

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

MAR 05 2025

ENTERED



SUPREME COURT
OF BRITISH COLUMBIA

SEAL
VANCOUVER
REGISTRY



No. S245481
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

IN THE MATTER OF BC TREE FRUITS COOPERATIVE, BC TREE FRUITS INDUSTRIES
LIMITED and GROWERS SUPPLY COMPANY LIMITED

PETITIONERS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE

JUSTICE GROPPER

)
)
)

March 4, 2025

ON THE APPLICATION OF Alvarez & Marsal Canada Inc. in its capacity as monitor of the Petitioners (in such capacity, the "**Monitor**") coming on for hearing at Vancouver, British Columbia, on the 27th day of February, 2025; AND ON HEARING Kibben Jackson and Heidi Esslinger, counsel for the Monitor, and those other counsel listed on **Schedule "A"** hereto, and no one else appearing although duly served, AND UPON READING the material filed, including the Tenth Report of the Monitor to the Court dated February 24, 2025 (the "**Report**"); AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCA**"), the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of this notice of application and supporting materials is hereby abridged such that the notice of application is properly returnable today.

SALE APPROVAL

2. The sale transaction (the “**Transaction**”) contemplated by the Offer to Purchase and Agreement of Purchase and Sale dated February 11, 2025 between BC Tree Fruits Cooperative (“**BCTFC**”) and Novem Pharmaceuticals Inc., as assigned to Ocorp Holdings Ltd. (the “**Purchaser**”) by the Assignment and Assumption Agreement dated February 21, 2025 (together, the “**Sale Agreement**”), copies of which agreements are attached as Appendices “B” and “C” to the Report, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Monitor on behalf of BCTFC is hereby authorized and approved, and BCTFC and the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the Purchased Assets (as such term is defined in the Sale Agreement).
3. Upon: (i) receipt by the Monitor of the full amount of the Purchase Price (as such term is defined in the Sale Agreement); and (ii) delivery by the Monitor to the Purchaser of a certificate substantially in the form attached as Schedule “B” hereto (the “**Monitor’s Certificate**”), all of BCTFC’s right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by any order of this court in the within proceeding; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims enumerated in Schedule “C” hereto (all of which are collectively referred to as the “Encumbrances”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “D” hereto), and, for greater certainty, this court orders that all of the Encumbrances are hereby expunged and discharged as against the Purchased Assets.
4. Upon presentation for registration in the Land Title Office for the Land Title District of Kamloops of a certified copy of this order, together with a letter from Fasken Martineau DuMoulin LLP, solicitors for the Monitor, authorizing registration of this order, the British Columbia Registrar of Land Titles is hereby directed to:
 - a) enter the Purchaser as the owner of the Lands identified in Schedule “A” to the Sale Agreement, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this court declares that it has been proved to the satisfaction of the court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

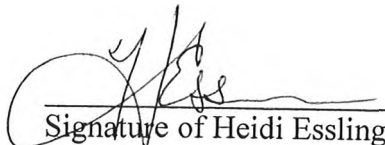
- b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in Schedule "D" hereto.
5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
 6. The Monitor is to file with the court a copy of the Monitor's Certificate forthwith after delivery thereof.
 7. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Monitor and BCTFC are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in BCTFC's records pertaining to the BCTFC's past and current employees that are to be retained or hired by the Purchaser. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Petitioners.
 8. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Monitor to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "D" hereto.
 9. Notwithstanding:
 - a) this CCAA proceeding or the termination thereof;
 - b) any applications for a bankruptcy order in respect of any or all of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA") and any bankruptcy order issued pursuant to any such applications; and
 - c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,the vesting of the Purchased Assets in the Purchaser and/or any permitted assignees under the Sale Agreement pursuant to this order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it 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 it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this order and to assist the Monitor and its agents in carrying out the terms of this order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners, the Purchaser and the Monitor, as an officer of this court, as may be necessary or desirable to give effect to this order or to assist the Petitioners, the Purchaser and the Monitor and its agents in carrying out the terms of this order.

11. The Monitor or any other party has liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this order.

12. Endorsement of this Order by counsel appearing on this application other than counsel for the Monitor 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:

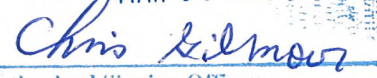


Signature of Heidi Esslinger
Lawyer for the Monitor, Alvarez & Marsal
Canada Inc.


BY THE COURT

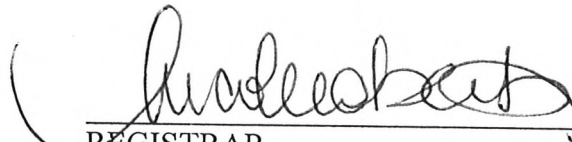
Certified a true copy according to
the records of the Supreme Court
at Vancouver, B.C.

