



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
(WILDSTONE AVO)

BEFORE THE HONOURABLE)
JUSTICE GROPPER) May 16, 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 16th day of May, 2025; AND ON HEARING Kibben Jackson, 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 Twelfth Report of the Monitor to the Court dated May 8, 2025 (the "**Report**"); AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCAA**"), 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.

2. The sale transaction (the “**Transaction**”) contemplated by the Offer to Purchase and Agreement of Purchase and Sale dated May 1, 2025, between BC Tree Fruits Cooperative (“**BCTFC**”) and Growers Supply Company Limited (together, the “**Vendors**”), as vendors, and Wildstone Capital Ltd., as assigned by way of an Assignment and Assumption of Offer to Purchase dated May 14, 2025, to Manage Wildstone Partnership (the “**Purchaser**”), as purchaser, and as amended by the First Amendment to Offer to Purchase and Agreement of Purchase and Sale dated May 7, 2025 between the Vendors and Wildstone Capital Ltd. (together the “**Sale Agreement**”), copies of which agreements are attached together as Appendix “A” 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 the Vendors is hereby authorized and approved, and the Vendors 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 the Vendors’ 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. Further to paragraph 3 herein and in contemplation of separating legal and beneficial title to the Lands identified in Schedule “E” to this order, 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:

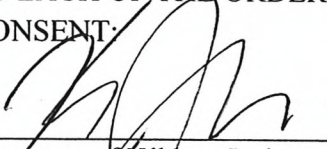
- a) enter the Purchaser's title nominees identified in Schedule "F" to this order (each, a "Nominee" and together, the "Nominees") as the registered owners of the respective interests described in Schedule "F" to this order (each, an "Interest") in respect of the Co-op Lands, the Packing House Lands, the Keremeos Property and the Summerland Property identified and described in Schedule "E" to this order (together, the "Lands"), 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 each Nominee in and to its respective Interest in the Co-op Lands, the Packing House Lands, the Keremeos Property or the Summerland Property, as the case may be, is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Nominees 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 the Vendor are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendor's records pertaining to the Vendor'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 Kibben Jackson
Lawyer for the Monitor, Alvarez & Marsal
Canada Inc.


BY THE COURT



REGISTRAR



Schedule "A"

LIST OF COUNSEL

Counsel Name/Litigant	Party Represented
Mary Buttery, K.C. Christian Garton	The voting members of the BC Tree Fruits Cooperative
John Sandrelli	The Purchaser
Howard Gorman, K.C. Scott Silver Katie Mak	The Petitioners
Aaron Welch	The Province of British Columbia
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*,
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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 May 16, 2025 (the "**Approval and Vesting Order**") and the Asset Purchase Agreement dated May 1, 2025 (as amended, the "**Sale Agreement**") between BC Tree Fruits Cooperative ("**BCTFC**") and Growers Supply Company Limited (together, the "**Vendors**"), as vendors, and Wildstone Capital Ltd., (the "**Purchaser**"), as purchaser.
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 the Vendors 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. The Vendors 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 and
GROWERS SUPPLY COMPANY LIMITED,**
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 following Encumbrances listed below in respect of the Oliver Property (as defined in Schedule "E"):
 - a. The mortgage registered in favour of Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945413, and all extensions and modifications thereto.
 - b. The assignment of rents registered in favour of Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945414, and all extensions thereto.
 - c. The mortgage registered in favour of Canadian Imperial Bank of Commerce on December 20, 2012, with registration number CA2926030, and all extensions thereto.
 - d. The assignment of rents registered in favour of Canadian Imperial Bank of Commerce on December 20, 2012, with registration number CA2926031, and all extensions thereto.
 - e. The claim of Builder's Lien registered by Glacier Heights Refrigeration Inc. on July 29, 2024, with registration number CB1473291.
 - f. The claim of Builder's Lien registered by Fillmore Construction Management Inc. on July 30, 2024, with registration number CB1475172.
 - g. The claim of Builder's Lien registered by South Okanagan Insulation Ltd. (Incorporation No. BC0971179) on August 2, 2024, with registration number HB7963.
 - h. The claim of Builder's Lien registered by Combined Mechanical Contractors (2019) Ltd. (Incorporation No. BC1208013) on August 2, 2024, with registration number CB1486677.
 - i. The claim of Builder's Lien registered by Ridgesec Security Ltd. (Incorporation No. BC1181645) on August 7, 2024, with registration number HB8028.
 - j. The claim of Builder's Lien registered by Gateway Mechanical Services Inc. (Incorporation No. A0079127) on August 8, 2024, with registration number CB1495935.
 - k. The claim of Builder's Lien registered by Keldon Electric Ltd. on August 19, 2024, with registration number CB1535917.

- i. The claim of Builder's Lien registered by Rock Welding Ltd. on August 27, 2024, with registration number CB1554780.
 - m. The claim of Builder's Lien registered by Rock Welding Ltd. on August 27, 2024, with registration number CB1554802.
 - n. The claim of Builder's Lien registered by Armitage Electric on August 27, 2024, with registration number CB1555420.
 - o. The claim of Builder's Lien registered by Van Doren Sales North Inc. on September 9, 2024, with registration number CB1582762.
 - p. The claim of Builder's Lien registered by Nielsen Roofing & Sheet Metal Ltd. on September 17, 2024, with registration number CB1601486.
2. The following Encumbrances listed below in respect of the Keremeos Property (as defined in Schedule "E"):
 - a. The mortgage registered in favour of Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945413, and all extensions and modifications thereto.
 - b. The assignment of rents registered in favour of Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945414, and all extensions thereto.
3. The following Encumbrances listed below in respect of the Summerland Property (as defined in Schedule "E"):
 - a. The mortgage registered by Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945413, and all extensions and modifications thereto.
 - b. The assignment of rents registered by Canadian Imperial Bank of Commerce on October 15, 2008, with registration number CA945414, and all extensions thereto.
 - c. The claim of Builder's Lien registered by Glacier Heights Refrigeration Inc. on July 29, 2024, with registration number CB1473306.

