



FORCE FILED

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

NOTICE OF APPLICATION

Name of applicant: Alvarez & Marsal Canada Inc. ("A&M"), in its capacity as court-appointed Monitor of the Petitioners (the "**Monitor**").

To: The Service List, a copy of which is attached hereto as **Schedule "A"**

TAKE NOTICE that an application will be made by the applicant before the Honourable Madam Justice Gropper in person at 800 Smithe Street, Vancouver BC on August 27, 2025 at 9:00 a.m. for the orders set out in Part 1 below.

The applicant estimates that the application will take 30 minutes.

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

Part 1 ORDERS SOUGHT

1. An order (the "**Name Change and Payment Order**"), substantially in the form attached hereto as **Schedule "B"**, among other things:

- (a) authorizing the Monitor to make payment, in full, to each person having a claim against the Petitioners that was: (i) allowed by the Monitor or deemed to have been accepted (each, an “**Accepted Claim**”) in accordance with the Claims Process Order pronounced in these proceedings on April 28, 2025 (the “**Claims Process Order**”); or (ii) admitted as a Proven Claim (as defined in the Claims Assignment Order pronounced in these proceedings on October 24, 2024 (the “**Claim Assignment Order**”)); and
 - (b) authorizing the Monitor to take such steps as may be required to change each of the Petitioners’ corporate and business names.
2. An order, substantially in the form set out in **Schedule “C”** hereto, among other things:
- (a) appointing A&M as receiver and manager without security of all the assets, undertakings and property of the Petitioners pursuant to section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253 (the “**LEA**”);
 - (b) approving the activities of the Monitor, as described in each of the applicable Monitor’s reports filed in these proceedings (collectively, the “**Monitor’s Reports**”);
 - (c) discharging the Monitor from all further duties, obligations, and responsibilities it may have in its capacity as Monitor in these proceedings, save for certain ancillary or incidental matters; and
 - (d) granting releases in favour of the Monitor, its counsel, and the directors and officers of the Petitioners.
3. Such further and other relief as this Honourable Court may deem just.

Part 2 FACTUAL BASIS

4. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Fourteenth Report of the Monitor dated August 25, 2025 (the “**Fourteenth Report**”).

Background

5. Prior to these CCAA Proceedings, BCTFC owned a number of packaging and fruit storage facilities in British Columbia, through which BCTFC packaged, promoted and sold fruit produced by local fruit growers. GSC provided a complementary service whereby it sold agricultural supplies to Okanagan fruit growers.
6. On August 13, 2024, this court granted an initial order (the “**Initial Order**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) which, among other things, appointed A&M as Monitor of the Petitioners with certain enhanced powers, and granted an initial stay of proceedings for a period of 10 days. The stay has since been extended on a number of occasions, most recently to August 29, 2025.
7. Since the Initial Order was granted, the Monitor has sold substantially all of the Petitioners’ assets. In particular, the Monitor conducted sales and investment solicitation processes and applied for and obtained eight sale approval and vesting orders to effect the sale of substantially all of the Petitioners’ assets.
8. The most recent sale approval order was granted on May 16, 2025, approving the sale of all the Petitioners’ remaining real property and other assets to Manage Wildstone Partnership (the “**Wildstone Transaction**”). The Wildstone Transaction closed on July 24, 2025. As a result, the Petitioners’ only remaining asset is the cash realized by the Monitor.

Payments to Creditors

9. This Court has granted two orders to determine the amount and nature of the outstanding claims against the Petitioners:
 - (a) the Claims Assignment Order, which, among other things, created a procedure to determine Proven Claims (i.e. conclusively determined claims arising from the delivery by growers to BCTFC of apples in 2023, and cherries and plums in 2024, according to the procedure set out therein); and
 - (b) the Claims Process Order, which, among other things, created a procedure to determine the Accepted Claims, including Pre-Filing Claims, Restructuring Period Claims, and D&O Claims (as such terms are defined in the Claims Process Order).

