



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) 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 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; 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 ARIO 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

certainty, 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 ARIIO), the Interim Lender’s Charge (as defined in and created by the ARIIO) 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. This order is without prejudice to the rights, claims and positions of United Food and Commercial Workers, Local 247 (the “**Union**”) and the unionized former employees of BCTFC in respect of any entitlement of the Union to apply to this Court for an order that the B.C. Tree Fruit Industry Pension Plan ought not to have been terminated.
39. 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.
40. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
41. Nothing in this order shall prevent the Receiver from acting as a trustee in bankruptcy of any of the Petitioners.
42. 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.

43. 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.
44. 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

For: Lawyer for the Receiver, Alvarez & Marsal
Canada Inc.

Heidi Esslinger

BY THE COURT



REGISTRAR



SCHEDULE "A"

COUNSEL APPEARING

Name of Party	Counsel Name
The Petitioners	Howard Gorman
UFCW Local 247	Raashi Ahluwalia
BC Tree Fruits Cooperative members	Maya Churilov
BC Tree Fruits Cooperative Former members	Kayla Strong

