



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)**

BEFORE THE HONOURABLE  
JUSTICE GROPPER

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May 13, 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 and Tiffany Bennett, 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 Affidavit #5 of Jordan Beaulieu made May 6, 2025; 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; and
  - (g) OGDC and Acquireco shall amalgamate under section 295 of the *BCA* and continue as an amalgamated company governed by the *BCA* under the name “BC Tree Fruits Ltd.”, and on the amalgamation the amalgamated company shall have, as its notice of articles and articles, the notice of articles and articles of Acquireco and capital of Acquireco as immediately prior to the Effective Time, the Shares of OGDC owned by Acquireco shall be cancelled and the amalgamated company shall refrain from issuing any securities in connection with the amalgamation.
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 *BLA* 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 *BLA* 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  $66\frac{2}{3}\%$  (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 25, 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](mailto: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

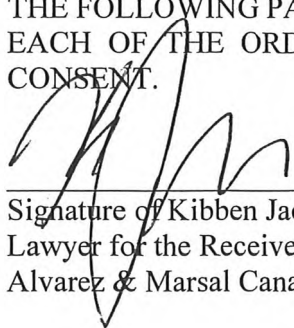
40. At the Effective Time, (a) the Monitor and Receiver and their legal counsel, and their respective present and former directors, officers, partners, employees and advisors, (b) Acquireco, and their representative directors, officers, employees, legal counsel, and advisors; and (c) the Representative 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

  
CHECKED

**SCHEDULE "A"**

**COUNSEL APPEARING**

| <b>Name of Party</b>                      | <b>Counsel Name</b> |
|-------------------------------------------|---------------------|
| Okanagan Growers Distribution Cooperative | Christian Garton    |
| 1589040 B.C. Ltd.                         | John Sandrelli      |
|                                           |                     |
|                                           |                     |
|                                           |                     |

**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 13, 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 25, 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 25, 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](mailto: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](mailto:bctreefruits@alvarezandmarsal.com).

Only Objection Notices **actually received** by the Receiver on or before **5:00 p.m. Vancouver time on May 25, 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](mailto:bctreefruits@alvarezandmarsal.com).

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

## *Appendix "A"*

### *Overview of the Arrangement and Associated Transactions*

On May 6, 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](mailto: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

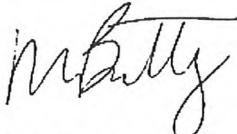
We are the court-appointed legal counsel to the Members. We write regarding the proposed plan of arrangement transaction (the “**Transaction**”) amongst 1589040 B.C. Ltd., as purchaser (the “**Purchaser**”), Alvarez & Marsal Canada Inc., as court-appointed receiver of OGDC (the “**Receiver**”), and Mr. 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 6, 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 (5<sup>th</sup> 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;
- (f) OGDC shall cease to be a petitioner in the Receivership Proceedings; and
- (g) OGDC and Acquireco will amalgamate under section 295 of the BCBCA and continue as an amalgamated company governed by the BCBCA under the name "BC Tree Fruits Ltd.", and on the amalgamation the amalgamated company will have, as its notice of articles and articles, the notice of articles and articles of Acquireco and capital of Acquireco as immediately prior to the Effective Time, the Shares of OGDC owned by Acquireco will be cancelled and the amalgamated

company will refrain from issuing any securities in connection with the amalgamation.

## **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 25, 2026;

- (d) if, by May 25, 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.

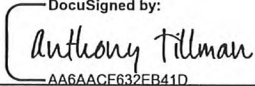
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#### 8.4 Conflicts

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

|                                                                                                                                                                                                                                       |                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <p>Per:  AA6AACE632FB41D</p> <p>Name: Anthony Tillman</p> <p>Title: Senior Vice President</p> <p><i>(I have authority to bind the company.)</i></p> | <p>Per: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><i>(I have authority to bind the company.)</i></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|

**AMARJIT SINGH LALLI**

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

8.4 Conflicts

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**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.)

Signed by:  
  
70D95F66AA9A402...  
Per: \_\_\_\_\_  
Name: Mark Melissen  
Title: CEO  
(I have authority to bind the company.)

**AMARJIT SINGH LALLI**

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

#### 8.4 Conflicts

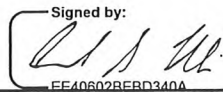
In the event of a conflict between the terms of this Plan and the terms of the Arrangement Approval Order, the Arrangement Approval Order shall govern.

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**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: _____                                     | Per: _____                                     |
| Name: _____                                    | Name: _____                                    |
| Title: _____                                   | Title: _____                                   |
| <i>(I have authority to bind the company.)</i> | <i>(I have authority to bind the company.)</i> |

**AMARJIT SINGH LALLI**

Signed by:  
  
EE40602BEBD340A

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

**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 13, 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 and Tiffany Bennett, 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 Affidavit #5 of Jordan Beaulieu made May 6, 2025; 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; and
  - (g) OGDC and Acquireco shall amalgamate under section 295 of the *BCA* and continue as an amalgamated company governed by the *BCA* under the name “BC Tree Fruits Ltd.”, and on the amalgamation the amalgamated company shall have, as its notice of articles and articles, the notice of articles and articles of Acquireco and capital of Acquireco as immediately prior to the Effective Time, the Shares of OGDC owned by Acquireco shall be cancelled and the amalgamated company shall refrain from issuing any securities in connection with the amalgamation.
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 25, 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](mailto: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**

| <b>Name of Party</b>                      | <b>Counsel Name</b> |
|-------------------------------------------|---------------------|
| Okanagan Growers Distribution Cooperative | Christian Garton    |
| 1589040 B.C. Ltd.                         | John Sandrelli      |
|                                           |                     |
|                                           |                     |
|                                           |                     |

**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 13, 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 25, 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 25, 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](mailto: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](mailto:bctreefruits@alvarezandmarsal.com).

Only Objection Notices **actually received** by the Receiver on or before **5:00 p.m. Vancouver time on May 25, 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](mailto:bctreefruits@alvarezandmarsal.com).

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

## *Appendix "A"*

### *Overview of the Arrangement and Associated Transactions*

On May 6, 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](mailto: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

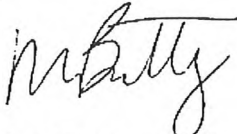
We are the court-appointed legal counsel to the Members. We write regarding the proposed plan of arrangement transaction (the “**Transaction**”) amongst 1589040 B.C. Ltd., as purchaser (the “**Purchaser**”), Alvarez & Marsal Canada Inc., as court-appointed receiver of OGDC (the “**Receiver**”), and Mr. 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 13, 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 25, 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](mailto:bctreefruits@alvarezandmarsal.com)

|                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>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.</b></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 FRUITS 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 13, 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:

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,  
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AND

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

PETITIONERS

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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  
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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 13, 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 25, 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](mailto:bctreefruits@alvarezandmarsal.com)

|                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>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.</b></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

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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

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Fruits Industries Limited, and 0015755 B.C. Ltd.  
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and not in its personal or corporate capacity

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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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Matter No: 285937.00020