10. The claims process under the Claims Process Order is substantially complete, save and except for 11 claims that have yet to be resolved and may require adjudication by the court, and 6 additional restructuring claims that arose from the termination of all of the BCTF Group's employees upon the closing of the Wildstone Transaction.
11. The Monitor expects the estate to have sufficient funds to pay in full the outstanding proven claims of all of the Petitioners' creditors.
12. The Monitor now seeks an order authorizing it to make payments to those persons with Proven Claims and Accepted Claims in the full amount of such claims.

Name Changes

13. Pursuant to the Wildstone Transaction, the Monitor, on behalf of the Petitioners, agreed to apply to court within 60 days of closing for authorization to change the names of BCTFC (a cooperative association under the *Cooperative Association Act*, SBC 1999, c 28 (the "**Co-op Act**") and GSC (a company incorporated pursuant to the *Business Corporations Act*, SBC 2002, c 57 (the "**BCA**") to names not containing "BC Tree Fruits", "Growers Supply Company", "BCTF" or "GSC".
14. GSC's name is established by its Articles of Incorporation.
15. BCTFC's name is established by Article 1 of the Memorandum of Association of Okanagan Tree Fruit Cooperative dated May 15, 2008 (the "**Memorandum**"), and the Certificate of Change of Name issued under the *Co-op Act*, changing the name from Okanagan Tree Fruit Cooperative to BC Tree Fruits Cooperative.
16. Article 142 of the Rules of BCTFC, revised on November 16, 2021 (the "**Rules**"), provides that any amendments to the Memorandum must be in accordance with the *Co-op Act* and the Rules. The Rules are silent on the process to approve an amendment, however, the *Co-op Act* provides that a special resolution is required to change an association's name.¹
17. The Monitor is of the view that it would be inefficient for the members and directors of BCTFC to call a special general meeting to amend the Memorandum to effect the name change required under the Wildstone Transaction.

¹ *Co-op Act*, s. 68.

Transition to a Receivership

18. As alluded to above, the Monitor has successfully sold substantially all of the Petitioners' assets in these CCAA Proceedings and the employment of all of the Petitioners' employees has been terminated. As such, there remains no business for the Petitioners to operate and no requirement for the ongoing involvement of the Petitioners' directors or management.
19. Accordingly, there is no practical reason for the continuation of a debtor-in-possession proceeding, and the Monitor is of the view that the Petitioners' stakeholders who have an interest in the remaining sale proceeds would stand to benefit from the reduced costs that would result from having this proceeding transition to a receivership.
20. The Monitor understands that the current directors of BCTFC are expected to resign from their positions in the near future. Although the directors and management had a limited role in the Petitioners' operations as a result of the Monitor's enhanced powers, a receivership proceeding would allow for their resignation and permit A&M – as receiver – to direct and manage the companies without any involvement on the part of the directors or management of the Petitioners. [NTD – check to see if it matches Monitor's report]

Discharge of the Monitor and Approval of Activities

21. The activities and conduct of the Monitor in the course of these CCAA Proceedings are set out and described in further detail in the Monitor's Reports.
22. The Monitor has undertaken, among other things, the following activities:
 - (a) corresponded and worked with key stakeholders including management, creditors, current and former employees, tenants, realtors and purchasers;
 - (b) proposed and managed the various sales processes;
 - (c) monitored the Petitioners' cash flow and prepared various cash flow forecasts;
 - (d) engaged and liaised with various realtors to market certain of the Petitioners' lands;
 - (e) administered the processes under the Claims Assignment Order and the Claims Process Order;
 - (f) brought 14 applications in these proceedings, including eight sale approval applications, an application appointing a representative and counsel for the former members of BCTFC, and various administrative relief;

- (g) continually reported to the court, including in the Monitor's Reports, supplemental reports, and the Monitor's pre-filing report.
- 23. After administering the payments under the Name Change and Payment Order, should it be granted by this court, and obtaining approval of its fees, the Monitor is of the view that it will have substantially completed its duties pertaining to the administration of these CCAA Proceedings, including under the applicable orders arising out of these proceedings.
- 24. The nature and history of these CCAA Proceedings and the cessation of operations by the Petitioners justify the making of the broad releases for the Monitor, its counsel and the directors and officers of BCTFC.
- 25. The Monitor seeks its discharge, should this court grant the proposed receivership order, subject to the retention of residual powers to administer the Name Change and Payment Order, apply for approval of its fees, and such incidental duties as may be required to complete the administration of the CCAA Proceedings.

