VANCOUVER
AUG 12 2026
REGISTRY

FORCE FILED

No. S-245481
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

IN THE MATTER OF BC TREE FRUITS INDUSTRIES LIMITED and 0015755 B.C. LTD.

PETITIONERS

NOTICE OF APPLICATION

Name of applicant: Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as court-appointed receiver of all of the assets, undertakings and property of the Petitioners (in such capacity, the "**Receiver**").

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 to the Honourable Madam Justice Gropper by Microsoft Teams on August 20, 2026 at 9:00 a.m. for the orders set out in Part 1 below.

The applicant estimates that the application will take 1 hour.

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, substantially in the form attached hereto as Schedule "B", among other things:

   (a) authorizing the Receiver to make payments and distributions of the surplus funds held by the Receiver on behalf of BC Tree Fruits Industries Limited ("**Industries**")

to those former members of Okanagan Growers Distribution Cooperative ("**OGDC**", and such members being the "**Members**") that have Delivery Amounts which have been accepted, or deemed accepted, by the Receiver pursuant to the Distribution Determination Order (as defined below) as Proven Delivery Amounts; and

(b) approving the process by which disputes in respect of a Claim of Setoff (as defined below) asserted by the Receiver may be resolved or adjudicated

(the "**Member Distribution Order**").

2. Such further and other relief as counsel may request and this Honourable Court may deem just.

Part 2 FACTUAL BASIS

3. Capitalized terms used and not otherwise defined in this notice of application shall have the meanings ascribed to them in the Fourth Report of the Receiver, to be filed (the "**Fourth Report**").

Background

4. On August 13, 2024, this Court granted an 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 a stay of proceedings for a period of ten days. The stay was extended on a number of occasions, up to and including August 29, 2025.

5. During the course of the *CCAA* proceedings, this Court granted two orders to determine the amount and nature of claims against the Petitioners, being:

(a) an order granted October 24, 2024 which created a procedure to determine Proven Claims (as defined in such order), being claims arising from the delivery by growers to OGDC of apples in 2023, and cherries and plums in 2024; and

(b) an order granted April 28, 2025 which 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 such order).

6. On August 27, 2025, on the application of the Monitor, this Court granted an order appointing A&M as receiver, without security, of all of the assets, undertakings and property of the Petitioners, including all proceeds thereof (the "**Receivership Order**").

7. Prior to the Receiver's appointment, the Monitor had 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. The last of the transactions closed on July 24, 2025, with the result that the Petitioners' only significant remaining asset is cash realized by the Monitor.

8. By orders granted on August 27, 2025, October 3, 2025, and April 9, 2026 (collectively, the "**Claims Payment Orders**"), the Court authorized the Receiver to pay to persons having an Accepted Claim the full amount of such claims from the funds in the possession of the Receiver. Except for the Claims of the United Food and Commercial Workers Union, Local No. 247, which remain under review by Service Canada, the Receiver has fully administered payments in accordance with the Claims Payment Orders.

9. As of August 11, 2026, there are three claims against the Petitioners, in an aggregate amount not less than $1,156,609.99, which have not been resolved (the "**Outstanding Claims**"). These include a claim recently asserted by the United Food and Commercial Workers Union, Local No. 247 (the "**Union**"), by way of a Supplemental Notice of Dispute dated June 29, 2026 and Supplemental Proof of Claim dated June 30, 2026. The Receiver is in the process of reviewing the Union's recent claim.

10. The Receiver currently holds approximately $14 million in surplus funds. The surplus funds may be reduced to the extent that the Outstanding Claims subsequently become Accepted Claims and is authorized by the Court to be paid by the Receiver. The surplus funds will also be reduced by the costs incurred by the Receiver in relation to the ongoing administration of the receivership estate.

11. On May 13, 2026, on the application of the Receiver, this Court granted an order approving an arrangement between the Representative Member and Acquireco for Acquireco's purchase of all of the issued and outstanding shares in the capital of OGDC (the "**Arrangement**"), subject to approval of the Arrangement by the Required Majority of the Members (the "**Arrangement Approval Order**").

12. The Arrangement was approved by the Required Majority, and the transaction closed on June 19, 2026.

13. Pursuant to the terms of the Plan of Arrangement and the Arrangement Approval Order, upon the implementation of the Arrangement, OGDC ceased to be a petitioner in these proceedings and was deemed to be released from the purview of the Receivership Order. Industries assumed all rights, entitlements and interests to the assets and obligations of OGDC existing immediately prior to the Arrangement being implemented. Accordingly, the Receiver now holds the surplus funds on behalf of Industries.

Member Distribution

14. In order to determine the relative amounts to which any Member is entitled from the surplus funds, the Receiver had to first determine the amount of tree fruits delivered by Members in accordance with the *BC Tree Fruits Cooperative Rules*, revised November 16, 2021 (the "***Co-op Rules***"). Rule 125 of the *Co-op Rules* provides that in the event that OGDC (formerly BC Tree Fruits Cooperative) permanently ceases operations, surplus funds are to be dealt with as follows:

> **125. Distribution of surplus in final year of operations**
>
> After setting aside the amount required as a reserve and paying any dividend permitted by these Rules, the Association must, but only in the year in which it intends to permanently cease operations, distribute the whole of its then accumulated surplus, including all amounts realized from the sale or other disposition of its assets (but after setting aside an amount equal to the aggregate paid up capital of all its outstanding shares), to the members and former members of the Association (including the heirs, executors, administrators, successors and assigns) in the same proportion that the tonnage of tree fruits accepted by the Association from each of them (or from

> the grower through whom the member or former member derives or derived membership) in the previous 6 years bears to the total tonnage of tree fruits accepted by the Association from all its growers during those same 6 years.