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 Encumbrances listed below in respect of the Oliver Property:
 - a. Legal Notations:
 - i. Hereto Is Annexed Restrictive Covenant CA8634611 Over Lot 1 Plan KAP60396.
 - ii. Hereto Is Annexed Easement CB513421 Over Lot B Plan EPP25807.
 - iii. This Title May Be Affected By A Permit Under Part 14 Of The Local Government Act, See CB801230.
 - b. Charges, Liens and Interests:
 - i. The statutory right of way registered in favour of FortisBC Inc. (Incorporation No. PA-0000087) on March 21, 2016, with registration number CA5055966.
 - ii. The easement registered on March 13, 2023, with registration number CB513420.
 - iii. The statutory right of way registered in favour of the Town of Oliver on April 4, 1995, with registration number KJ25589.
 - iv. The statutory right of way registered in favour of the Town of Oliver on October 21, 2005, with registration number KX150240.
 - v. The easement registered on March 13, 2023, with registration number CB513421.
5. the Encumbrances listed below in respect of the Keremeos Property:
 - a. Legal Notations:

- i. This Title May Be Affected By A Permit Under Part 26 Of The Municipal Act, See KL120830.

b. Charges, Liens and Interests:

- i. The statutory right of way registered in favour of West Kootenay Power Ltd. on April 17, 1998, with registration number KM34971.
- ii. The covenant registered in favour of The Corporation of the Village of Keremeos and Crown in Right of British Columbia c/o Ministry of Environment, Lands and Parks on May 13, 1998, with registration number KM45007.

6. the Encumbrances listed below in respect of the Summerland Property:

a. Legal Notations

- i. Nil.

b. Charges, Liens and Interests

- i. Nil.

c. The Lease (as defined in the Sale Agreement).

Schedule “E”

THE LANDS

1. Municipal Address: 327 Co-op Avenue, Oliver, B.C.

Legal Description: PID: 029-001-285
LOT A DISTRICT LOT 2450S SIMILKAMEEN DIVISION
YALE DISTRICT PLAN EPP25807

(the “**Co-op Lands**”)
2. Municipal Address: 334 Packing House Lane, Oliver, B.C.

PID: 029-001-293
LOT B DISTRICT LOT 2450S SIMILKAMEEN DIVISION
YALE DISTRICT PLAN EPP25807

(the “**Packing House Lands**” and together with the Co-op Lands,
“**Oliver Property**”)
3. Municipal Address: 528 10th Avenue, Keremeos, B.C.

Legal Description: PID: 008-237-051
LOT 1 DISTRICT LOT 174 SIMILKAMEEN DIVISION YALE
DISTRICT PLAN 18668 EXCEPT PLAN KAP61843

(the “**Keremeos Property**”)
4. Municipal Address: 101 & 102 – 8911 Jubilee Road East, Summerland, B.C.

Legal Description: PID: 005-529-018
LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE
DISTRICT PLAN 25304

PID: 005-529-026
LOT 2 DISTRICT LOT 473 OSOYOOS DIVISION YALE
DISTRICT PLAN 25304

PID: 009-868-135
LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE
DISTRICT PLAN 8244

(the “**Summerland Property**”)

Schedule "F"

TITLE NOMINEES

Lands	Nominee	Interest	Legal Description
Co-op Lands	1539629 B.C. LTD.	as to an undivided 100% interest	PID: 029-001-285 LOT A DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN EPP25807
	1539631 B.C. LTD.	as to an undivided 100% interest	PID: 029-001-293 LOT B DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN EPP25807
Packing House Lands	1539642 B.C. LTD.	as to an undivided 20% interest	PID: 008-237-051 LOT 1 DISTRICT LOT 174 SIMILKAMEEN DIVISION YALE DISTRICT PLAN 18668 EXCEPT PLAN KAP61843
Keremeos Property	1539643 B.C. LTD.	as to an undivided 80% interest	PID: 008-237-051 LOT 1 DISTRICT LOT 174 SIMILKAMEEN DIVISION YALE DISTRICT PLAN 18668 EXCEPT PLAN KAP61843
Summerland Property	1539647 B.C. LTD.	as to an undivided 15% interest	PID: 005-529-018 LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT PLAN 25304
	1539647 B.C. LTD.	as to an undivided 15% interest	PID: 005-529-026 LOT 2 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT PLAN 25304
	1539647 B.C. LTD.	as to an undivided 15% interest	PID: 009-868-135 LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT PLAN 8244
	1539648 B.C. LTD.	as to an undivided 85% interest	PID: 005-529-018 LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT PLAN 25304
Summerland Property	1539648 B.C. LTD.	as to an undivided 85% interest	PID: 005-529-026 LOT 2 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT PLAN 25304
	1539648 B.C. LTD.	as to an undivided 85% interest	PID: 009-868-135 LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT PLAN 8244
	1539648 B.C. LTD.	as to an undivided 85% interest	PID: 009-868-135 LOT 1 DISTRICT LOT 473 OSOYOOS DIVISION YALE DISTRICT PLAN 8244