Part 3 LEGAL BASIS

- 26. The Monitor relies on:
 - (a) the CCAA;
 - (b) the *Co-op Act*;
 - (c) the BCA;
 - (d) the LEA;
 - (e) Supreme Court Civil Rules;
 - (f) the inherent and equitable jurisdiction of this Court; and
 - (g) such further and other legal bases and authorities as counsel may advise and this Court may permit.

Distribution Order

- 27. The Monitor seeks the Name Change and Payment Order to, among other things, make payments to those persons with Approved Claims and Proven Claims in the full amount of their claims.

28. This Court has jurisdiction pursuant to section 11 of the CCAA to “make any order that it considers appropriate in the circumstances.” The Supreme Court of Canada in *9354-9186 Quebec Inc. v. Callidus Corp.* provided that section 11 signals Parliament’s endorsement of the “broad reading of [the] CCAA authority developed by the jurisprudence.” This discretion must be exercised in furtherance of the remedial objectives of the CCAA, including the baseline consideration of appropriateness, good faith, and due diligence.

CCAA, s. 11;

9354-9186 Quebec Inc. v. Callidus Corp., 2020 SCC 10 at paras. 67, 70

Canada v. Canada North Group Inc., 2021 SCC 30, at para. 21

29. This broad jurisdiction provides a supervising CCAA court with the authority to approve distributions to creditors during a CCAA proceeding, even where such distributions occur outside of a Plan of Compromise or Arrangement.

Re Nortel Networks Corporation et al, 2014 ONSC 477, at para. 55.

30. The Monitor submits that approving the Name Change and Payment Order in the circumstances would further the remedial objectives of the CCAA as it reduces the debts owing to the Petitioners’ creditors. As such, the Name Change and Payment Order is in the interests of stakeholders and appropriate in the circumstances.

Name Change Order

31. The Monitor seeks to change the Petitioners’ names in order to satisfy the Petitioners’ obligations under the Wildstone Transaction.
32. The notice of articles of GSC must be altered to change its name.

BCA, s. 263

33. A company is permitted to alter its notice of articles with authorization by court order pursuant to section 257 of the BCA, the relevant portions of which are reproduced below (emphasis added):

(2) A company must not alter its notice of articles unless

- (a) the company does so in the manner required or permitted by this Act, and
- (b) subject to subsection (3) of this section, the company has been authorized to make the alteration by a court order or, if the alteration is not authorized by a court order,
 - (i) by the type of resolution specified by this Act,
 - (ii) if this Act does not specify the type of resolution, by the type of resolution specified by the articles, or
 - (iii) if neither this Act nor the articles specify the type of resolution, by a special resolution.
- (3) If an alteration to a company's articles has been approved, under section 259 (1), by a resolution marked in accordance with section 259 (4) (a) and deposited in the company's records office in accordance with section 259 (4) (b), or has been made by a court order, the company may alter its notice of articles to reflect that alteration to its articles without obtaining the authorization referred to in subsection (2) (b) [the subsections setting out the types of resolutions] of this section.

BCA, s. 257

- 34. The Memorandum must be altered to change BCTFC's name.
- 35. An association is permitted to change its name with authorization by special resolution, pursuant to section 68 of the *Co-op Act*, the relevant portions of which are reproduced below:

Amendment of memorandum and rules

68 (1) Subject to subsection (2) of this section and to sections 70, 173, 178.1 and 196 (2), an association may amend its memorandum and rules to do any of the following:

- (a) change its name to a name approved by the registrar;

[...]

- (2) An amendment under subsection (1) must be authorized by special resolution.

- 36. As previously mentioned, this Court has jurisdiction pursuant to section 11 of the CCAA to "make any order that it considers appropriate in the circumstances."
- 37. The Monitor submits that requiring the members and directors of BCTFC to call a special general meeting at this time to effect a name change to comply with the terms of the Wildstone Transaction would only result in increased costs and administrative burden, and would not be in any stakeholder's interests.

Receivership Order

38. The Monitor applies for an order appointing A&M as the receiver and manager of the Petitioners' property.

39. This court has authority to appoint a receiver when it is just or convenient to do so.

LEA, s. 39.