15. On April 9, 2026, this Court granted an order which, among other things, established a procedure to determine Members' Proven Delivery Amounts (as defined in such order) for the purpose of determining Members' entitlement to distributions from the surplus funds held by the Receiver (the "**Distribution Determination Order**").

16. The Distribution Determination Procedure (as defined in the Distribution Determination Order) is complete. The Receiver has complied with the provisions of such order by, among other things:

    (a) delivering Distribution Determination Packages to all 356 known Members by April 16, 2026;

    (b) reviewing all nine Member Declarations it received by the Delivery Reporting Deadline, being May 11, 2026, resulting in the Receiver's acceptance of two Member Declarations;

    (c) delivering Adjustment Notices in respect of the seven remaining Member Declarations by the Adjustment Deadline, being May 25, 2026; and

    (d) upon there being no Dispute Notices delivered to the Receiver by the Dispute Deadline, being June 15, 2026, finalizing its review of all Member Declarations and claimed Delivery Amounts.

17. The total Proven Delivery Amounts which are accepted, or deemed accepted, by the Receiver and the Members pursuant to the Distribution Determination Order is 566,658,103 pounds (the "**Total Delivery Amount**").

18. The Receiver seeks to distribute the gross amount of $11.5 million in surplus funds to Members with Proven Delivery Amounts. The Member Distribution Order contemplates that the Receiver will make distributions to the Members, in the net amounts set out at Appendix "A" of the Fourth Report, within 10 business days from the order being granted.

19. As described at paragraphs 6.9 and 6.10 of the Fourth Report and further detailed below, certain Members that are entitled to a distribution are indebted to Industries (as successor in interest to OGDC). Accordingly, the Receiver intends to set off such amounts against such Members' respective distribution amounts, as set out at Appendix "A" of the Fourth Report.

20. The balance of the surplus funds held by the Receiver, in the amount of approximately $2.6 million, will be sufficient to pay in full: (a) all outstanding potential claims of creditors; and (b) the outstanding and estimated remaining costs incurred in the administration of the receivership proceedings through to its conclusion.

21. It is anticipated that there will be a further distribution to Members with Proven Delivery Amounts at a later date, once the Outstanding Claims and claims by the Petitioners against certain persons are resolved, and at a time when the receivership is nearing its conclusion. It is premature to give any indication as to when that might be.

Dispute Procedure for Claims of Setoff

22. Based on a review of the receivership estate's books and records, the Receiver has determined that 52 of the 356 Members owe the approximate aggregate amount of $2.5 million to Industries or 0015755 B.C. Ltd. (formerly Growers Supply Company Limited) ("**001 BC**") (collectively, the "**Outstanding Receivables**"). The Outstanding Receivables reflect the following:

    (a) unpaid invoices for services, equipment and supplies provided to Members by OGDC or 001 BC, and range from $68.15 to $63,536.11 for individual Members; and

    (b) liquidated damages claims against four Members, in the approximate aggregate amount of $1.56 million, which claims range from $64,744.14 and $943,339.58.

    The Receiver is of the view that the receivership estate's books and records are sufficient to enable the Receiver to make a reasonable assessment of the Outstanding Receivables owing by Members.

23. For these 52 Members, the Receiver has set off against the gross distribution amount attributed to each Member an amount not exceeding the gross distribution amount, on account of such Member's Outstanding Receivable. The aggregate Claims of Setoff total $525,055.47, with the result that 14 of the Members will receive no distribution.

24. In contemplation of potential disputes by Members regarding the validity, nature and quantum of any setoff asserted by the receivership estate (each a "**Claim of Setoff**"), the Receiver has structured a dispute procedure similar to that of a "negative notice" claims process to enable the efficient and timely resolution of the Claims of Setoff.

25. The proposed dispute procedure operates as follows:

(a) the Receiver will deliver a Distribution Notice Package, which will include an Instruction Letter advising the Member of, among other things, the gross and net distribution amounts to which the Member is entitled, and the amount of any setoff asserted by or on behalf of the receivership estate against the Member, along with a brief description of the basis for the Receiver's Claim of Setoff;

(b) Members that accept the applicable Claim of Setoff asserted by the Receiver are not required to take any further steps and are deemed to have accepted the Claim of Setoff, as set out in the Fourth Report and the Instruction Letter, for all purposes;

(c) a Member who wishes to dispute a Claim of Setoff must deliver a Dispute Notice to the Receiver within 14 days of receipt of the Distribution Notice Package. If they do not do so, they will be deemed to have accepted the Claim of Setoff, as set out in the Fourth Report and the Instruction Letter, for all purposes;

(d) if a Member timely delivers a Dispute Notice, the Receiver may seek to consensually resolve the dispute with such Member;

(e) if the Receiver and a disputing Member are unable to resolve the dispute, the Receiver may, at its discretion, seek the adjudication of the dispute through an Expedited Application which, subject to further order of the Court, shall be heard on a date to be assigned by the Court, and with notice only to the affected Member;

(f) the Expedited Application shall include an affidavit or a report by the Receiver pertaining to the basis for the Claim of Setoff;

(g) a Member whose dispute is the subject of an Expedited Application and who wishes to respond shall file and serve an application response and any supporting affidavits within ten (10) Business Days after service of the Expedited Application; and

(h) the Receiver shall be at liberty, but not required, to file and serve a reply to a Member's application response within five (5) Business Days after service of the application response.

