with the terms of the Arrangement.

12. The Plan of Arrangement will be effective at the Effective Time in accordance with its terms.

Vesting of Assets and Obligations and Effect of Arrangement

13. For greater certainty, the following shall occur and shall be deemed to have occurred at the Effective Time, all in accordance with the steps and in the sequence contemplated under section 3.2 of the Plan of Arrangement:

- (a) the issued and outstanding Class A Shares and Class B Shares of BCTFIL shall be consolidated on the basis of one (1) post-consolidated Class A Share for every 5.7528736 pre-consolidated Class A Shares and one (1) post-consolidated Class B Share for every 5.7528736 pre-consolidated Class B Shares, such that after the consolidation there will be 174 Class A Shares and 174 Class B Shares in the capital of BCTFIL issued and outstanding, and thereafter OGDC will transfer such shares to the Members equally such that each Member receives one Class A Share and one Class B Share;
- (b) all of OGDC's assets, properties, rights and interests of any kind or nature whatsoever (whether legal or beneficial, tangible or intangible, real or personal, corporeal or incorporeal), wherever situated as at the Effective Time, including without limitation cash, accounts, contractual rights, causes of action, and any and all books and records therefor in the possession of the Receiver (the "**Transferred Assets**"), shall be transferred to and vest in BCTFIL, provided that such assets shall exclude tax returns and any other books and records;
- (c) in consideration of the Transferred Assets, all covenants, obligations, commitments and liabilities of every kind, character and description whatsoever, whether voluntary or involuntary, known or unknown, due or not due, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, determined or undetermined, absolute or contingent, secured or unsecured, express or implied, joint or several, vested or unvested, whether incurred, assumed, created, amended or otherwise made or arising before the Effective Time of OGDC (the "**Liabilities and Obligations**"), if any, shall be assumed by, and vest absolutely and exclusively in,

BCTFIL, and BCTFIL shall become exclusively liable for all Liabilities and Obligations, if any;

- (d) Acquireco shall pay the sum of \$2,262,000.00 (the “**Cash Consideration**”) to the Receiver to be held in trust by the Receiver for the benefit of the Members and the Professional Service Firms (as defined at paragraph 15 below), subject to any amounts withheld by Acquireco pursuant to the Plan of Arrangement, and dealt with in accordance with the terms of the Plan of Arrangement and this order;
 - (e) all of the Members’ right, title and interest in and to the Shares shall be transferred to and vest absolutely in Acquireco, free and clear of and from any and all claims of ownership or interest thereto by any other person, and each Member shall be entitled to payment of the Cash Consideration on a *pro rata* basis, subject to the terms of the Plan of Arrangement and this order;
 - (f) OGDC shall cease to be a petitioner in these proceedings and OGDC shall be deemed to be released from the purview of the receivership order granted by this court on August 27, 2025 (the “**Receivership Order**”), any and all charges created thereunder, and all other orders of this court granted in these proceedings, save and except for this order, the provisions of which (as they relate to OGDC) shall continue to apply in all respects.
14. The Receiver may rely on written notice from Acquireco and the Representative Member regarding the satisfaction or waiver of conditions to closing under the Plan of Arrangement and shall have no liability with respect to such reliance.
15. Notwithstanding anything to the contrary in the Plan of Arrangement or this order, the Receiver shall be entitled to pay from the Cash Consideration: (a) all costs incurred by the receivership estate in relation to the Arrangement, whether incurred before or after the Effective Time; and (b) the Receiver’s fees and disbursements, as well as those of its legal counsel, Fasken Martineau DuMoulin LLP, and of counsel for the Representative Member, Osler, Hoskin & Harcourt LLP (collectively, the “**Professional Service Firms**”), provided such fees and disbursements related exclusively to the Arrangement (all such amounts are referred to collectively as the “**Arrangement Costs**”).

16. After payment of the Arrangement Costs and reserving for any estimated future Arrangement Costs, the Receiver is authorized and directed to make one or more distributions to the Members from the Cash Consideration as payment for the purchase of the Shares by Acquireco as contemplated by the Plan of Arrangement.
17. From and after the Effective Time:
 - (a) all obligations and liabilities of OGDC which are transferred to and assumed by BCTFIL shall be otherwise unaffected and shall continue as obligations and liabilities of BCTFIL;
 - (b) all orders of this court made prior to the Effective Date which created or affected any rights, obligations, duties or restrictions on the part of OGDC and which relate to any of the Transferred Assets or any of the Liabilities and Obligations shall apply to BCTFIL, *mutatis mutandis*, as if the Transferred Assets and Liabilities and Obligations had not been transferred to or assumed by BCTFIL;
 - (c) all Liabilities and Obligations, if any, shall attach to the Transferred Assets in the same manner and with the same relative priority as they had immediately prior to the implementation of the Arrangement, as if the Transferred Assets and the Liabilities and Obligations had not been transferred to and assumed by BCTFIL; and
 - (d) for clarity, neither OGDC nor Acquireco shall have any obligation to any creditors of OGDC or any other stakeholder having an interest in OGDC immediately prior to the Effective Date.
18. Notwithstanding:
 - (a) these proceedings;
 - (b) any application for a bankruptcy order in respect of OGDC, Growers or BCTFIL now or hereafter made pursuant to the *BIA* and any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made by or in respect of OGDC, Growers or BCTFIL,

the transfer to and vesting in Acquireco of the Members' interest in the Shares and the transfer to and assumption by BCTFIL of the Transferred Assets and the Liabilities and Obligations pursuant to the Plan of Arrangement and this order shall be binding on any trustee in bankruptcy that may be appointed in respect of OGDC, Growers or BCTFIL and shall not be void or voidable by creditors of any of OGDC, Growers or BCTFIL, nor shall such transactions constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *BIA* or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

19. The Receiver is hereby authorized, but not required, to bankrupt either or both of BCTFIL and Growers. Neither OGDC nor Acquireco shall be liable for any obligations of BCTFIL and Growers, whether in their capacities as direct or indirect shareholders of such companies or otherwise.
20. Nothing in this order, including the release of OGDC from the purview of these proceedings pursuant to paragraph 13(f) hereof shall affect, vary, derogate from, limit or amend, and A&M shall continue to have the benefit of, any and all rights and approvals and protections in favour of the A&M in its capacity as court-appointed monitor of the Petitioners (the "**Monitor**") and the Receiver at law or pursuant to the *Companies' Creditors Arrangement Act* (Canada), the *BIA*, this order, and other orders granted in these proceedings or otherwise, including all approvals, protections, and stays of proceedings in favour of A&M in its capacity as Monitor and Receiver, all of which are expressly continued and confirmed. The Receiver and its employees and representatives shall not incur any liability as a result of acting in accordance with this order, save and except for any gross negligence or wilful misconduct on the part of any such parties.
21. The Receiver shall not incur any liability under the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada), or any other similar federal, provincial, state or territorial tax legislation (collectively, the "**Statutes**") for facilitating the payments contemplated under the

Arrangement and in accordance with this order, and the Receiver shall not have any liability for any of OGDC's, Growers' or BCTFIL's tax liabilities under the Statutes in respect of such payments, regardless of how or when such liabilities may have arisen.

22. The Receiver 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 payment contemplated under the Arrangement or this order.

MEMBER VOTING PROCEDURE AND NOTICE OF TRANSACTION APPROVED

23. The process established in this Order by which votes of Members are cast, counted and recorded in order to determine whether the Members approve of the Arrangement (the "**Member Voting Procedure**"), including the Voting Deadline and the Required Majority (both as defined at paragraph 32 below), is hereby approved.

24. The Receiver, in addition to its prescribed rights, duties, responsibilities and obligations under the Receivership Order and any other order of the court in these proceedings, shall implement and administer the Member Voting Procedure and the Receiver is hereby directed and empowered to take such actions as the Receiver deems necessary to carry out its duties under this order.

25. 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 waive strict compliance with the requirements of this order, including in respect of the completion, execution and time of delivery of such forms.

26. Each of the:

(a) Notice to Members attached as Schedule "B" hereto; and

(b) Objection Notice attached as Schedule "D" hereto (the "**Objection Notice**")

is hereby approved in substantially the form 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.