40. There are a number of factors that may figure in the determination of whether it is appropriate to appoint a receiver:

- (a) whether irreparable harm might be caused if no order were made;
- (b) the nature of the property;
- (c) the apprehended or actual waste of the debtor's assets;
- (d) the preservation and protection of the property;
- (e) the balance of convenience to the parties;
- (f) the fact that the creditor has the right to appoint a receiver under the documentation provided for the loan;
- (g) the effect of the order upon the parties;
- (h) the conduct of the parties;
- (i) the cost to the parties;
- (j) the likelihood of maximizing return to the parties;
- (k) the goal of facilitating the duties of the receiver.

Maple Trade Finance Inc. v. CY Oriental Holdings Ltd., 2009 BCSC 1527, at para. 25.

41. Courts have terminated CCAA proceedings and elected to appoint a receiver where the restructuring may benefit from a receiver taking the place of a company's management.

Canadian Imperial Bank of Commerce v. Community Pork Ventures Inc., 2005 SKQB 294, at para. 19 [***Community Pork***]

42. In *Community Pork*, the court noted:

[14] The insolvency regime supervised by the Commercial List judges of the Ontario Court of Justice has frequently used the discretionary powers of a CCAA judge as a bridge over uncertainties as to its powers. The combination of a CCAA

order and a s. 47(2) BIA receivership is a judge-made device which enables the restructuring or reorganization to take place without the company's management being involved. Such is the situation which has been ordered in this matter. While it might initially appear that the receiver acts mainly for the senior secured creditors it is, as an officer of the court, responsible in varying degrees to all of the stakeholders including the local managers and employees whose livelihood depends on their jobs. It appears that the unsecured creditors have little hope of recovery and the second ranked secured creditors have some prospect of recovery, however slight. The receiver has been directed to share information with such creditors and other stakeholders whenever such sharing will not impair the efficacy of its work.

Community Pork, at para. 14.

43. While in *Community Pork* it was the appointment of an interim receiver under the *Bankruptcy and Insolvency Act*, similar principals are applicable to the present case before the court.
44. The cessation of operations of the Petitioners has greatly reduced the need for the ongoing involvement of directors and management.

Release of Directors

45. Canadian courts have relied on their broad discretionary power under section 11 of the CCAA to grant third-party releases such proceedings. CCAA courts have recently exercised such authority to grant a release of claims against directors and officers of a debtor company in the absence of a plan of arrangement where it will further the policy objective underlying the CCAA.

ENTREC Corporation (Re), 2020 ABQB 751, at para 6

46. The Monitor submits that it is appropriate to grant the release sought as:
 - (a) the directors and officers provided critical direction leading up to the filing of the present CCAA proceedings;

- (b) the directors and officers were of assistance in the administration of the sale and investment solicitation process for the benefit of the Petitioners' stakeholders;
- (c) the directors and officers were of assistance in identifying and facilitating potential transactions to explore during the sales processes;
- (d) the transactions approved by this Court resulted in the sale of substantially all of the Petitioners' assets;
- (e) the releases are subject to statutory limitations and do not release claims premised on gross negligence or wilful misconduct;
- (f) the releases would provide certainty and finality of the CCAA proceedings in the most efficient manner;
- (g) the Monitor is not aware of any claim or proceeding with respect to the directors or officers;
- (h) throughout the CCAA proceedings, the directors and officers acted in good faith and with due diligence; and
- (i) the Monitor supports the release.

Discharge of Monitor and Approval of Activities

- 47. The Monitor's Reports outline the specific activities taken by the Monitor to date, for which the Monitor is seeking approval by this Court.
- 48. The approval sought by the Monitor is not a general approval of its activities, but the approval of the specific activities undertaken by the Monitor as detailed in the Monitor's Reports. In the circumstances, the Monitor submits that such approval is appropriate because such approval will, among other things, provide protection for the Monitor not otherwise provided by the CCAA, and protect creditors from delay that would be caused by re-litigation of steps taken to date and potential indemnity claims by the Monitor.

Target Canada Co. (Re), 2015 ONSC 7574, paras. 12, 23

Part 4 MATERIAL TO BE RELIED ON

- 49. First Report of the Monitor dated August 22, 2024.