26. The proposed dispute procedure provides the Receiver with flexibility and discretion in its implementation, including extending the deadline for submitting a Dispute Notice. The procedure also enables the Receiver to determine, on an individual basis, the most efficient means of resolving disputes relating to the Outstanding Receivables and the Claims of Setoff.

Part 3 LEGAL BASIS

27. The Receiver relies on the following:

(a) the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "***BIA***");

(b) the *Law and Equity Act*, R.S.B.C. 1996, c. 253;

(c) the *Supreme Court Civil Rules*, B.C. Reg. 168/2009;

(d) the inherent and equitable jurisdiction of this Honourable Court; and

(e) such further and other legal bases and authorities as counsel may advise and this Honourable Court may permit.

This Court Should Grant the Proposed Distributions to Members

28. The purpose and object of a receivership is to facilitate and enhance the preservation and realization of the assets of a debtor for the benefit of creditors in accordance with their priority rankings. The Receiver has effected payments on account of all Accepted Claims

to date. The Receiver is of the view that, subject to the retention of funds sufficient to pay the Outstanding Claims, if determined to be Accepted Claims, and to fund the costs of the ongoing administration of the receivership, it is now appropriate for the Receiver to distribute surplus funds to Members with Proven Delivery Amounts.

British Columbia v Peakhill Capital Inc, 2024 BCCA 246, 5 BCLR (7th) 328 at para 21.

29. Section 144 of the *BIA* contemplates that a bankrupt is entitled to any surplus remaining after payment in full of the bankrupt's creditors, with interest, and of the costs, charges and expenses of the bankruptcy proceedings. The same principle applies to the Petitioners in the context of these receivership proceedings.

Bankruptcy and Insolvency Act, RSC 1985, c B-3, as amended, s 144 [***BIA***]; *Business Development Bank of Canada v 170 Willowdale Investments Corp*, 2025 ONCA 251, 18 CBR (7th) 1 at para 34.

30. Further to the Reasons for Judgment delivered by the Honourable Madam Justice Gropper on February 12, 2026, the Receiver is to comply with the existing *Co-op Rules* in making any distribution of surplus funds to current and former members of BC Tree Fruits Cooperative (now OGDC). Rule 125, which is reproduced above at paragraph 14, contemplates the distribution of surplus funds to members in an amount proportionate to the amount of tree fruits they delivered (as active members) in the six years prior to OGDC's cessation of operations. Accordingly, it was necessary for the Receiver to determine the amount of tree fruits delivered by Members prior to making any distributions of surplus funds.

BC Tree Fruits Cooperative (Re), 2026 BCSC 229, 2026 ACWS 711 at paras 22, 73.

31. The Distribution Determination Order approved the Receiver's proposed method of determining Members' entitlements to distributions. The Receiver has carried out all of its obligations under such order and has completed its administration of that process. In particular, the Receiver has completed its review and has determined 356 Members' claimed Delivery Amounts. This represents the resolution of all of the Delivery Amounts asserted by the Members.

32. The proposed distributions, as set out at Appendix "A" of the Fourth Report, will enable those Members with Proven Delivery Amounts to receive their proportionate entitlements to the surplus funds, while retaining a balance sufficient to satisfy unresolved Claims and the costs of these proceedings.

33. The Receiver submits it is just, appropriate and reasonable for the Court to grant the proposed Member Distribution Order, which furthers the object of the receivership by distributing the estate's remaining assets to its remaining stakeholders.

This Court Should Approve the Receiver's Proposed Dispute Procedure for Claims of Setoff

34. Paragraph 25 of the Distribution Determination Order preserves the claims of setoff which may be asserted by or on behalf of the Receiver, the Petitioners or the receivership estate. The Receiver intends to set off amounts owing to the Petitioners by 52 Members with Outstanding Receivables. The Receiver designed the proposed dispute procedure to resolve disputes which may be asserted by Members whose distribution amounts have been reduced by the asserted Claims of Setoff.

> Order (Member Distribution Determination Procedure) granted April 9, 2026 at para 25.

35. As set forth above, the dispute procedure has been structured in a manner similar to a "negative notice" claims process. Guidance in respect of the structure of the dispute procedure may therefore be found in claims processes, which are routinely accepted by courts as a commonly recognized element of *CCAA* proceedings, including those involving asset liquidations, on the basis of the broad judicial discretion conferred by section 11 of the *CCAA*.