27. As soon as practicable after the date of this order, and in any event within two (2) Business Days following the date of this order:
- (a) the Receiver shall post on the Receiver's Website copies of:
 - (i) this order;
 - (ii) the Notice to Members;
 - (iii) a letter to from the Members' representative counsel;
 - (iv) a blank Objection Notice; and
 - (v) the Plan of Arrangement;(collectively, the "**Transaction Notice Package**"); and
 - (b) shall cause the Notice to Members to be published in *Castanet.net*.
28. Good and sufficient service on and delivery to the Members of the notices contemplated by this order, including notice of the Member Voting Procedure and the Voting Deadline, shall occur upon the delivery of the Transaction Notice Package to the Members and the Notice to Members being posted in accordance with paragraph 30 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, the Member Voting Procedure, or the Voting Deadline.
29. The accidental failure by the Receiver to transmit or deliver the Transaction Notice Package in accordance with this order or the non-receipt of such materials by any Member shall not invalidate the Member Voting Procedure or the Voting Deadline.
30. With respect to any Members that are known to the Receiver, the Receiver is hereby authorized and directed to deliver the Transaction Notice Package to such Members (a) by email to the last known email address of each Member as set out in the books and records of OGDC, or, (b) if no email address is available, by prepaid mail, regular mail, or courier to the last known address of each Member as set out in such books and records, as soon as

practicable following the date of this order, and in any event no later than two (2) Business Days thereafter.

31. To the extent that any person that does not receive a Transaction Notice Package seeks documents relating to the Member Voting Procedure, they shall, prior to the Voting Deadline, make such request to the Receiver and the Receiver shall cause a Transaction Notice 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 Voting Procedure as may be appropriate in the circumstances.
32. The Arrangement is approved on the condition that at least 66⅔% (sixty-six and two-thirds percent) of the Members vote in favour of the approval of the Arrangement (the "**Required Majority**").
33. Each Member shall be entitled to one (1) vote in respect of the approval of the Arrangement, and all votes shall be weighted equally for purposes of determining the Required Majority.
34. If a Member wishes to vote against the approval of the Arrangement, such Member must submit a completed Objection Notice to the Receiver in the manner set out in paragraph 35 below, so that the Objection Notice is received by the Receiver not later than May 22, 2026 (the "**Voting Deadline**").
35. Any Objection 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 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.

36. All Members are deemed to have cast a vote in favour of the approval of the Arrangement, including the sale of their Shares to Acquireco, unless they deliver a completed Objection Notice to the Receiver by the Voting Deadline. For clarity, any Member that wishes to vote in favour of the approval of the Arrangement need not take any action.
37. Any Objection Notice that is illegible, spoiled or defective shall be deemed to be voted in favour of approving the Arrangement.
38. The Receiver shall review all Objection Notices received by the Voting Deadline and shall tally the number of deemed affirmative votes and the number of valid negative votes to determine whether the Arrangement is approved by the Required Majority. As soon as practicable after the Members' votes have been tallied and the results therefrom determined, the Receiver shall deliver to Acquireco and the Representative Member a certificate substantially in the form as attached hereto as Schedule "E" certifying same (the "**Receiver's Certificate of Voting Results**").
39. The Receiver is hereby directed to file a copy of the Receiver's Certificate of Voting Results with the court forthwith following its delivery.

RELEASES

40. At the Effective Time, (a) the Monitor and Receiver and their legal counsel, and their respective present and former directors, officers, partners, employees and advisors, (b) Acquireco, and their representative directors, officers, employees, legal counsel, and advisors; and (c) the Representative Member and his legal counsel (collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind

whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part and in connection with the Arrangement (collectively, the “**Released Claims**”), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested or transferred to BCTFIL or to any other person, and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence, fraud or wilful misconduct.

41. No action lies against the Receiver, in its capacity as Receiver, by reason of this order or the performance of any act authorized by this order, except by leave of the court. Any persons related to the Receiver shall benefit from the protection arising under this paragraph.

GENERAL PROVISIONS

42. 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.
43. In the event of any discrepancy between this order and, (a) the forms comprising the Transaction Notice Package, or (b) the Plan of Arrangement, this order shall govern.
44. Service of this order shall be made on all persons who appeared on this Application, either by counsel or in person, and upon the Registrar of Companies appointed pursuant to section 400 of the *BCA*. The need for service of this order on any other person is hereby dispensed with.
45. THIS COURT REQUESTS the aid and recognition of other Canadian 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.

46. The Receiver and any interested person may, at any time prior to the filing of the Articles of Arrangement, 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.
47. 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 |
|----------------------|---------------------|
| | |
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| | |
| | |
| | |

SCHEDULE "B"
FORM OF NOTICE TO MEMBERS

(See attached)

**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 May 7, 2026, the Supreme Court of British Columbia (the “Court”) issued an order (the “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”), conditionally approving a proposed arrangement (“Arrangement”) under Division 5 of Part 9 of the *Business Corporations Act*, S.B.C. 2002, c. 57 (the “BCA”) to, among other things, implement the purchase by 1589040 B.C. Ltd., of all the member shares in OGDC, representing all of the issued and outstanding shares in the capital of OGDC (the “Shares”). The Arrangement is described in greater detail in the attached Appendix “A”.

AND NOTICE IS FURTHER GIVEN that the Court’s conditional approval is subject to the approval of the Arrangement by not less than 66⅔% (two-thirds) of the current members of OGDC (the “Members”). Pursuant to the Order, the Court has directed Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver of the assets and undertakings of the Petitioners (the “Receiver”), to implement the process established by the Order by which votes of Members are cast, counted and recorded in order to determine whether the Members approve of the Arrangement (the “Member Voting Procedure”).

Under the Member Voting Procedure:

- 1. If a Member wishes to vote against approving the Arrangement**, such Member must submit a completed Objection Notice (a copy of which is included with this Notice) to the Receiver by not later than 5:00 p.m. (Vancouver time) on May 22, 2026 (the “Voting Deadline”).
- 2. All Members that do not deliver a completed Objection Notice to the Receiver by the Voting Deadline are deemed to vote in favour of approving the Arrangement**, and such Member need not take any other action.

Only current members of OGDC are entitled to vote on the Arrangement. Each Member is entitled to one (1) vote.

The Objection Notice must be delivered 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 May 22, 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

Transaction Notice Packages (as defined in the Order), including the Objection Notice, will be sent to all Members according to the records of OGDC. You may also obtain a Transaction Notice Package from the Receiver's Website at: <https://www.alvarezandmarsal.com/bctreefruits>, or by contacting the Receiver at bctreefruits@alvarezandmarsal.com.

Only Objection Notices **actually received** by the Receiver on or before **5:00 p.m. Vancouver time on May 22, 2026** will be considered submitted by the Voting Deadline. **If you wish to vote against the Arrangement, it is your responsibility to ensure that the Receiver receives your Objection Notices by the Voting Deadline.**

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

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

Appendix "A"

Overview of the Arrangement and Associated Transactions

On May 4, 2026, 1589040 B.C. Ltd. ("**Acquireco**"), Amarjit Singh Lalli (the "**Representative Member**"), in his capacity as the representative of the current members (the "**Members**") of Okanagan Growers Distribution Cooperative, formerly BC Tree Fruits Cooperative ("**OGDC**"), and the Receiver entered into a Plan of Arrangement (the "**Plan of Arrangement**"). The arrangement contemplated by the Plan of Arrangement (the "**Arrangement**") involves a series of transactions through which, among other things, Acquireco will acquire all of the issued and outstanding member shares of OGDC (the "**Shares**"), for a total cash purchase price of \$2,262,000.00 (the "**Cash Consideration**"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the accompanying Notice to Members.

The Arrangement has been conditionally approved by the Court pursuant to the Arrangement Approval and Member Voting Procedure Order, and remains subject to approval by the Members pursuant to the Member Voting Procedure.

The Cash Consideration will be paid to the Receiver, to be held in trust, and to be distributed to the Members, net of transaction costs, in accordance with the terms of the Plan of Arrangement. Acquireco and the Representative Member expect that each Member could receive approximately **\$13,000** for their Share, subject to deductions for the "Arrangement Costs" (as defined in the Order). Note that tax may be payable on the Cash Consideration ultimately distributed and paid to Members.