50. Second Report of the Monitor dated September 27, 2024.
51. Third Report of the Monitor dated October 9, 2024.
52. Fourth Report of the Monitor dated October 21, 2024,
53. Fifth Report of the Monitor dated October 29, 2024,
54. Sixth Report of the Monitor dated November 21, 2024.
55. Seventh Report of the Monitor dated December 6, 2024.
56. Eighth Report of the Monitor dated December 30, 2024.
57. Ninth Report of the Monitor dated January 29, 2025.
58. Tenth Report of the Monitor dated February 24, 2025.
59. Eleventh Report of the Monitor dated April 23, 2025.
60. Twelfth Report of the Monitor dated May 8, 2025.
61. Thirteenth Report of the Monitor dated July 9, 2025.
62. Fourteenth Report of the Monitor, dated August 25, 2025.
63. Such further and other materials as counsel may advise and this Court may allow.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application,

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:

- (i) a copy of the filed Application Response;
- (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
- (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated: 24-Aug-2025



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

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs of Part 1 of
this Notice of Application

☐ with the following variations and additional terms:

.....
.....
.....

Date:

.....
Signature of ☐ Judge ☐ Associate
Judge

The Solicitors for the Monitor are Fasken Martineau DuMoulin LLP, whose office address and address for delivery is 550 Burrard Street, Suite 2900, Vancouver, BC V6C 0A3 Telephone: +1 604 631 3131 Facsimile: +1 604 631 3232 E-mail: kjackson@fasken.com (Reference: Kibben Jackson/285937.00020)

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

SCHEDULE "A"

SERVICE LIST

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

CCAA SERVICE LIST

As at July 15, 2025

<p>Fasken Martineau DuMoulin LLP</p> <p>Attention: Kibben Jackson Mishaal Gill Heidi Esslinger Suzanne Volkow</p> <p>Email: kjackson@fasken.com mgill@fasken.com hesslinger@fasken.com svolkow@fasken.com ibeaulieu@fasken.com richeung@fasken.com</p> <p><i>Counsel for the Monitor, Alvarez & Marsal Canada Inc.</i></p>	<p>Norton Rose Fulbright Canada LLP</p> <p>Attention: Howard Gorman, K.C. Scott Silver Katie Mak</p> <p>Email: howard.gorman@nortonrosefulbright.com Scott.Silver@nortonrosefulbright.com katie.mak@nortonrosefulbright.com</p> <p><i>Counsel for the Petitioners</i></p>
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SCHEDULE "B"

DRAFT NAME CHANGE AND PAYMENT ORDER

(see attached)

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

ORDER MADE AFTER APPLICATION
(NAME CHANGE & CLAIMS PAYMENTS)

BEFORE THE HONOURABLE)
JUSTICE GROPPER) August 27, 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 by MS Teams and in person at Vancouver, British Columbia on August 27, 2025; AND ON HEARING Kibben Jackson and Heidi Esslinger, counsel for the Monitor, and those counsel listed in Schedule “A” attached hereto; AND UPON READING the material filed, including the Fourteenth Report of the Monitor dated August 25, 2025 (the “**Fourteenth 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.

Name Change

2. The Petitioners shall be permitted to execute and file articles of amendment or such other documents or instruments as may be required to change each of the Petitioners' corporate and business names, and such articles, documents or other instruments shall be deemed to have been duly authorized, valid and effective and shall be accepted by the applicable Governmental Authority without the requirement (if any) of obtaining director, member or shareholder approval pursuant to any federal or provincial legislation or otherwise.