DATED: MAR 05 2025



Authorized Signing Officer

CHRIS GILMOUR
Deputy District Registrar



REGISTRAR



Schedule "A"

LIST OF COUNSEL

Counsel Name/Litigant	Party Represented
Mary BATTERY and Lucas Hodgson	The voting members of BC Tree Fruits Cooperative
Howard Gorman and Nathan Jones	The Petitioners
Bryan Gibbons	Novem Pharmaceuticals Inc. and Ocorp Holdings Inc.
Raashi Ahluwalia	UFCW Local 247

Schedule "B"

FORM OF MONITOR'S CERTIFICATE

No. S245481
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

IN THE MATTER OF BC TREE FRUITS COOPERATIVE, BC TREE FRUITS INDUSTRIES
LIMITED and GROWERS SUPPLY COMPANY LIMITED

PETITIONERS

MONITOR'S CERTIFICATE

1. Capitalized terms used but not otherwise defined in this Monitor's Certificate shall have the meanings given to them in the order of the Supreme Court of British Columbia (the "**Court**") pronounced on March 4, 2025 (the "**Approval and Vesting Order**") and the Offer to Purchase and Agreement of Purchase and Sale dated February 11, 2025 between BC Tree Fruits Cooperative ("**BCTFC**") and Novem Pharmaceuticals Inc., as assigned to Ocorp Holdings Ltd. (the "**Purchaser**") by the Assignment and Assumption Agreement dated February 21, 2024 (together, the "**Sale Agreement**").
2. Pursuant to an order made on August 13, 2024, as amended and restated on August 26, 2024, the court granted the Petitioners protection from their creditors and appointed the Monitor as monitor of the Petitioners, all under the provisions of the CCAA.
3. Pursuant to the Approval and Vesting Order, the court ordered that all of the right, title and interest of BCTFC in and to the Purchased Assets shall vest in the Purchaser effective upon, among other things, delivery by the Monitor of this Monitor's Certificate to the Purchaser.

THE MONITOR HEREBY CERTIFIES as follows:

1. BCTFC and the Purchaser have each delivered written notice to the Monitor that all applicable conditions under the Sale Agreement have been satisfied and/or waived, as applicable.

2. The Monitor has received the full amount of the Purchase Price under the Sale Agreement.
3. Except for delivery of this Monitor's Certificate, all of the transactions contemplated by the Sale Agreement have been implemented.

Dated at the City of Vancouver, in the Province of British Columbia, this [●] day of [●], 2025

BC TREE FRUITS COOPERATIVE, by their court-appointed monitor, **ALVAREZ & MARSAL CANADA INC.** acting solely in such capacity and not in its personal or corporate capacity

Per: _____

Name:

Title:

Schedule "C"

CLAIMS TO BE DELETED/EXPUNGED FROM TITLE TO REAL PROPERTY

1. The mortgage registered by Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945413, and all extensions and modifications thereto.
2. The assignment of rents registered by Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945414, and all extensions thereto.
3. The claim of Builder's Lien registered by Glacier Heights Refrigeration Inc. on July 29, 2024, with registration number CB1473321

Schedule "D"

PERMITTED ENCUMBRANCES

1. The reservations, limitations, provisions or conditions expressed in the original grants from the Crown of any of the Lands and the statutory exceptions to title currently applicable to those Lands;
2. a Claim of right, title or jurisdiction which may be made or established by any aboriginal peoples by virtue of their status as aboriginal peoples to or over any lands;
3. liens for taxes, assessments, rates, duties, charges or levies not at the time due, which relate to obligations or liability assumed by the Purchaser;
4. the Lease; and
5. the Encumbrances listed below in respect of 3335 Sexsmith Road:

- a. Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE
LOCAL GOVERNMENT ACT, SEE CA4479766

- b. Charges, Liens and Interests

Nature: UNDERSURFACE RIGHTS

Registration Number: 33583E

Registered Owner: THE DIRECTOR OF SOLDIER SETTLEMENT

Remarks: INTER ALIA

PART FORMER AMENDED LOT 3, PLAN 2022 EXCEPT PLAN B6244 (DD
108470F) OTHER THAN THOSE EXCEPTED BY THE CROWN AND
UNDER ROAD DEDICATED BY PLAN 36362

Nature: UNDERSURFACE RIGHTS

Registration Number: 20724E

Registration Date and Time: 1932-04-11 10:20

Registered Owner: THE DIRECTOR OF SOLDIER SETTLEMENT

Remarks: PART ON PLAN B3942 (DD 59937) OTHER THAN THOSE
EXCEPTED BY THE CROWN

Nature: UNDERSURFACE RIGHTS

Registration Number: 31084E

Registration Date and Time: 1944-09-12 10:18

Registered Owner: THE DIRECTOR OF SOLDIER SETTLEMENT

Remarks: PART ON PLAN B5113 (DD 96472F) OTHER THAN THOSE
EXCEPTED BY THE CROWN

Nature: STATUTORY RIGHT OF WAY