After the Arrangement is fully implemented:

1. Members will have no further interests in OGDC;
2. BC Tree Fruits Industries Limited ("**BCTFIL**"), will assume all rights, entitlements, and interests to the currently existing assets and obligations of OGDC, including those arising from any orders issued by the Court in the petitioners' receivership proceedings or proceedings under the *Companies' Creditors Arrangement Act* (Canada), **but** excluding, specifically, the tax returns and any other books and records of OGDC;
3. The Cash Consideration will be held by the Receiver, on behalf of BCTFIL, to be distributed to the Members in accordance with the terms of the Order and the Plan of Arrangement;
4. OGDC will cease to be a petitioner and will no longer be subject to the receivership proceedings. All prior court orders which created obligations or interests in respect of or affected OGDC, and which relate to any of the Transferred Assets or the Liabilities and Obligations (as they are defined in the Order or the Plan of Arrangement, as applicable) will apply to BCTFIL; and
5. OGDC and Acquireco will not have any obligations to any creditors or stakeholders of OGDC, as such obligations will have been transferred to and assumed by BCTFIL.

The Receiver has reviewed the Plan of Arrangement, and is of the view that the Arrangement provides for greater value to the Members than would otherwise be available. The Receiver recommends that Members approve the Arrangement. Please refer to the Receiver's Third Report for more information on the Receiver's analysis of the Arrangement.

Appendix "B"

Letter from Members' Representative Counsel

(See attached)

Osler, Hoskin & Harcourt LLP
Suite 3000, Bentall Four
1055 Dunsmuir Street
Vancouver, British Columbia, Canada V7X 1K8
778.785.3000 MAIN
778.785.2745 FACSIMILE

OSLER

Vancouver

May 4, 2026

Toronto

Mary Buttery, K.C.
Direct Dial: 604.692.2752
mbuttery@osler.com
Our Matter Number: 1277024

Montréal

Calgary

TO: All members of the Okanagan Growers Distribution Cooperative (“OGDC”), formerly known as BC Tree Fruits Cooperative (the “Members”)

Ottawa

RE: Proposed plan of arrangement transaction

New York

Dear Members

We are the court-appointed legal counsel to the Members. We write regarding the proposed plan of arrangement transaction (the “Transaction”) amongst 1589040 B.C. Ltd., as purchaser (the “Purchaser”), Alvarez & Marsal Canada Inc., as court-appointed receiver of OGDC (the “Receiver”), and Mr. Amarjit Singh Lalli, as court-appointed representative of the Members (the “Members Representative”). A copy of the plan of arrangement and associated court order are enclosed with this letter.

The Transaction contemplates the sale of all OGDC member shares to the Purchaser. The Transaction was the result of considerable negotiation amongst the Purchaser, the Receiver, and the Members Representative, with our advice and guidance as legal counsel to the Members. After review and consideration, we have determined the Transaction is in the best interest of the Members. The Transaction secures a significant sale price for the Members’ OGDC shares, which would otherwise hold little to no value in the receivership proceedings.

It is our recommendation that all Members support the Transaction. To support the Transaction, Members are not required to take any further steps. The Transaction will be deemed approved unless more than one-third of all Members file an “Objection Notice” by the deadline set out in the plan of arrangement.

Yours very truly,

Osler Hoskin & Harcourt LLP



Mary Buttery, K.C.
Partner

MB/cg

SCHEDULE "C"
PLAN OF ARRANGEMENT

(See attached)

PLAN OF ARRANGEMENT PROPOSED BY 1589040 B.C. LTD.

PURSUANT TO SECTIONS 288 AND 291 OF THE BCBCA

AND SECTIONS 183 AND 243(1)(C) OF THE BIA

DATED MAY 4, 2026

BETWEEN AND AMONG:

1589040 B.C. LTD.,
as purchaser,

AND:

AMARJIT SINGH LALLI,
in his capacity as representative of the members of Okanagan Growers Distribution Cooperative;

AND:

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

WHEREAS:

- A. On August 13, 2024, the Court granted an initial order under the CCAA which, among other things, appointed Alvarez & Marsal Canada Inc. as monitor of OGDC, Growers and BCTFIL (or their predecessors by name change) with certain enhanced powers (in such capacity, the “Monitor”).
- B. During the course of the CCAA proceedings, the Court granted a representation order which, among other things, appointed Amarjit Singh Lalli as Representative Member to represent the interests of all of the voting members of OGDC in those proceedings for all purposes, including, without limitation, the negotiation of any plan of compromise or arrangement involving OGDC and the Subsidiaries, or any them, and related matters.
- C. On May 16, 2025, the Court granted an approval and vesting order which, among other things, approved a transaction for the purchase by BC Tree Fruits Partnership (formerly

Manage Wildstone Partnership) (“**Wildstone**”) and the sale by the Monitor of substantially all of OGDC’s assets.

- D. On August 27, 2025, the Court granted a receivership order which, among other things, appointed Alvarez & Marsal Canada Inc. as receiver, without security, of all of the remaining assets, undertakings and properties of OGDC and the Subsidiaries.
- E. Wildstone, the Representative Member and the Receiver have been engaged in discussions regarding Wildstone’s proposed purchase of the Shares, and Wildstone has caused the incorporation of Acquireco for the purpose of acquiring the Shares.
- F. Acquireco, the Representative Member and the Receiver have agreed to effect a purchase and sale of the Shares by way of an arrangement, pursuant to the terms contemplated in this Plan, and subject to the Court’s and the Members’ approval of the same pursuant to the Arrangement Approval and Vesting Order.

ARTICLE 1 DEFINITIONS

1.1 Definitions

In this plan of arrangement, unless the context otherwise requires:

- (a) “**Acquireco**” means 1589040 B.C. Ltd.;
- (b) “**Arrangement**” means the arrangement under the provisions of sections 288 and 291 of the BCBCA and sections 183 and 243(1)(c) of the BIA on the terms and conditions set out in this Plan;
- (c) “**Arrangement Approval Order**” means an order of the Court approving the Arrangement, in substantially the form as attached as Schedule “A” hereto, with such changes as may be acceptable to the Parties, acting reasonably;
- (d) “**Arrangement Costs**” means, collectively, all costs incurred by (a) the receivership estate in relation to the Arrangement, whether incurred before or after the Effective Time, and (b) the Receiver’s fees and disbursements, as well as those

of its legal counsel, and those of the Representative Member's legal counsel, provided that such fees and disbursements relate exclusively to the Arrangement, including without limitation its negotiation and implementation;

- (e) "BCBCA" means the *Business Corporations Act*, S.B.C. 2002, c. 57;
- (f) "BCTFIL" means BC Tree Fruits Industries Limited;
- (g) "BIA" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended
- (h) "**Business Day**" means a day which is not a Saturday, Sunday or a statutory or civic holiday when banks in Vancouver, British Columbia are not generally open for business;
- (i) "**Cash Consideration**" shall have the meaning ascribed thereto in subsection 3.2(e);
- (j) "CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- (k) "Court" means the Supreme Court of British Columbia;
- (l) "**Effective Date**" means the date on which the Receiver delivers to Acquireco and the Representative Member a certificate certifying that at least two-thirds of the Members have been deemed to vote in favour of approving the Arrangement, in accordance with the terms of the Arrangement Approval Order;
- (m) "**Effective Time**" means the beginning of the Effective Date;
- (n) "Growers" means 0015755 B.C. Ltd., formerly Growers Supply Company Limited;
- (o) "**Liabilities and Obligations**" means all covenants, obligations, commitments and liabilities of every kind, character and description whatsoever, whether voluntary or involuntary, known or unknown, due or not due, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, determined or undetermined, absolute or

contingent, secured or unsecured, express or implied, joint or several, vested or unvested, whether incurred, assumed, created, amended or otherwise made or arising before the Effective Time of OGDC;

- (p) “**Member**” means anyone who owns a Share;
- (q) “**Monitor**” shall have the meaning ascribed thereto in Recital A;
- (r) “**Non-Resident Member**” means a Member who is not, at the Effective Time, a resident of Canada for purposes of the Tax Act;
- (s) “**Objection Notice**” means a notice of objection in respect of the Arrangement duly and validly given by a Member in the manner provided for in Article 5 hereof and the Arrangement Approval Order;
- (t) “**OGDC**” means Okanagan Growers Distribution Cooperative, formerly BC Tree Fruits Cooperative;
- (u) “**Parties**” means, collectively, Acquireco, the Representative Member, and the Receiver;
- (v) “**Plan**” means this plan of arrangement as may be amended in accordance with Article 7 hereof;
- (w) “**Receiver**” means Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver of all the assets, undertakings, and property of OGDC, BCTFIL, and Growers, and not in its personal or corporate capacity;
- (x) “**Receivership Proceedings**” means Supreme Court of British Columbia Action No. S-245481, Vancouver Registry;
- (y) “**Representative Member**” means Amarjit Singh Lalli in his capacity as the representative of the Members;
- (z) “**Section 116**” means section 116 of the Tax Act;

- (aa) “Shares” means all issued and outstanding shares in the capital of OGDC;
- (bb) “Subsidiaries” means BCTFIL and Growers; and
- (cc) “Tax Act” means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp);
- (dd) “Transferred Assets” has the meaning ascribed thereto in subsection 3.2(b); and
- (ee) “Wildstone” shall have the meaning ascribed thereto in Recital C.