> *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, s 11; *Bul River Mineral Corp (Re)*, 2014 BCSC 1732, [2014] BCWLD 6764 at paras 29-31 [***Bul River***]; *Soccer Express Trading Corp (Re)*, 2020 BCSC 749, 319 ACWS (3d) 17 at para 106.

36. Similarly, and as has been confirmed by the Supreme Court of Canada in *Peace River Hydro Partners v Petrowest Corp*, courts have broad discretion under subsection 243(1)(c) of the *BIA* to make any orders that may be appropriate in the circumstances, including authorizing the Receiver to take any action the Court considers advisable and just or

convenient. Put otherwise, this Court is empowered to do not only what "justice dictates" but also what "practicality demands" to respond to the unique circumstances of these proceedings.

BIA, s 243(1)(c); *Peace River Hydro Partners v Petrowest Corp*, 2022 SCC 41, [2022] 3 SCR 265 at para 148.

37. Additionally, section 183 provides courts with broad jurisdiction "at law and in equity as will enable them to exercise original, auxiliary and ancillary jurisdiction" in any proceedings under the *BIA*, commonly recognized as the provision authorizing a court to exercise its inherent jurisdiction.

BIA, s 183; *Syndic de Chronométriq inc.*, 2023 QCCA 1295, 2023 CaswellQue 14729 at para 57 [***Chronométriq***].

38. The Receiver submits that the approval of the proposed procedure, designed at its core to ensure the timely and efficient resolution of the Outstanding Receivables and Claims of Setoff, is consistent with the express purpose of the *BIA*, is within the Court's express statutory and inherent jurisdiction, and is just, convenient, and advisable in the circumstances.

39. While there are "no set rules" as to how a claims process is structured, courts have considered the following factors in determining whether to approve a proposed claims process order:

(a) whether the process is fair and reasonable to all stakeholders; and

(b) whether the process allows for the usual steps and procedures, consistent with what has been ordered in other proceedings.

Bul River at paras 32, 41, citing *Steels Industrial Products Ltd (Re)*, 2012 BCSC 1501, [2013] BCWLD 1452 at paras 38-39.

40. While these factors do not expressly govern the Court's assessment of the proposed dispute procedure, they are informative and in any event support the approval of the proposed order.

41. First, the process is fair and reasonable to all stakeholders. Implementation of the dispute procedure will allow the Receiver and, if applicable, the Court, to efficiently and effectively adjudicate the Outstanding Receivables and the Claims of Setoff for the purposes of effecting distribution. The use of a "negative notice" process, which is not uncommon in typical claims processes, will result in an efficient and timely process, while providing all objecting Members with a reasonable procedure to dispute the Claims of Setoff and these Members' respective net distribution amounts. In approving a "negative notice" claims process, akin to what is contemplated here, the Ontario Superior Court of Justice [Commercial List] commented that "in all cases it is appropriate to make efforts to increase efficiency, affordability and certainty". Similarly, this Court has also noted that fairness to stakeholders includes minimizing unnecessary costs.

Toys "R" Us (Canada) Ltd (Re), 2018 ONSC 609, 288 ACWS (3d) 16 at paras 11-14; *1057863 B.C. Ltd. (Re)*, 2024 BCSC 1111, 2024 CarswellBC 1828 at para 37.

42. Second, the Receiver has developed the process to include steps and procedures commonly found in processes approved by insolvency courts, including that the proposed process:

(a) establishes an appropriate notice mechanism, through the delivery of the Distribution Notice Packages, to communicate the proposed procedure to Members;

(b) requires objecting Members to provide the particulars for their dispute of the Receiver's Claims of Setoff by a specified deadline, and correspondingly bars late submissions from consideration, thus creating certainty in the process;

(c) provides an opportunity for the Receiver to review and, if appropriate, bring forth any unresolved disputes for adjudication by the Court through an Expedited Application; and

(d) establishes reasonable procedural timelines for the hearing of an Expedited Application.

43. In this case, the Receiver proposes a negative process for the Members to dispute the Receiver's Claims of Setoff, which are based on the Receiver's review of the receivership estate's books and records, and its assessment of the Outstanding Receivables owing by Members. This process streamlines the procedure through which the Receiver will identify and determine the net distributions payable to Members. Among other things:

(a) the Receiver will provide Members with a brief description of the basis for its Claims of Setoff, as applicable;

(b) only Members who disagree with the Receiver's Claims of Setoff need to take any further steps (by, in the first instance, submitting a Dispute Notice within 14 days of receiving their Distribution Notice Package);

(c) the Receiver will review the Dispute Notices, and objecting Members may have a further opportunity to contest the Receiver's Claims of Setoff through a hearing; and

(d) the dispute procedure provides the Receiver with flexibility and discretion in implementing the procedure, including extending time periods and determining which outstanding disputes, if any, would be referred to the Court for determination.

44. The Receiver believes that the proposed procedure allows flexibility and ensures that the Outstanding Receivables and the Claims of Setoff are addressed fairly while minimizing, to the extent possible, costs and time. Further, the procedure is fair and reasonable, and its implementation is appropriate and prudent at this time. The Receiver respectfully submits that this Honourable Court should approve the proposed dispute procedure, and direct that the Receiver proceed with the implementation of the procedure as soon as practicable.