Payment of Accepted Claims

3. All terms not otherwise defined herein shall have the meanings ascribed to them in the Claims Process Order pronounced in these proceedings on April 28, 2025 (the "**Claims Process Order**").
4. All Claims against the Petitioners, including Pre-Filing Claims, Restructuring Period Claims, and D&O Claims (as such terms are defined in the Claims Process Order), which have been allowed by the Monitor or deemed to have been accepted in accordance with the Claims Process Order or in accordance with the Claims Assignment Order pronounced in these proceedings on October 24, 2024, all of which are enumerated in Appendix "B" to the Fourteenth Report, are hereby accepted as valid Claims (the "**Accepted Claims**") for the purposes of payments to be made by the Monitor in accordance with and pursuant to the provisions of this order.
5. The Monitor, on behalf of the Petitioners, is hereby authorized, directed and empowered to pay to each Claimant holding an Accepted Claim the full amount of their Accepted Claim from the funds in the possession of the Petitioners.
6. Any payments made by the Monitor in accordance with this order shall not constitute a "distribution", and the Monitor shall not constitute a "legal representative" or "representative" of the Petitioners or "other person" for the purposes of Section 159 of the *Income Tax Act* (Canada), Section 270 of the *Excise Tax Act* (Canada), Section 46 of the *Employment Insurance Act* (Canada), or any other similar federal, provincial or territorial tax legislation in the Provinces or Territories in which the Petitioners conducted business

(collectively, the “**Statutes**”), and the Monitor in making any such payment or deliveries of funds in accordance with this order: (i) is not “distributing”, nor shall it be considered to have “distributed”, such funds or assets for the purposes of the Statutes; (ii) shall not incur any liability under the Statutes for making any payments or deliveries in accordance with this order or failing to withhold amounts, ordered or permitted hereunder; (iii) shall not have any liability for any of the Petitioners' tax liabilities regardless of how or when such liabilities may have arisen; and (iv) is hereby forever released, remised and discharged from any claims against the Monitor under or pursuant to the Statutes or otherwise at law, arising as a result of the payments and deliveries in accordance with this order, and any claims of such nature are hereby forever barred.

7. The Monitor or any other person facilitating payments pursuant to this order shall be entitled to deduct and withhold from any such payments such amounts as may be required to be deducted or withheld under any applicable law including, without limitation, any tax withholdings, statutory deductions and any employment insurance overpayments, and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law.
8. All payments shall be made in Canadian dollars, regardless of the currency indicated in the applicable Proof of Claim or otherwise, calculated by the Monitor as at the Filing Date, in accordance with paragraph 5 of the Claims Process Order.
9. All payments made by the Monitor pursuant to and in accordance with this order shall be free and clear of the Charges provided for in the ARIO.
10. Notwithstanding:
 - (a) the pendency of these proceedings or the termination of these proceedings;
 - (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985 c. B-3, as amended (the “**BIA**”) in respect of any of the Petitioners and any bankruptcy order issued pursuant to any such application; or
 - (c) any assignment in bankruptcy made in respect of any of the Petitioners,any payments made pursuant to this order are final and irreversible and shall be binding upon 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 any such payments constitute or be deemed to be fraudulent preferences, assignments, fraudulent conveyances, transfers-at-undervalue or other reviewable transactions under the BIA or any other federal or provincial law, nor shall they constitute conduct which is oppressive, unfairly prejudicial to or which unfairly disregards the interests of any person, and shall, upon the receipt thereof, be free of all claims, liens, security interests, charges, or other encumbrances granted by or relating to the Petitioners.

11. The Monitor, whether in its personal capacity or in its capacity as the Monitor:
 - (a) shall have all of the protections provided to it as an officer of the Court, including the protections granted pursuant to the CCAA and other orders granted in these CCAA proceedings; and
 - (b) shall incur no liability or obligation as a result of carrying out any duties or work in connection with this order, save and except for any gross negligence or willful misconduct.
12. The Monitor shall be at liberty, and is hereby authorized and empowered to take any further steps that the Monitor deems necessary or desirable in order to complete the payments described in and authorized by this order.
13. 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"
COUNSEL APPEARING

Name of Party	Counsel Name

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

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Counsel: Kibben Jackson
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SCHEDULE "C"

DRAFT RECEIVERSHIP ORDER

(see attached)

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)
JUSTICE GROPPER) August 27, 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 on this date; AND ON HEARING Heidi Esslinger, counsel for the Monitor, and those counsel listed in Schedule “A” attached hereto; AND UPON READING the material filed, including the Fourteenth Report of the Monitor dated August 25, 2025; AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), the *Law & Equity Act*, R.S.B.C. 1996, c. 253, as amended (the “**LEA**”), 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.