1.2 Headings

The headings contained in this Plan are for reference purposes only and will not affect in any way the meaning or interpretation of this Plan.

1.3 Interpretation

Unless the contrary intention appears, references in this Plan to an article, section, paragraph, subparagraph or schedule by number or letter or both refer to the article, section, paragraph, subparagraph or schedule bearing that designation in this Plan.

1.4 Extended Meanings

In this Plan, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender will include all genders; “person” includes any individual, partnership, firm, trust, body corporate, government, governmental body, agency or instrumentality, unincorporated body of persons or association; and the term “including” means “including without limiting the generality of the foregoing”.

1.5 Date for Any Action

In the event that the date on which any action is required to be taken hereunder by any of the parties is not a Business Day in the place where the action is required to be taken, such action will be required to be taken on the next succeeding day which is a Business Day in such place.

1.6 Statutory References

References in this Plan to any statute or sections thereof will include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

1.7 Currency

Unless otherwise stated, all references in this Plan to sums of money are expressed in lawful money of Canada.

**ARTICLE 2
PURPOSE AND EFFECT OF PLAN**

2.1 Purpose and Effect of Plan

The purpose of this Plan is to permit Acquireco to purchase the Shares and thereafter amalgamate Acquireco and OGDC by carrying out the steps described below in the sequence described below.

**ARTICLE 3
ARRANGEMENT**

3.1 Binding Effect

This Plan will become effective at the Effective Time and on and after the Effective Time will be binding on each of Acquireco, OGDC, the Subsidiaries and the Members.

3.2 Arrangement

Subject to section 5.1(d) of this Plan and Court approval of the Arrangement and this Plan pursuant to the Arrangement Approval Order, and Article 5 hereof, at the Effective Time, each of the transactions and events set out below will occur and be deemed to occur in the sequence set out below, without further act or formality:

- (a) the issued and outstanding Class A Shares and Class B Shares of BCTFIL shall be consolidated on the basis of one (1) post-consolidated Class A Share for every 5.7528736 pre-consolidated Class A Shares and one (1) post-consolidated Class B Share for every 5.7528736 pre-consolidated Class B Shares, such that after the consolidation there will be 174 Class A Shares and 174 Class B Shares in the capital of BCTFIL issued and outstanding, and thereafter OGDC will transfer such shares to the Members equally such that each Member receives one Class A Share and one Class B Share;

- (b) all of OGDC's assets, properties, rights and interests of any kind or nature whatsoever (whether legal or beneficial, tangible or intangible, real or personal, corporeal or incorporeal, real or personal), wherever situated as at the Effective Time, including without limitation cash, accounts, contractual rights, causes of action, and any and all books and records therefor in the possession of the Receiver (the "**Transferred Assets**"), shall be transferred to and vest in BCTFIL, provided that such assets shall exclude tax returns and any other books and records;
- (c) in consideration of the Transferred Assets, the Liabilities and Obligations shall be assumed by, and vest absolutely and exclusively in, BCTFIL, and BCTFIL shall become exclusively liable for all Liabilities and Obligations, if any;
- (d) in consideration of Acquireco's purchase of the Shares as set out in subsection 3.2(e) below, Acquireco shall pay the sum of \$2,262,000.00 (the "**Cash Consideration**") to the Receiver to be held in trust by the Receiver for the benefit of the Members, the Receiver and its legal counsel, and the Representative Member's legal counsel, to be dealt with in accordance with section 6.1 hereof and the Arrangement Approval Order;
- (e) Acquireco shall purchase from the Members, and the Members shall sell to Acquireco, all of the Shares for a total consideration in the amount of the Cash Consideration, free and clear of and from any and all claims of ownership or interest thereto by any other person, and each Member shall be entitled to payment of the Cash Consideration on a *pro rata* basis, subject to the terms hereof; and
- (f) OGDC shall cease to be a petitioner in the Receivership Proceedings.

ARTICLE 4 OUTSTANDING SECURITIES

4.1 Outstanding Certificates

As at the Effective Time, the central securities registers of each of Acquireco, OGDC, Growers and BCTFIL shall be amended as appropriate to reflect the transactions provided for in section 3.2. From and after the Effective Time, certificates representing the shares of those corporations will

be cancelled or issued or, with respect to OGDC, delivered in accordance with those transactions. Any OGDC certificate that is not delivered as required within 30 days of the Effective Date shall be deemed to be lost and shall be cancelled and replaced with a new certificate for appropriate shares.

ARTICLE 5 MEMBER APPROVAL OF PLAN

5.1 Member Approval of Plan

All Members are deemed to vote in favour of the approval of the Arrangement and this Plan unless they object to such approval in accordance with the following process:

- (a) within two Business Days after the Arrangement Approval Order, the Receiver shall send a copy of the Arrangement Approval Order, this Plan, and such other forms as may be required by such order or this Plan, or as may be deemed necessary by the Receiver, to all Members that are known to the Receiver;
- (b) the materials contemplated in the foregoing sub-paragraph (a) shall include, without limitation, an Objection Notice, in substantially the form as attached to the Arrangement and Approval Order;
- (c) a Member who wishes to object to the approval of the Arrangement and this Plan must deliver an Objection Notice to the Receiver in the manner contemplated by the Arrangement and Approval Order by no later than May 22, 2026;
- (d) if, by May 22, 2026, more than one-third of the Members deliver Objection Notices to the Receiver, the Arrangement and this Plan shall be deemed terminated, and Parties hereto shall have no further obligations hereunder;
- (e) if section 5.1(d) does not apply, then this Plan shall be effective as of the Effective Time in respect of all Members, including those who delivered an Objection Notice.

**ARTICLE 6
PAYMENT AND DISTRIBUTION OF CASH CONSIDERATION**

6.1 Acquireco's Withholding

- (a) If any Member is a Non-Resident Member, then Acquireco shall withhold and remit 25% of that Member's share of the Cash Consideration to the Canada Revenue Agency unless, prior to the Effective Date, it has been provided with a clearance certificate to the contrary under Section 116.
- (b) If a Non-Resident Member has failed to declare to Acquireco that they have such status prior to the Effective Date, then they shall be personally liable to Acquireco for any tax, penalties and interest assessed to Acquireco and all other costs incurred by Acquireco as a result of such failure.

6.2 Receiver to Distribute Cash Consideration

- (a) The Receiver shall be responsible for the distribution of the Cash Consideration, including to Members, and all duties and obligations incidental thereto.
- (b) Subject to the terms hereof, each Member shall be entitled to their *pro rata* share of the Cash Consideration, net of the Arrangement Costs and subject to any withholdings as contemplated by section 6.1 hereof, based on the number of Shares such Member owned on the Effective Date.
- (c) From the Cash Consideration, the Receiver shall first pay the Arrangement Costs, and then, after reserving such amount as the Receiver estimates may be reasonably required to pay all future Arrangement Costs, shall distribute the balance of the Cash Consideration to the Members as contemplated herein.