Part 4 MATERIAL TO BE RELIED ON

45. The Fourth Report.

46. The Distribution Determination Order.

47. The Arrangement Approval Order.

48. Such further and other material as counsel may advise and this Honourable Court deems admissible.

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: 12-Aug-2026

FOR:
Signature of Lawyer for Applicant,
Kibben Jackson / Tiffany Bennett

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 ☐ Master

The Solicitors for the Applicant 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. kjackson@fasken.com and tbennett@fasken.com (Reference: Kibben Jackson and Tiffany Bennett /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
- X none of the above

SCHEDULE "A"

SERVICE LIST

(See attached.)

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 April 9, 2026

Fasken Martineau DuMoulin LLP Attention: **Kibben Jackson** **Mishaal Gill** **Heidi Esslinger** **Suzanne Volkow** Email: kjackson@fasken.com mgill@fasken.com hesslinger@fasken.com svolkow@fasken.com jbeaulieu@fasken.com *Counsel for the Monitor, Alvarez & Marsal Canada Inc.*	Norton Rose Fulbright Canada LLP Attention: **Scott Silver** **Katie Mak** Email: Scott.Silver@nortonrosefulbright.com katie.mak@nortonrosefulbright.com *Counsel for the Petitioners*

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Dumoulin Boskovish LLP Attention: **Robert Starke** **Joseph Moise** Email: rstarke@dubo.com jmoise@dubo.com *Counsel for Farming Karma Fruit Company*	

E-Service List

kjackson@fasken.com; mgill@fasken.com; hesslinger@fasken.com; svolkow@fasken.com; jbeaulieu@fasken.com; Scott.Silver@nortonrosefulbright.com; tmartin@alvarezandmarsal.com; atillman@alvarezandmarsal.com; pinky.law@alvarezandmarsal.com; monicacheung@alvarezandmarsal.com; michelle.grant@pwc.com; michelle.pickett@pwc.com; glavin@koskieglavin.com; RAhluwalia@koskieglavin.com; mgladkikh@koskieglavin.com; mbuttery@osler.com; enewbery@osler.com; cgarton@osler.com; lhodgson@osler.com; aaron.welch@gov.bc.ca; AGLSBRevTaxInsolvency@gov.bc.ca; Jordan.schultz@dentons.com; cassandra.federico@dentons.com; chelsea.denton@dentons.com; cwilliams@fhplawyers.com; wadvocaat@fhplawyers.com; wcheung@fhplawyers.com; lridgedale@mltaikins.com; mwarnick@mltaikins.com; mmcgarry@mltaikins.com; Aminollah.Sabzevari@justice.gc.ca; Charlotte.Woo@justice.gc.ca; Khanh.Gonzalez@justice.gc.ca; ragarwal@lolg.ca; apang@lolg.ca; Eamonn.watson@dentons.com; Afshan.naveed@dentons.com; msaid@mbwco.ca; sdd@vernonlaw.ca; john.sandrelli@dentons.com; Chelsea.denton@dentons.com; brigham.jagger@dentons.com; sasha.vukovic@dentons.com; manveer.bisla@dentons.com; avic.arenas@dentons.com; dayfamily1995@gmail.com; stevethefarmer@gmail.com; katie.mak@nortonrosefulbright.com; preardon@nst.ca; kstrong@nst.ca; rpearson@nst.ca; rstarke@dubo.com; jmoise@dubo.com;

SCHEDULE "B"

FORM OF ORDER

(See attached.)

No. S-245481
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

IN THE MATTER OF BC TREE FRUITS INDUSTRIES LIMITED and 0015755 B.C. LTD.

PETITIONERS

ORDER MADE AFTER APPLICATION
(MEMBER DISTRIBUTION ORDER)

BEFORE THE HONOURABLE JUSTICE GROPPER	))))	AUGUST 20, 2026

ON THE APPLICATION OF Alvarez & Marsal Canada Inc. ("**A&M**") in its capacity as the court-appointed receiver of all of the assets, undertakings and property of the Petitioners (in such capacity, the "**Receiver**") coming on for hearing by Microsoft Teams on August 20, 2026; AND ON HEARING Tiffany Bennett, counsel for the Receiver, and those counsel listed in Schedule "A" attached hereto; AND UPON READING the materials filed, including the Fourth Report of the Receiver dated August [●], 2026 (the "**Fourth Report**"); AND PURSUANT TO the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, the British Columbia *Supreme Court Civil Rules* (the "***Rules***"), and the inherent jurisdiction of this Honourable Court,

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Notice of Application for this order and the materials filed in support is hereby abridged such that this Application is properly returnable today, and

further service upon any interested party other than those parties on the service list maintained in these proceedings is hereby dispensed with.

2. All capitalized terms not otherwise defined in this order shall have the meanings given to them in the Member Distribution Determination Order granted in these proceedings on April 9, 2026 (the "**Distribution Determination Order**").

SURPLUS DISTRIBUTION TO MEMBERS

3. The Delivery Amounts which have been accepted, or deemed accepted, by the Receiver and the Members pursuant to the Distribution Determination Order, and which are enumerated at Appendix "A" of the Fourth Report, are hereby accepted as Proven Delivery Amounts for the purposes of distributions to be made by the Receiver in accordance with and pursuant to the provisions of this order.