APPOINTMENT

2. Pursuant to section 39 of the LEA, Alvarez & Marsal Canada Inc. (the “**Receiver**”) is appointed receiver, without security, of all of the assets, undertakings and property of the Petitioners, including all proceeds thereof (the “**Property**”).

DISCHARGE OF MONITOR AND APPROVAL OF ACTIVITIES

3. The Monitor is hereby discharged as monitor of the Petitioners with immediate effect, provided that the Monitor shall: (i) still be authorized to make the payments contemplated by the name change and claims payment order granted herein on even date; (ii) still be required to pass its accounts; and (iii) continue to have the benefit of the provisions of all orders made in these proceedings, including all approval, protections and stays of proceeding favour of the Monitor.
4. The Monitor’s activities as described in the Monitor’s reports filed in these proceedings are hereby approved.
5. The Monitor, counsel to the Monitor and each of their respective affiliates and officers, directors, partners, employees and agents (collectively, the “**Released Parties**”) are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of this order in any way relating to, arising out of, or in respect of, these proceedings or with respect to their respective conduct in these proceedings (collectively, the “**Released Claims**”), and any such Released Claims are hereby released, stayed, extinguished and forever barred, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any gross negligence or wilful misconduct on the part of the applicable Released Party.
6. No action or proceeding arising from or related to these proceedings shall be commenced against the Released Parties except with prior leave of the court on at least 10 days’ notice to the applicable Released Party.

RECEIVER'S POWERS

7. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof;
 - (c) to manage, operate and carry on the business of the Petitioners, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Petitioners;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this order;
 - (e) to receive and collect all monies and accounts now owed or hereafter owing to the Petitioners and to exercise all remedies of the Petitioners in collecting these amounts, including, without limitation, enforcement of any security held by the Petitioners;
 - (f) to settle, extend or compromise any indebtedness owing to the Petitioners;
 - (g) carry out all duties of the Monitor under the Claims Process Order granted in these proceedings on April 28, 2025 (the "**Claims Process Order**"), including to resolve any outstanding disputed claims;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Petitioners, for any purpose pursuant to this order;

- (i) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Petitioners, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (j) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (k) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Petitioners;
- (l) to enter into agreements with any trustee in bankruptcy appointed in respect of the Petitioners;
- (m) to exercise any shareholder, partnership, joint venture or other rights which the Petitioners may have;
- (n) if so directed by the Court pursuant to further order, to provide notice of and convene any meeting of the voting members of the Petitioner BC Tree Fruits Cooperative (“**BCTFC**”), adjourn such meeting, tabulate and report on the outcome of any votes held at any such meeting and otherwise administer such meeting; and
- (o) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver is authorized by this order to take, or takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Petitioners and their respective directors and officers, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

8. Each of (i) the Petitioners; (ii) all of the Petitioners' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
9. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Petitioners, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
10. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 8, 9 or 10 of this order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
11. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records

without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

12. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE PETITIONERS OR THE PROPERTY

13. No Proceeding against or in respect of any of the Petitioners or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of any of the Petitioners or the Property are stayed and suspended pending further order of this Court; provided, however, that nothing in this order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the applicable Petitioner and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

14. All rights and remedies (including, without limitation, set-off rights) against the Petitioners, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this order shall (i) empower the Receiver or the Petitioners to carry on any business which the Petitioners are not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the *Bankruptcy and Insolvency Act*, R.S.C.

1985, c. B-3 (the “**BIA**”), (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any “eligible financial contract” as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

15. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Petitioners, without written consent of the Receiver or leave of this Court. Nothing in this order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

16. All Persons having oral or written agreements with the Petitioners or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Petitioners are restrained until further order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Petitioners’ current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this order are paid by the Receiver in accordance with normal payment practices of the Petitioners or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

17. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this order or

hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post-Receivership Accounts**”) and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this order or any further order of this Court.