**ARTICLE 7
AMENDMENTS**

7.1 Amendments

Acquireco, the Representative Member and the Receiver may agree, in writing, to amend, revise and/or supplement this Plan from time to time:

- (a) at any time prior to the delivery of the notices to be sent by the Receiver pursuant to this Plan and the Arrangement Approval Order, as they may together determine necessary or desirable without the need for any further order of the Court, provided that such amendments, revisions or supplements are (i) made in accordance with and in the manner contemplated in the Plan of Arrangement, and (ii) do not reduce the Cash Consideration payable thereunder;
- (b) following the delivery of the notices to be sent by the Receiver pursuant to this Plan and the Arrangement Approval Order, but prior to the Effective Date, provided that any such amendment, revision or supplement must be contained in a written document (i) in a form agreed to by the Parties, (ii) filed with and approved by the Court, and (iii) communicated to the Members in the manner required by the Court (if so required); and
- (c) Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan without any further act or formality, each Party shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by them to document or evidence any of the transactions or events set out herein.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 General

The Receiver and any director or officer of Acquireco is hereby authorized, on behalf of OGDC, the Subsidiaries and Acquireco, as applicable, to execute and deliver all documents and do all such other acts and things necessary or desirable to give effect to this Arrangement.

8.2 Arrangement Costs

If, at any time prior to the Effective Time, this Plan is revoked in accordance with section 8.3 of this Plan, Acquireco shall forthwith pay to the Receiver all Arrangement Costs incurred prior to such revocation.

8.3 Revocation by Acquireco

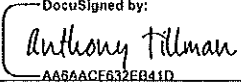
Acquireco is permitted to revoke this Plan and not proceed with the Arrangement, without further approval of any other Party or the Court, provided, however, that Acquireco shall be required to pay the Arrangement Costs as contemplated by section 8.2 of this Plan.

8.4 Conflicts

In the event of a conflict between the terms of this Plan and the terms of the Arrangement Approval Order, the Arrangement Approval Order shall govern.

IN WITNESS THEREOF the Parties have executed this Plan of Arrangement as of the date first written above.

ALVAREZ & MARSAL CANADA INC., in its **1589040 B.C. LTD.** capacity as the court-appointed receiver and manager of Okanagan Growers Distribution Cooperative, BC Tree Fruits Industries Limited, and 0015755 B.C. Ltd., and not in its personal or corporate capacity

| | |
|--|---|
| Per:  <small>AA5AACE632ER41D</small> | Per: _____ |
| Name: Anthony Tillman Title: Senior Vice President <i>(I have authority to bind the company.)</i> | Name: _____ Title: _____ <i>(I have authority to bind the company.)</i> |

AMARJIT SINGH LALLI

(In his capacity as representative of the members of Okanagan Growers Distribution Cooperative)

8.3 Revocation by Acquireco

Acquireco is permitted to revoke this Plan and not proceed with the Arrangement, without further approval of any other Party or the Court, provided, however, that Acquireco shall be required to pay the Arrangement Costs as contemplated by section 8.2 of this Plan.

8.4 Conflicts

In the event of a conflict between the terms of this Plan and the terms of the Arrangement Approval Order, the Arrangement Approval Order shall govern.

IN WITNESS THEREOF the Parties have executed this Plan of Arrangement as of the date first written above.

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

1589040 B.C. LTD.

Per: _____
Name:
Title:
(I have authority to bind the company.)

Signed by:
Mark Melissen
70185F60AA9A407
Per: _____
Name: *Mark Melissen*
Title: *Director*
(I have authority to bind the company.)

AMARJIT SINGH LALLI

(In his capacity as representative of the members of Okanagan Growers Distribution Cooperative)

8.3 Revocation by Acquireco

Acquireco is permitted to revoke this Plan and not proceed with the Arrangement, without further approval of any other Party or the Court, provided, however, that Acquireco shall be required to pay the Arrangement Costs as contemplated by section 8.2 of this Plan.

8.4 Conflicts

In the event of a conflict between the terms of this Plan and the terms of the Arrangement Approval Order, the Arrangement Approval Order shall govern.

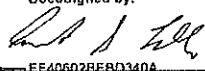
IN WITNESS THEREOF the Parties have executed this Plan of Arrangement as of the date first written above.

ALVAREZ & MARSAL CANADA INC., in its **1589040 B.C. LTD.** capacity as the court-appointed receiver and manager 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:
(I have authority to bind the company.)

Per: _____
Name:
Title:
(I have authority to bind the company.)

AMARJIT SINGH LALLI

DocuSigned by:


EE40602BEB03408

(In his capacity as representative of the members of Okanagan Growers Distribution Cooperative)

Schedule "A" to Plan of Arrangement dated May 4, 2026 - 1

SCHEDULE "A"
FORM OF ARRANGEMENT APPROVAL 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 OKANAGAN GROWERS DISTRIBUTION COOPERATIVE, BC
TREE FRUITS INDUSTRIES LIMITED and 0015755 B.C. LTD.

PETITIONERS

ORDER MADE AFTER APPLICATION
(ARRANGEMENT APPROVAL AND MEMBER VOTING PROCEDURE)

BEFORE THE HONOURABLE)
JUSTICE GROPPER) May 7, 2026
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)

ON THE APPLICATION OF Alvarez & Marsal Canada Inc. (“A&M”) 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 this day; AND ON HEARING Kibben Jackson, 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 Third Report of the Receiver dated May 4, 2026 (the “Third Report”); AND PURSUANT TO the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”); the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, the *Business Corporations Act*, S.B.C. 2002, c. 57 (the “BCA”), 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 (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 the draft Notice to Members, a copy of which is attached as Schedule “B” to this order, or in the Plan of Arrangement (as defined at paragraph 3 below), as applicable.
3. All references to “**Arrangement**” used herein mean the proposed arrangement under Division 5 of Part 9 of the *BCA* and the *BIA* to implement the purchase by 1589040 B.C. Ltd. (“**Acquireco**”) of all of the shares of the current members (the “**Members**”) of the Okanagan Growers Distribution Cooperative (“**OGDC**”), representing all of the issued and outstanding shares in the capital of OGDC (the “**Shares**”) by way of a plan of arrangement made between Acquireco, Amarjit Singh Lalli (the “**Representative Member**”), in his capacity as the representative of the Members, and the Receiver (the “**Plan of Arrangement**”), a copy of which is attached as Schedule “C” to this order.
4. All references to the singular in this order include the plural and the plural include the singular.
5. All references in this order 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.

APPROVAL OF ARRANGEMENT, VESTING, AND PERMITTED MODIFICATIONS*Conditional Approval of the Arrangement*

6. Subject to approval of the Arrangement by the Required Majority (as defined at paragraph 32 below) of the Members, as evidenced by the delivery of the Receiver’s Certificate of

Voting Results (as defined at paragraph 38 below), the Arrangement proposed by Acquireco and the Representative Member, on the terms set forth in the Plan of Arrangement, is hereby approved pursuant to section 291 of the *BCA* and the *BIA*. For greater certainty, all declarations, authorizations and approvals granted in this order with respect to the approval and implementation of the Arrangement shall be read and interpreted as being conditional upon the Arrangement having been approved by the Required Majority of the Members.

7. Acquireco, the Representative Member and the Receiver are authorized and directed to perform their respective obligations under the Plan of Arrangement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Arrangement.
8. Prior to the delivery of the Transaction Notice Package as contemplated at paragraph 27 below, Acquireco, the Representative Member and the Receiver are authorized to make such amendments, revisions or supplements to the Plan of Arrangement as they may together determine necessary or desirable without the need for any further order of this court, provided that such amendments, revisions or supplements are (a) made in accordance with and in the manner contemplated in the Plan of Arrangement, and (b) do not reduce the Cash Consideration payable thereunder.
9. The terms and conditions of the Plan of Arrangement, and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to the Members and all other affected persons.
10. This order shall constitute the only authorization required by the Receiver, Acquireco and the Representative Member to proceed with the Arrangement, and no other approval shall be required in connection herewith.
11. Any articles or records required by the *BCA* to be filed in respect of the Arrangement shall be filed on such date as Acquireco and the Representative Member shall agree, in accordance with the terms of the Arrangement.