4. The Receiver is hereby authorized and directed to pay to each Member having a Proven Delivery Amount the amount payable to such Member, as set out at Appendix "A" of the Fourth Report.

5. 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) (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 or distributions 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 or distributions constitute or be deemed to be fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, or otherwise 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 and clear of all claims, liens, security interests, charges or other encumbrances granted by or relating to the Petitioners.

6. The Receiver shall not incur any liability under the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada), or any other similar federal, provincial, state or territorial tax legislation (collectively, the "**Statutes**") for making any payments, distributions or deliveries of funds in accordance with this order, and the Receiver shall not have any liability for any of the Petitioners' tax liabilities under the Statutes in respect of such payments, distributions or deliveries of funds, regardless of how or when such liabilities may have arisen.

7. The Receiver is hereby forever released, remised and discharged from any claims against it under or pursuant to the Statutes or otherwise at law arising as a result of the payments, distributions or deliveries of funds contemplated under this order.

8. A&M, whether in its personal capacity or in its capacity as the Receiver:

   (a) shall have all of the protections provided to it as an officer of the Court, including the protections granted to it in its capacity as: (i) Monitor pursuant to the *Companies' Creditors Arrangement Act* (Canada), the Amended and Restated Initial Order granted in the within proceedings on August 26, 2024 and other orders granted in these proceedings; (ii) Receiver pursuant to the receivership order granted in the within proceedings on August 27, 2025, and all other orders granted in these 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.

9. The Receiver shall be at liberty, and is hereby authorized and empowered, to take any further steps that it deems necessary or desirable in order to complete the payments and distributions described in and authorized by this order.

DISPUTE PROCEDURE FOR SET-OFF

10. Each of the:

    (a) letter to Members (the "**Instruction Letter**") attached as Schedule "B" hereto; and

    (b) dispute notice (the "**Dispute Notice**") attached as Schedule "C" hereto

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

11. The Receiver is hereby authorized and directed to deliver to the Members, as soon as practicable following the date of this order, and in any event no later than ten (10) Business Days thereafter, (a) by email to the last known email address of the Member set out in the books and records of BC Tree Fruits Industries Limited ("**Industries**"), or (b) by ordinary mail or courier to the last known mailing address of the Member if the email address for such Member is not known:

    (a) an Instruction Letter, which shall advise the Member of:

        (i) the gross and net distribution amounts to which they are entitled, and the amount of any setoff asserted by or on behalf of the receivership estate against the Member, along with a brief description of the basis for such setoff, as set out at Appendix "A" of the Fourth Report (a "**Claim of Setoff**");

        (ii) if a Claim of Setoff is asserted against the Member, the process and timing for completing and delivering a Dispute Notice; and

        (iii) if a Claim of Setoff is asserted against the Member, the process and timing for filing and serving an Expedited Application (as defined below);

    (b) if applicable, a blank Dispute Notice; and

    (c) if applicable, a cheque in the net distribution amount to which the Member is entitled

    (collectively, the "**Distribution Notice Package**").

12. Any Member who wishes to dispute a Claim of Setoff must deliver a completed Dispute Notice to the Receiver within 30 days of receipt of the Distribution Notice Package, or such other date as may be agreed to in writing by the Receiver, setting out the basis of the Member's dispute regarding the Claim of Setoff.

13. If a Member fails to deliver a Dispute Notice within the time limit set out at paragraph 12 of this order, then, subject only to further order of this Court:

    (a) the validity, nature and quantum of the Claim of Setoff, including the claim giving rise to the Claim of Setoff, as set forth at Appendix "A" of the Fourth Report, and as may be particularized in the Distribution Notice Package, shall be deemed accepted by the Member for all purposes;

    (b) the Member shall only be entitled to receive a distribution in an amount net of the Setoff; and

    (c) the Member shall be and is hereby forever barred and enjoined from making or enforcing any claim against the Receiver, the Petitioners or the receivership estate for entitlement to further distribution as a result of any dispute regarding the Claim of Setoff.

14. Upon receipt of a Dispute Notice, the Receiver may attempt to consensually resolve the dispute regarding the Claim of Setoff. If the Receiver and the Member are unable to consensually resolve such dispute, the Receiver shall, in its sole discretion, be at liberty, but shall not be required, to file one or more applications with this Court for an order declaring the Claim of Setoff to be valid (each an "**Expedited Application**"). In support of an Expedited Application, the Receiver shall file an affidavit or a report pertaining to the basis for the Claim of Setoff.

15. Subject to further order of this Court, an Expedited Application shall take place with notice only to the Member whose dispute is the subject of the Expedited Application and, for greater certainty, the Receiver shall not be required to provide notice to any party on the Service List.

16. Any Member entitled to notice of an Expedited Application and who wishes to respond shall file and serve an application response and any supporting affidavits within ten (10) Business Days after service of the Expedited Application.

17. The Receiver shall be at liberty, but not required, to file and serve a reply to a Member's application response within fifteen (15) Business Days after service of the application response.