EMPLOYEES

18. Subject to the employees’ right to terminate their employment, all employees of the Petitioners shall remain the employees of the Petitioners until such time as the Receiver, on the Petitioners’ behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Petitioners, including any successor employer liabilities as referred to in section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c. 47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

LIMITATION ON ENVIRONMENTAL LIABILITIES

19. Nothing in this order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

20. The Receiver shall not, as a result of this order or anything done in pursuance of the Receiver's duties and powers under this order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
21. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver's appointment; or,
 - (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
22. Notwithstanding anything in federal or provincial law, but subject to paragraph 21 of this order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

23. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this order, save and except:
 - (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

24. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
25. The Receiver's Charge shall rank *pari passu* with the Administration Charge, as defined in and created by the Amended and Restated Initial Order granted in these proceedings on August 26, 2025. All provisions of the ARIIO concerning the Charges (as defined therein) shall apply to the Receiver's Charge, including without limitation those set out in paragraphs 53 through 57.
26. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
27. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

ALLOCATION

28. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

29. The Receiver shall establish and maintain a website in respect of these proceedings at: www.alvarezandmarsal.com/bctreefruits (the “**Website**”) and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
30. Any interested party, including the Receiver, may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to the addresses set out in the service list created and maintained by the Monitor in these proceedings (the “**Service List**”). The Receiver shall continue to maintain and update the Service List and post an up-to-date version of same on the Website.
31. Any Person who wishes to be served with any future application or other materials in these proceedings must provide to counsel for the Receiver a written request to be added to the Service List. The failure of any Person to provide such written request releases the Receiver and any other Person serving court materials in these proceedings from any requirement to (i) provide further notice to such Person in respect of these proceedings, or (ii) effect any service of court materials on such Person.
32. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided an email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
33. The Receiver and its counsel are authorised to serve or distribute this order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Petitioners’ creditors or other interested parties and their advisors. For greater

certainly, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

34. The Receiver is hereby relieved of its obligation to send any notices to the creditors of the Petitioners as contemplated by s. 245(1) of the BIA.

RELEASE OF DIRECTORS AND OFFICERS AND COURT ORDERED CHARGES

35. Each of the current and former directors, officers, employees, consultants, legal counsel and advisors of the Petitioners (collectively, the “**Released Director Parties**”) shall be deemed to be forever and irrevocably released and discharged from any and all present and future liabilities, claims (including, without limitation, claims for contribution and indemnity), indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, debts, expenses, accounts, liens, taxes, duties, recoveries and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, offer, dealing, or other fact, matter, occurrence or thing existing or taking place, or arising in connection with or relating to these proceedings, any agreement, document, instrument, matter or transaction involving the Petitioners arising in connection with or pursuant to any of the foregoing (collectively, the “**Released Director Claims**”), which Released Director Claims are hereby and shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, canceled and barred as against the Released Director Parties, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim (i) which arose prior to August 13, 2024; (ii) arising as a result of gross negligence, fraud or wilful misconduct; or (iii) that is not permitted to be released pursuant to section 5.1(2) of the CCAA. For clarity, this order does not prejudice or otherwise affect any releases or protections for the Released Director Parties arising under any other order made in these proceedings, including the Claims Process Order.
36. The Directors’ Charge (as defined in and created by the ARIO), the Interim Lender’s Charge (as defined in and created by the ARIO) and the New Interim Lender’s Charge (as

defined in and created by the order made in these proceedings on January 31, 2025) are hereby terminated and discharged.

GENERAL

37. This order is without prejudice to the rights, claims and positions of the current and former members of BCTFC in respect of any entitlement of the current members of BCTFC to apply to this Court for an order to cause the Receiver to convene a special meeting of the current members to consider any resolution the current members wish to put forward at such meeting, and is without prejudice to any meeting so approved to be held, or decision of the current members taken as a result of any such meeting.
38. Any interested party may apply to this Court to vary or amend this order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
39. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
40. Nothing in this order shall prevent the Receiver from acting as a trustee in bankruptcy of any of the Petitioners.
41. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this order and to assist the Receiver and its agents in carrying out the terms of this order. All such courts, tribunals and regulatory and administrative bodies are 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 or to assist the Receiver and its agents in carrying out the terms of this order.
42. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this order and for assistance in carrying out the terms of this order and the Receiver is authorized and empowered to act

as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

43. The need for 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
Lawyer for the Receiver, Alvarez & Marsal
Canada Inc.

BY THE COURT

REGISTRAR

SCHEDULE “A”

COUNSEL APPEARING

Name of Party	Counsel Name

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

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