SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
AUG 2 0 2026
ENTERED

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 13, 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 November 30, 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.

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ssinger for:

BY THE COURT

REGISTRAR

CHECKED

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~~
United Food and Commercial Workers Union, Local 247	Raashi Ahluwalia

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 August 13, 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 [redacted], 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 [redacted], 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 [redacted], 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 [redacted], 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 ***(CLAIMANT NAME)***

Per: _____
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)

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