12. The Plan of Arrangement will be effective at the Effective Time in accordance with its terms.

Vesting of Assets and Obligations and Effect of Arrangement

13. For greater certainty, the following shall occur and shall be deemed to have occurred at the Effective Time, all in accordance with the steps and in the sequence contemplated under section 3.2 of the Plan of Arrangement:

- (a) the issued and outstanding Class A Shares and Class B Shares of BCTFIL shall be consolidated on the basis of one (1) post-consolidated Class A Share for every 5.7528736 pre-consolidated Class A Shares and one (1) post-consolidated Class B Share for every 5.7528736 pre-consolidated Class B Shares, such that after the consolidation there will be 174 Class A Shares and 174 Class B Shares in the capital of BCTFIL issued and outstanding, and thereafter OGDC will transfer such shares to the Members equally such that each Member receives one Class A Share and one Class B Share;
- (b) all of OGDC's assets, properties, rights and interests of any kind or nature whatsoever (whether legal or beneficial, tangible or intangible, real or personal, corporeal or incorporeal), wherever situated as at the Effective Time, including without limitation cash, accounts, contractual rights, causes of action, and any and all books and records therefor in the possession of the Receiver (the "**Transferred Assets**"), shall be transferred to and vest in BCTFIL, provided that such assets shall exclude tax returns and any other books and records;
- (c) in consideration of the Transferred Assets, all covenants, obligations, commitments and liabilities of every kind, character and description whatsoever, whether voluntary or involuntary, known or unknown, due or not due, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, determined or undetermined, absolute or contingent, secured or unsecured, express or implied, joint or several, vested or unvested, whether incurred, assumed, created, amended or otherwise made or arising before the Effective Time of OGDC (the "**Liabilities and Obligations**"), if any, shall be assumed by, and vest absolutely and exclusively in,

BCTFIL, and BCTFIL shall become exclusively liable for all Liabilities and Obligations, if any;

- (d) Acquireco shall pay the sum of \$2,262,000.00 (the “Cash Consideration”) to the Receiver to be held in trust by the Receiver for the benefit of the Members and the Professional Service Firms (as defined at paragraph 15 below), subject to any amounts withheld by Acquireco pursuant to the Plan of Arrangement, and dealt with in accordance with the terms of the Plan of Arrangement and this order;
 - (e) all of the Members’ right, title and interest in and to the Shares shall be transferred to and vest absolutely in Acquireco, free and clear of and from any and all claims of ownership or interest thereto by any other person, and each Member shall be entitled to payment of the Cash Consideration on a *pro rata* basis, subject to the terms of the Plan of Arrangement and this order;
 - (f) OGDC shall cease to be a petitioner in these proceedings and OGDC shall be deemed to be released from the purview of the receivership order granted by this court on August 27, 2025 (the “Receivership Order”), any and all charges created thereunder, and all other orders of this court granted in these proceedings, save and except for this order, the provisions of which (as they relate to OGDC) shall continue to apply in all respects.
14. The Receiver may rely on written notice from Acquireco and the Representative Member regarding the satisfaction or waiver of conditions to closing under the Plan of Arrangement and shall have no liability with respect to such reliance.
15. Notwithstanding anything to the contrary in the Plan of Arrangement or this order, the Receiver shall be entitled to pay from the Cash Consideration: (a) all costs incurred by the receivership estate in relation to the Arrangement, whether incurred before or after the Effective Time; and (b) the Receiver’s fees and disbursements, as well as those of its legal counsel, Fasken Martineau DuMoulin LLP, and of counsel for the Representative Member, Osler, Hoskin & Harcourt LLP (collectively, the “Professional Service Firms”), provided such fees and disbursements related exclusively to the Arrangement (all such amounts are referred to collectively as the “Arrangement Costs”).

16. After payment of the Arrangement Costs and reserving for any estimated future Arrangement Costs, the Receiver is authorized and directed to make one or more distributions to the Members from the Cash Consideration as payment for the purchase of the Shares by Acquireco as contemplated by the Plan of Arrangement.
17. From and after the Effective Time:
- (a) all obligations and liabilities of OGDC which are transferred to and assumed by BCTFIL shall be otherwise unaffected and shall continue as obligations and liabilities of BCTFIL;
 - (b) all orders of this court made prior to the Effective Date which created or affected any rights, obligations, duties or restrictions on the part of OGDC and which relate to any of the Transferred Assets or any of the Liabilities and Obligations shall apply to BCTFIL, *mutatis mutandis*, as if the Transferred Assets and Liabilities and Obligations had not been transferred to or assumed by BCTFIL;
 - (c) all Liabilities and Obligations, if any, shall attach to the Transferred Assets in the same manner and with the same relative priority as they had immediately prior to the implementation of the Arrangement, as if the Transferred Assets and the Liabilities and Obligations had not been transferred to and assumed by BCTFIL; and
 - (d) for clarity, neither OGDC nor Acquireco shall have any obligation to any creditors of OGDC or any other stakeholder having an interest in OGDC immediately prior to the Effective Date.
18. Notwithstanding:
- (a) these proceedings;
 - (b) any application for a bankruptcy order in respect of OGDC, Growers or BCTFIL now or hereafter made pursuant to the *BIA* and any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made by or in respect of OGDC, Growers or BCTFIL,

the transfer to and vesting in Acquireco of the Members' interest in the Shares and the transfer to and assumption by BCTFIL of the Transferred Assets and the Liabilities and Obligations pursuant to the Plan of Arrangement and this order shall be binding on any trustee in bankruptcy that may be appointed in respect of OGDC, Growers or BCTFIL and shall not be void or voidable by creditors of any of OGDC, Growers or BCTFIL, nor shall such transactions constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *BIA* or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

19. The Receiver is hereby authorized, but not required, to bankrupt either or both of BCTFIL and Growers. Neither OGDC nor Acquireco shall be liable for any obligations of BCTFIL and Growers, whether in their capacities as direct or indirect shareholders of such companies or otherwise.
20. Nothing in this order, including the release of OGDC from the purview of these proceedings pursuant to paragraph 13(f) hereof shall affect, vary, derogate from, limit or amend, and A&M shall continue to have the benefit of, any and all rights and approvals and protections in favour of the A&M in its capacity as court-appointed monitor of the Petitioners (the "Monitor") and the Receiver at law or pursuant to the *Companies' Creditors Arrangement Act* (Canada), the *BIA*, this order, and other orders granted in these proceedings or otherwise, including all approvals, protections, and stays of proceedings in favour of A&M in its capacity as Monitor and Receiver, all of which are expressly continued and confirmed. The Receiver and its employees and representatives shall not incur any liability as a result of acting in accordance with this order, save and except for any gross negligence or wilful misconduct on the part of any such parties.
21. The Receiver shall not incur any liability under the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada), or any other similar federal, provincial, state or territorial tax legislation (collectively, the "Statutes") for facilitating the payments contemplated under the

Arrangement and in accordance with this order, and the Receiver shall not have any liability for any of OGDC's, Growers' or BCTFIL's tax liabilities under the Statutes in respect of such payments, regardless of how or when such liabilities may have arisen.

22. The Receiver 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 payment contemplated under the Arrangement or this order.

MEMBER VOTING PROCEDURE AND NOTICE OF TRANSACTION APPROVED

23. The process established in this Order by which votes of Members are cast, counted and recorded in order to determine whether the Members approve of the Arrangement (the "**Member Voting Procedure**"), including the Voting Deadline and the Required Majority (both as defined at paragraph 32 below), is hereby approved.

24. The Receiver, in addition to its prescribed rights, duties, responsibilities and obligations under the Receivership Order and any other order of the court in these proceedings, shall implement and administer the Member Voting Procedure and the Receiver is hereby directed and empowered to take such actions as the Receiver deems necessary to carry out its duties under this order.

25. 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 waive strict compliance with the requirements of this order, including in respect of the completion, execution and time of delivery of such forms.

26. Each of the:

(a) Notice to Members attached as Schedule "B" hereto; and

(b) Objection Notice attached as Schedule "D" hereto (the "**Objection Notice**")

is hereby approved in substantially the form 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.

27. As soon as practicable after the date of this order, and in any event within two (2) Business Days following the date of this order:
- (a) the Receiver shall post on the Receiver's Website copies of:
 - (i) this order;
 - (ii) the Notice to Members;
 - (iii) a letter to from the Members' representative counsel;
 - (iv) a blank Objection Notice; and
 - (v) the Plan of Arrangement;

(collectively, the "Transaction Notice Package"); and
 - (b) shall cause the Notice to Members to be published in *Castanet.net*.
28. Good and sufficient service on and delivery to the Members of the notices contemplated by this order, including notice of the Member Voting Procedure and the Voting Deadline, shall occur upon the delivery of the Transaction Notice Package to the Members and the Notice to Members being posted in accordance with paragraph 30 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, the Member Voting Procedure, or the Voting Deadline.
29. The accidental failure by the Receiver to transmit or deliver the Transaction Notice Package in accordance with this order or the non-receipt of such materials by any Member shall not invalidate the Member Voting Procedure or the Voting Deadline.
30. With respect to any Members that are known to the Receiver, the Receiver is hereby authorized and directed to deliver the Transaction Notice Package to such Members (a) by email to the last known email address of each Member as set out in the books and records of OGDC, or, (b) if no email address is available, by prepaid mail, regular mail, or courier to the last known address of each Member as set out in such books and records, as soon as

practicable following the date of this order, and in any event no later than two (2) Business Days thereafter.