18. Subject to further order of this Court, all Expedited Applications will be heard on _____, 2026.

SERVICE

19. The Receiver may, unless otherwise specified by this order, serve and deliver any letters, notices or other documents to Members or any other Person by forwarding copies thereof by prepaid mail, courier, personal delivery, facsimile transmission or email to such Persons at their respective address or contact information as last shown on the records of Industries or as set out in a Dispute Notice. Any such service and delivery shall be deemed to have been received: (a) if sent by prepaid registered mail, on the third (3rd) Business Day following dispatch; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by electronic transmission, by 5:00 p.m. on such Business Day, and if delivered after 5:00 p.m. on a Business Day or on a day other than a Business Day, on the following Business Day.

20. Any Dispute Notice or other notice or communication required to be provided or delivered by a Member to the Receiver under this order shall be in writing in substantially the form, if any, provided for in this order and shall be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or email addressed to:

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

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

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

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

GENERAL PROVISIONS

22. In the event of any discrepancy between this order and the Distribution Notice Package, this order shall govern.

23. The Receiver and any other Person affected may apply to this Court from time to time for directions with respect to this order or for such further order or orders as any of them may consider necessary or desirable to amend, supplement or replace this order, including the schedules to this order, on not less than seven (7) days' notice to all parties on the Service List and to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

24. The Receiver may, from time to time, apply to this Court to extend the time for any action which the Receiver is required to take, if reasonably required to carry out its duties and obligations pursuant to this order, and the Receiver may apply for advice and directions concerning the discharge of its powers and duties under this order or the interpretation or application of this order.

[The balance of this page is intentionally left blank.]

25. Endorsement of this order by counsel appearing, other than counsel for the Receiver, is hereby dispensed with.

_____

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

BY THE COURT

_____

REGISTRAR

SCHEDULE "A"

COUNSEL APPEARING

Name of Party	Counsel Name
BC Tree Fruits Members	Mary Buttery, K.C. / Christian Garton
BC Tree Fruits Former Members	Peter J. Reardon

SCHEDULE "B"

INSTRUCTION LETTER

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

This Instruction Letter must be read together with the Member Distribution Order of the Supreme Court of British Columbia granted on August 20, 2026 (the "**Distribution Order**") and the Receiver's Fourth Report dated [●], 2026 (the "**Fourth Report**"). The Distribution Order (a) authorizes payment of funds held by the Receiver to the persons constituting current and former members (collectively, the "**Members**") of Okanagan Growers Distribution Cooperative, formerly known as the BC Tree Fruits Cooperative ("**OGDC**"), immediately prior to the closing of the Transaction (as defined below), and (b) establishes a process for the adjudication of disputes in respect of the setoff claims asserted by and on behalf of the receivership estate against certain of the Members.

Pursuant to the Arrangement Approval and Member Voting Procedure Order granted on May 13, 2026 (the "**Arrangement Approval Order**"), the Court approved a plan of arrangement in respect of OGDC (the transaction contemplated thereunder being the "**Transaction**"). The Transaction closed on June 19, 2026. As contemplated by the Arrangement Approval Order, upon the closing of the Transaction, all outstanding claims for receivables and obligations and liabilities of OGDC existing immediately prior to closing were transferred to BC Tree Fruits Industries Limited ("**Industries**"). Accordingly, OGDC is no longer a party to the Receivership Proceedings.

A copy of the Distribution Order is enclosed herewith and is also available at: https://www.alvarezandmarsal.com/bctreefruits. All capitalized terms not otherwise defined in this document have the same meanings as are found in the Distribution Order, or in Schedule "B" of the Member Distribution Determination Order granted on April 9, 2026, as applicable. Additional information and forms related to the Distribution Order and the Fourth Report can be found on the Receiver's Website or obtained by contacting the Receiver at the address indicated below, and providing your contact information, including name, address and email address.

CASE REFERENCE NUMBER: _____

You have been identified by the Receiver as being entitled to an interim distribution in the **net amount of $[●].** This net amount has been determined on the basis of the following:

Proven Delivery Amount (lb)	
Proportionate Share of Total Proven Delivery Amount (%)	
Proportionate Share of Interim Distribution (Gross)	
Amount Owing to Industries	

Setoff Claimed by Industries	
Proportionate Share of Interim Distribution (Net of Setoff)	

[The balance of this template Instruction Letter is applicable only for Members against whom a Claim of Setoff is asserted.]

Reasons for setoff:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Please note that certain steps you may wish to take with respect to the interim distribution to which you are entitled must be taken prior to 5:00 p.m. (Vancouver time) on [• – 30 days from date of receipt], 2026. Failure to take certain actions prior to this deadline may impact your ability to dispute the setoff asserted by and on behalf of the receivership estate, and can result in such dispute becoming forever barred and extinguished.

Overview of the Setoff Dispute Procedure

A. Dispute Notice

If you **AGREE** with the validity, nature and quantum of Industries' claim for setoff, **YOU NEED NOT TAKE ANY FURTHER ACTION**. The nature and quantum of Industries' claim for setoff, as described in this Instruction Letter and in the Fourth Report, will be considered accepted for all purposes.

1. If you agree with the Setoff:

If you **AGREE** with the validity, nature and quantum of Industries' claim for setoff, **YOU NEED NOT TAKE ANY FURTHER ACTION**. The nature and quantum of Industries' claim for setoff, as described in this Instruction Letter and in the Fourth Report, will be considered accepted for all purposes.

