



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
(MEMBER DISTRIBUTION DETERMINATION PROCEDURE)

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

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

THIS COURT ORDERS AND DECLARES THAT:

SERVICE OF APPLICATION, DEFINITIONS AND TIME

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

SURPLUS DETERMINATION PROCEDURE APPROVED

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

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

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

NOTICE OF SURPLUS DETERMINATION PROCEDURE

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

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

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

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

DELIVERY ASSESSMENT NOTICE AND MEMBER DECLARATION

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

DISPUTE PROCEDURE

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

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

21. If a Person who is (a) sent a Notice of Adjustment pursuant to paragraph 18 of this Order and (b) fails to deliver a Dispute Notice and an Adjudication Application within the time limits set out at paragraph 20, then, subject only to further order of this Court, the Delivery Amount as set forth in the Notice of Adjustment shall be deemed accepted and the Person will:
- (a) if the entire Delivery Amount is disallowed:
 - (i) not be permitted to participate in any distribution on account of such Person being a Member;
 - (ii) not be entitled to receive any further notice in respect of the Member Distribution Determination Procedure; and
 - (iii) be forever barred and enjoined from asserting or enforcing any claim against the Receiver, the Petitioners or the receivership estate for any entitlement to any distribution as a result of such Person being a Member, and all such claims shall be forever barred and extinguished; and
 - (b) where the Delivery Amount has been revised by the Receiver:
 - (i) have a Proven Delivery Amount in accordance with the Notice of Adjustment;
 - (ii) only be entitled to receive any distribution in an monetary amount proportionate to the revised Delivery Amount, subject to further notice from the Receiver and any claims for set-off which may be asserted in respect of the Receiver, the Petitioners and the receivership estate as set out at paragraph 25 of this Order; and
 - (iii) be forever barred and enjoined from asserting a Delivery Amount greater than as revised by the Receiver.

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

SET-OFF

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

SERVICE

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

Alvarez & Marsal Canada Inc.

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

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

Attention: Anthony Tillman and Pinky Law

Email: bctreefruits@alvarezandmarsal.com

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

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

GENERAL PROVISIONS

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

34. Endorsement of this Order by counsel appearing on this application, other than counsel for the Receiver, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Kibben Jackson / Tiffany Bennett,
Lawyer for the Receiver,
Alvarez & Marsal Canada Inc.



BY THE COURT



REGISTRAR



SCHEDULE "A"

COUNSEL APPEARING

Name of Party	Counsel Name
BC Tree Fruits Members	Christian Garton
BC Tree Fruits Former Members	Peter J. Reardon
UFCW Local 247	Raashi Ahluwalia
Farming Karma Fruit Company	Joseph Moise

SCHEDULE “B”

DEFINITIONS

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

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

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

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

SCHEDULE “C”

INSTRUCTION LETTER

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

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

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

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

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

Overview of the Member Distribution Determination Procedure

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

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

125. Distribution of surplus in final year of operations

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

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

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

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

A. Delivery Assessment Notice

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

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

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

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

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

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

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

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

B. No Delivery Assessment Notice

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

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

C. Member Declaration

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

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

Alvarez & Marsal Canada Inc.

Court-Appointed Receiver of Okanagan Growers Distribution Cooperative, BC

Tree Fruits Industries Limited and 0015755 B.C. Ltd.

925 West Georgia Street, Suite 902

Vancouver, British Columbia V6C 3L2

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

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

D. Notice of Adjustment

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

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

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

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

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

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

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

Per: _____
Name:
Title:

SCHEDULE “D”

DELIVERY ASSESSMENT NOTICE

[Receiver’s Letterhead]

TO: [Insert contact information for Member]

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

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

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

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

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

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

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

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

The Receiver’s Assessment of Your Tree Fruit Deliveries

The records of OGDC indicate that:

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

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

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

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

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

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

Alvarez & Marsal Canada Inc.

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

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

Attention: Anthony Tillman and Pinky Law

Email: bctreefruits@alvarezandmarsal.com

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

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

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

Per: _____
Name:
Title:

SCHEDULE "E"

FORM OF MEMBER DECLARATION

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

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

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

You only need to complete this Member Declaration if:

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

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

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

Full Legal Name of Member: _____

Full Mailing Address: _____

Contact Person Name and Position: _____

Contact Person Telephone Number: _____

Contact Person Email address: _____

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

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

1. I am the Member
or

I am _____ of the Member.
(if an officer or employee of the company, state position or title)

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

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

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

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

(Additional information/comments from the Member)

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

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

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

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

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

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

DATED at _____ this ____ day of _____, 2026.

WITNESS

(MEMBER NAME)

Per: _____
Name:

Per: _____
Name:
Title:

SCHEDULE “F”

NOTICE OF ADJUSTMENT

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

[Receiver’s Letterhead]

TO: [Insert contact information for claimant]

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

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

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

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

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

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

Reasons for the Revision or Disallowance:

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

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

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

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

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

and

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

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

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

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

Per: _____
Name:
Title:

SCHEDULE “G”

DISPUTE NOTICE

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

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

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

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

CASE REFERENCE NUMBER: _____

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

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

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

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

(Insert the particulars of your Delivery Amount as per the Notice of Adjustment and the particulars of your Delivery Amount as asserted by you.)

Reasons for Dispute:

(Provide full particulars of why you dispute the Receiver's revision or disallowance of your Delivery Amount as set out in the Notice of Adjustment, and provide all supporting documentation. Relevant information may include membership information, particulars of the type of tree fruits, amounts delivered, description and date of deliveries, etc. The particulars provided must support the amounts of tree fruit deliveries as claimed by you above.)

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

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

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

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

Alvarez & Marsal Canada Inc.

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

Attention: Anthony Tillman and Pinky Law

Email: bctreefruits@alvarezandmarsal.com

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

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

DATED at _____ this ____ day of _____, 2026.

WITNESS

(CLAIMANT NAME)

Per: _____
Name:

Per: _____
Name:
Title:

SCHEDULE “H”

NOTICE TO MEMBERS

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

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

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

Alvarez & Marsal Canada Inc.

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

Attention: Anthony Tillman and Pinky Law

Email: bctreefruits@alvarezandmarsal.com

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

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

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

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

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

No. S-245481
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c C-36, AS AMENDED

AND

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

AND

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

PETITIONERS

ORDER MADE AFTER APPLICATION

(MEMBER DISTRIBUTION DETERMINATION PROCEDURE)

FASKEN MARTINEAU DuMOULIN LLP

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

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