31. To the extent that any person that does not receive a Transaction Notice Package seeks documents relating to the Member Voting Procedure, they shall, prior to the Voting Deadline, make such request to the Receiver and the Receiver shall cause a Transaction Notice 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 Voting Procedure as may be appropriate in the circumstances.
32. The Arrangement is approved on the condition that at least 66⅔% (sixty-six and two-thirds percent) of the Members vote in favour of the approval of the Arrangement (the "**Required Majority**").
33. Each Member shall be entitled to one (1) vote in respect of the approval of the Arrangement, and all votes shall be weighted equally for purposes of determining the Required Majority.
34. If a Member wishes to vote against the approval of the Arrangement, such Member must submit a completed Objection Notice to the Receiver in the manner set out in paragraph 35 below, so that the Objection Notice is received by the Receiver not later than May 22, 2026 (the "**Voting Deadline**").
35. Any Objection 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 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.

36. All Members are deemed to have cast a vote in favour of the approval of the Arrangement, including the sale of their Shares to Acquireco, unless they deliver a completed Objection Notice to the Receiver by the Voting Deadline. For clarity, any Member that wishes to vote in favour of the approval of the Arrangement need not take any action.
37. Any Objection Notice that is illegible, spoiled or defective shall be deemed to be voted in favour of approving the Arrangement.
38. The Receiver shall review all Objection Notices received by the Voting Deadline and shall tally the number of deemed affirmative votes and the number of valid negative votes to determine whether the Arrangement is approved by the Required Majority. As soon as practicable after the Members' votes have been tallied and the results therefrom determined, the Receiver shall deliver to Acquireco and the Representative Member a certificate substantially in the form as attached hereto as Schedule "E" certifying same (the "**Receiver's Certificate of Voting Results**").
39. The Receiver is hereby directed to file a copy of the Receiver's Certificate of Voting Results with the court forthwith following its delivery.

RELEASES

40. At the Effective Time, (a) the Monitor and Receiver and their legal counsel, and their respective present and former directors, officers, partners, employees and advisors, (b) Acquireco, and their representative directors, officers, employees, legal counsel, and advisors; and (c) the Representative Member and his legal counsel (collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind

whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part and in connection with the Arrangement (collectively, the “**Released Claims**”), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested or transferred to BCTFIL or to any other person, and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence, fraud or wilful misconduct.

41. No action lies against the Receiver, in its capacity as Receiver, by reason of this order or the performance of any act authorized by this order, except by leave of the court. Any persons related to the Receiver shall benefit from the protection arising under this paragraph.

GENERAL PROVISIONS

42. 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.
43. In the event of any discrepancy between this order and, (a) the forms comprising the Transaction Notice Package, or (b) the Plan of Arrangement, this order shall govern.
44. Service of this order shall be made on all persons who appeared on this Application, either by counsel or in person, and upon the Registrar of Companies appointed pursuant to section 400 of the *BCA*. The need for service of this order on any other person is hereby dispensed with.
45. THIS COURT REQUESTS the aid and recognition of other Canadian 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.

46. The Receiver and any interested person may, at any time prior to the filing of the Articles of Arrangement, 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.
47. 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"
FORM OF NOTICE TO MEMBERS

(See attached)

**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 May 7, 2026, the Supreme Court of British Columbia (the “Court”) issued an order (the “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”), conditionally approving a proposed arrangement (“Arrangement”) under Division 5 of Part 9 of the *Business Corporations Act*, S.B.C. 2002, c. 57 (the “BCA”) to, among other things, implement the purchase by 1589040 B.C. Ltd., of all the member shares in OGDC, representing all of the issued and outstanding shares in the capital of OGDC (the “Shares”). The Arrangement is described in greater detail in the attached Appendix “A”.

AND NOTICE IS FURTHER GIVEN that the Court’s conditional approval is subject to the approval of the Arrangement by not less than 66⅔% (two-thirds) of the current members of OGDC (the “Members”). Pursuant to the Order, the Court has directed Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver of the assets and undertakings of the Petitioners (the “Receiver”), to implement the process established by the Order by which votes of Members are cast, counted and recorded in order to determine whether the Members approve of the Arrangement (the “Member Voting Procedure”).

Under the Member Voting Procedure:

1. If a Member wishes to vote against approving the Arrangement, such Member must submit a completed Objection Notice (a copy of which is included with this Notice) to the Receiver by not later than 5:00 p.m. (Vancouver time) on May 22, 2026 (the “Voting Deadline”).
2. All Members that do not deliver a completed Objection Notice to the Receiver by the Voting Deadline are deemed to vote in favour of approving the Arrangement, and such Member need not take any other action.

Only current members of OGDC are entitled to vote on the Arrangement. Each Member is entitled to one (1) vote.

The Objection Notice must be delivered 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 May 22, 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

Transaction Notice Packages (as defined in the Order), including the Objection Notice, will be sent to all Members according to the records of OGDC. You may also obtain a Transaction Notice Package from the Receiver's Website at: <https://www.alvarezandmarsal.com/bctreefruits>, or by contacting the Receiver at bctreefruits@alvarezandmarsal.com.

Only Objection Notices actually received by the Receiver on or before 5:00 p.m. Vancouver time on May 22, 2026 will be considered submitted by the Voting Deadline. If you wish to vote against the Arrangement, it is your responsibility to ensure that the Receiver receives your Objection Notices by the Voting Deadline.

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

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

Appendix "A"

Overview of the Arrangement and Associated Transactions

On May 4, 2026, 1589040 B.C. Ltd. ("Acquireco"), Amarjit Singh Lalli (the "Representative Member"), in his capacity as the representative of the current members (the "Members") of Okanagan Growers Distribution Cooperative, formerly BC Tree Fruits Cooperative ("OGDC"), and the Receiver entered into a Plan of Arrangement (the "Plan of Arrangement"). The arrangement contemplated by the Plan of Arrangement (the "Arrangement") involves a series of transactions through which, among other things, Acquireco will acquire all of the issued and outstanding member shares of OGDC (the "Shares"), for a total cash purchase price of \$2,262,000.00 (the "Cash Consideration"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the accompanying Notice to Members.

The Arrangement has been conditionally approved by the Court pursuant to the Arrangement Approval and Member Voting Procedure Order, and remains subject to approval by the Members pursuant to the Member Voting Procedure.

The Cash Consideration will be paid to the Receiver, to be held in trust, and to be distributed to the Members, net of transaction costs, in accordance with the terms of the Plan of Arrangement. Acquireco and the Representative Member expect that each Member could receive approximately \$13,000 for their Share, subject to deductions for the "Arrangement Costs" (as defined in the Order). Note that tax may be payable on the Cash Consideration ultimately distributed and paid to Members.

After the Arrangement is fully implemented:

1. Members will have no further interests in OGDC;
2. BC Tree Fruits Industries Limited ("BCTFIL"), will assume all rights, entitlements, and interests to the currently existing assets and obligations of OGDC, including those arising from any orders issued by the Court in the petitioners' receivership proceedings or proceedings under the *Companies' Creditors Arrangement Act* (Canada), but excluding, specifically, the tax returns and any other books and records of OGDC;
3. The Cash Consideration will be held by the Receiver, on behalf of BCTFIL, to be distributed to the Members in accordance with the terms of the Order and the Plan of Arrangement;
4. OGDC will cease to be a petitioner and will no longer be subject to the receivership proceedings. All prior court orders which created obligations or interests in respect of or affected OGDC, and which relate to any of the Transferred Assets or the Liabilities and Obligations (as they are defined in the Order or the Plan of Arrangement, as applicable) will apply to BCTFIL; and
5. OGDC and Acquireco will not have any obligations to any creditors or stakeholders of OGDC, as such obligations will have been transferred to and assumed by BCTFIL.