2. **If you wish to dispute the Setoff:**

If you **DISAGREE** with the validity, nature and quantum of Industries' claim for setoff, you must **COMPLETE AND RETURN TO THE RECEIVER** a Dispute Notice setting forth the basis and rationale for your dispute. A blank Dispute Notice is enclosed.

The Dispute Notice must attach all appropriate documentation evidencing your response to the receivership estate's claims. **The completed Dispute Notice must be received by the Receiver by 5:00 p.m. (Vancouver time) on [• – 30 days from date of receipt], 2026.**

If no Dispute Notice is received by the Receiver by the referenced deadline, subject to further Order of the Court, you will be deemed to have accepted the setoff set forth in this Instruction Letter and in the Fourth Report. Any further claim for a further distribution or to dispute the setoff, including the claims giving rise to such setoff) will be **FOREVER BARRED AND EXTINGUISHED**, and you will be prohibited from any further disputes in respect of the setoff.

B. Expedited Application

If you and the Receiver are unable to resolve a dispute regarding the setoff, the Receiver may, at its sole discretion, refer the dispute to the Court for determination by filing an application (the "**Expedited Application**"). Unless otherwise directed by the Court, the Expedited Application will be heard by the Court on [•], 2026.

If you are served with an Expedited Application, you must file and serve an application response and supporting affidavit (collectively, the "**Application Response Materials**") within 5 Business Days after being served with the Expedited Application. The Application Response Materials must:

1. include a completed form of Application Response in Form 33;

2. include one or more affidavits which attach all relevant documents; and

3. provide full particulars of your response to the setoff claimed by the Receiver.

The Receiver may, within 15 Business Days after being served with your Application Response Materials, file and serve its reply. Failure to deliver Application Response Materials may result in the Expedited Application being considered without your evidence.

Any notices that are required to be sent to the Receiver shall be sent by registered mail, courier, email (in one PDF file), or personal delivery addressed to:

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

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

IF YOU FAIL TO SUBMIT A DISPUTE NOTICE WITHIN 30 DAYS FROM THE DATE YOU RECEIVE THE NOTICE, THE MEMBER DISTRIBUTION AVAILABLE TO YOU SHALL BE AS SET OUT IN THE RECEIVER'S FOURTH REPORT AND IN THE INSTRUCTION LETTER DELIVERED TO YOU. ANY CLAIM(S) TO ADDITIONAL DISTRIBUTIONS OR TO DISPUTE THE RECEIVER'S SETOFF WILL BE FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING SUCH CLAIM(S) AGAINST THE RECEIVER, THE PETITIONERS OR THE RECEIVERSHIP ESTATE.

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

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

Per: _____
Name:
Title:

SCHEDULE "C"

DISPUTE NOTICE

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

Please read the enclosed Instruction Letter carefully prior to completing this Dispute Notice. All capitalized terms not otherwise defined in this document have the same meanings as are found in the Distribution Order, or in Schedule "B" of the Member Distribution Determination Order granted on April 9, 2026, as applicable.

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

You only need to complete this Dispute Notice **if you disagree with the setoff against your member distribution** as claimed by the Receiver.

CASE REFERENCE NUMBER: _____

Pursuant to the Distribution Order, _____ (the "**Claimant**"), hereby gives notice that the Claimant disputes the setoff claimed by the Receiver, in the amount of $_____, against the Claimant's share of member distributions, and states as follows:

Reasons for Dispute:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

(Provide full particulars of why you dispute the Receiver's claims for setoff, and provide all supporting documentation.)

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

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

All information submitted in this Dispute Notice must be true, accurate and complete. Filing false information relating to your dispute may result in penalties.

This Dispute Notice must be delivered by registered mail, courier, email (in one PDF file) or personal delivery to the Receiver and must be received by the Receiver **no later than 5:00 p.m. (Vancouver time) on [● – 30 days from date of receipt], 2026** at:

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

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

IF YOU FAIL TO SUBMIT A DISPUTE NOTICE WITHIN 30 DAYS FROM THE DATE YOU RECEIVE THE NOTICE, THE MEMBER DISTRIBUTION AVAILABLE TO YOU SHALL BE AS SET OUT IN THE RECEIVER'S FOURTH REPORT AND IN THE INSTRUCTION LETTER DELIVERED TO YOU. ANY CLAIM(S) TO ADDITIONAL DISTRIBUTIONS OR TO DISPUTE THE RECEIVER'S SETOFF WILL BE FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING SUCH CLAIM(S) AGAINST THE RECEIVER, THE PETITIONERS OR THE RECEIVERSHIP ESTATE.

DATED at _____ this ____ day of _____, 2026.

WITNESS

Per: _____
Name:

(CLAIMANT NAME)

Per: _____
Name:
Title:

No. S-245481
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

IN THE MATTER OF BC TREE FRUITS INDUSTRIES LIMITED and 0015755 B.C. LTD.

PETITIONERS

ORDER MADE AFTER APPLICATION

(MEMBER DISTRIBUTION ORDER)

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
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Counsel: Kibben Jackson / Tiffany Bennett
Email: kjackson@fasken.com / tbennett@fasken.com
Matter No: 285937.00020