The Receiver has reviewed the Plan of Arrangement, and is of the view that the Arrangement provides for greater value to the Members than would otherwise be available. The Receiver recommends that Members approve the Arrangement. Please refer to the Receiver's Third Report for more information on the Receiver's analysis of the Arrangement.

Appendix "B"

Letter from Members' Representative Counsel

(See attached)

Osler, Hoskin & Harcourt LLP
Suite 3000, Bentall Four
1055 Dunsmuir Street
Vancouver, British Columbia, Canada V7X 1K8
778.785.3000 MAIN
778.785.2745 FACSIMILE

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OSLER

Vancouver

May 4, 2026

Toronto

Mary Buttery, K.C.
Direct Dial: 604.692.2752
mbuttery@osler.com
Our Matter Number: 1277024

Montréal

Calgary

TO: All members of the Okanagan Growers Distribution Cooperative (“OGDC”), formerly known as BC Tree Fruits Cooperative (the “Members”)

Ottawa

RE: Proposed plan of arrangement transaction

New York

Dear Members

We are the court-appointed legal counsel to the Members. We write regarding the proposed plan of arrangement transaction (the “Transaction”) amongst 1589040 B.C. Ltd., as purchaser (the “Purchaser”), Alvarez & Marsal Canada Inc., as court-appointed receiver of OGDC (the “Receiver”), and Mr. Amarjit Singh Lalli, as court-appointed representative of the Members (the “Members Representative”). A copy of the plan of arrangement and associated court order are enclosed with this letter.

The Transaction contemplates the sale of all OGDC member shares to the Purchaser. The Transaction was the result of considerable negotiation amongst the Purchaser, the Receiver, and the Members Representative, with our advice and guidance as legal counsel to the Members. After review and consideration, we have determined the Transaction is in the best interest of the Members. The Transaction secures a significant sale price for the Members’ OGDC shares, which would otherwise hold little to no value in the receivership proceedings.

It is our recommendation that all Members support the Transaction. To support the Transaction, Members are not required to take any further steps. The Transaction will be deemed approved unless more than one-third of all Members file an “Objection Notice” by the deadline set out in the plan of arrangement.

Yours very truly,

Osler Hoskin & Harcourt LLP



Mary Buttery, K.C.
Partner

MB/cg

SCHEDULE "C"
PLAN OF ARRANGEMENT

(See attached)

SCHEDULE "D"
FORM OF OBJECTION NOTICE

(See attached)

**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 Notice to Members carefully prior to completing this Objection Notice. All capitalized terms not otherwise defined in this document have the same meanings as are found in the Arrangement Approval and Member Voting Procedure Order granted May 7, 2026 (the "Order"). Please also review the Order, a copy of which is enclosed with the Notice to Members and is also available at: <https://www.alvarezandmarsal.com/bctreefruits>.

You only need to complete this Objection Notice if you wish to vote **AGAINST** the Arrangement.

Pursuant to the Order, _____ (the "Member"), bearing Member Number _____ hereby casts the following vote:

AGAINST the Arrangement

(please check box to confirm your negative vote)

This Objection Notice must be delivered 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 May 22, 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

| |
|--|
| <p>IF YOU DO NOT DELIVER A COMPLETED OBJECTION NOTICE BY THE TIME SPECIFIED, OR IF YOUR OBJECTION NOTICE IS ILLEGIBLE, INCOMPLETE OR SPOILED, YOU WILL BE DEEMED TO HAVE VOTED <u>IN FAVOUR</u> OF THE ARRANGEMENT.</p> |
|--|

DATED at _____ this ____ day of _____, 2026.

WITNESS

(MEMBER NAME)

Per: _____
Name:

Per: _____
Name:
Title:

SCHEDULE "E"
FORM OF RECEIVER'S CERTIFICATE

(See attached)

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 OKANAGAN GROWERS DISTRIBUTION COOPERATIVE, BC
TREE FRUIT'S INDUSTRIES LIMITED and 0015755 B.C. LTD.

PETITIONERS

RECEIVER'S CERTIFICATE

RECITALS

- A. Pursuant to an Order for Arrangement Approval and Member Voting Procedure made on May 7, 2026 (the "**Order**"), the Supreme Court of British Columbia conditionally approved the proposed arrangement under Division 5 of Part 9 of the *Business Corporations Act*, S.B.C. 2002, c. 57 to implement the purchase by 1589040 B.C. Ltd. of all the member shares in the Okanagan Growers Distribution Cooperative ("**OGDC**"), representing all of the issued and outstanding shares in the capital of OGDC, pursuant to a Plan of Arrangement between Acquireco, Amarjit Singh Lalli, in his capacity as the representative of the current members of OGDC (the "**Members**"), and the Receiver (the "**Plan of Arrangement**").
- B. The approval of the Plan of Arrangement is subject to the approval of same by the Members in accordance with the Member Voting Procedure established by the Order.
- C. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Order.

THE RECEIVER HEREBY CERTIFIES as follows:

1. The Receiver has implemented and completed the Member Voting Procedure as contemplated by the Order.
2. The Receiver has tallied the votes of Members, and reports that the results are as follows:
 - (a) [●] Members have voted in favour of approving the Arrangement; and
 - (b) [●] Members have voted against approving the Arrangement, representing the approval of the Arrangement by [●]% of the 174 Members.
3. The Arrangement [has/has not] been approved by the Required Majority.

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

ALVAREZ & MARSAL CANADA INC.,
solely in its capacity as Court-appointed receiver
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 not in its personal or corporate capacity

Per: _____
Name:
Title:

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

PETITIONERS

ORDER MADE AFTER APPLICATION
(ARRANGEMENT APPROVAL AND MEMBER VOTING PROCEDURE)

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 "D"
FORM OF OBJECTION NOTICE

(See attached)

**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 Notice to Members carefully prior to completing this Objection Notice. All capitalized terms not otherwise defined in this document have the same meanings as are found in the Arrangement Approval and Member Voting Procedure Order granted May 7, 2026 (the "Order"). Please also review the Order, a copy of which is enclosed with the Notice to Members and is also available at: <https://www.alvarezandmarsal.com/bctreefruits>.

You only need to complete this Objection Notice if you wish to vote **AGAINST** the Arrangement.

Pursuant to the Order, _____ (the "Member"), bearing Member Number _____ hereby casts the following vote:

AGAINST the Arrangement

(please check box to confirm your negative vote)

This Objection Notice must be delivered 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 May 22, 2026** at:

Alvarez & Marsal Canada Inc.
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Attention: Anthony Tillman and Pinky Law
Email: bctreefruits@alvarezandmarsal.com

IF YOU DO NOT DELIVER A COMPLETED OBJECTION NOTICE BY THE TIME SPECIFIED, OR IF YOUR OBJECTION NOTICE IS ILLEGIBLE, INCOMPLETE OR SPOILED, YOU WILL BE DEEMED TO HAVE VOTED IN FAVOUR OF THE ARRANGEMENT.

DATED at _____ this ____ day of _____, 2026.

WITNESS

(MEMBER NAME)

Per: _____
Name:

Per: _____
Name:
Title:

SCHEDULE "E"

FORM OF RECEIVER'S CERTIFICATE

(See attached)

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

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

PETITIONERS

RECEIVER'S CERTIFICATE

RECITALS

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- B. The approval of the Plan of Arrangement is subject to the approval of same by the Members in accordance with the Member Voting Procedure established by the Order.
- C. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Order.

THE RECEIVER HEREBY CERTIFIES as follows:

1. The Receiver has implemented and completed the Member Voting Procedure as contemplated by the Order.
2. The Receiver has tallied the votes of Members, and reports that the results are as follows:
 - (a) Members have voted in favour of approving the Arrangement; and
 - (b) Members have voted against approving the Arrangement, representing the approval of the Arrangement by % of the 174 Members.
3. The Arrangement [**has/has not**] been approved by the Required Majority.

DATED this day of May, 2026 at Vancouver, British Columbia

ALVAREZ & MARSAL CANADA INC.,
solely in its capacity as Court-appointed receiver
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 not in its personal or corporate capacity

Per: _____
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No. S- 245481
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IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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IN THE MATTER OF THE *COOPERATIVE ASSOCIATION ACT*, S.B.C. 1999,
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AND

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

PETITIONERS

ORDER MADE AFTER APPLICATION

(ARRANGEMENT APPROVAL AND MEMBER VOTING PROCEDURE)

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