

COURT FILE NUMBER 2601-07148
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, RSC 1985, c
C-36, as amended

AND IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF
MONETTE FARMS LTD., MONETTE FARMS
ONTARIO CORP., NEXGEN SEEDS LTD.,
MONETTE PRODUCE LTD., MONETTE SEEDS
LTD., MONETTE LAND CORP., DMO HOLDINGS
LTD., DMO HOLDINGS USA, INC., MONETTE
SEEDS USA, LLC, MONETTE FARMS ARIZONA,
LLC, MONETTE FARMS USA, INC., 1012595 DE
INC., MONETTE PRODUCE, LLC, GOAT'S PEAK
WINERY LTD., MONETTE FARMS BC LTD.,
MONETTE FARMS LAND GP LTD., MONETTE
FARMS LAND II GP LTD., AND MONETTE
FARMS BC GP LTD.

APPLICANTS MONETTE FARMS LTD., MONETTE FARMS
ONTARIO CORP., NEXGEN SEEDS LTD.,
MONETTE PRODUCE LTD., MONETTE SEEDS
LTD., MONETTE LAND CORP., DMO HOLDINGS
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DOCUMENT APPLICATION

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY
FILING THIS
DOCUMENT

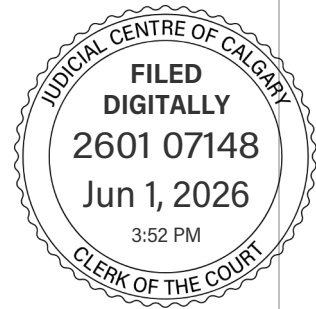
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File No.: 063030-01

Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel

Clerk's Stamp



NOTICE TO THE RESPONDENTS: see Service List attached hereto as Schedule "A"

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date: June 12, 2026

Time: 2:00 P.M.

Where: Calgary Courts Centre - Webex

<https://albertacourts.webex.com/meet/virtual.courtroom60>

Before: The Honourable Justice R.W. Armstrong

Go to the end of this document to see what you can do and when you must do it.

Remedy claimed or sought:

1. The applicants, Monette Farms Ltd. ("**Monette Farms**"), Monette Land Corp. ("**Monette Land**"), DMO Holdings Ltd. ("**DMO Holdings**"), Goat's Peak Winery Ltd. ("**Goat's Peak Winery**"), Monette Farms BC Ltd. ("**Monette Farms BC**"), Monette Farms Ontario Corp. ("**MFO**"), Nexgen Seeds Ltd. ("**Nexgen**"), Monette Produce Ltd. ("**Produce**"), Monette Seeds Ltd. ("**Seeds**"), Monette Farms Land GP Ltd. ("**MFL GP**"), Monette Farms Land II GP Ltd. ("**MFL II GP**"), DMO Holdings USA, Inc. ("**DMO USA**"), Monette Seeds USA LLC ("**Seeds USA**"), Monette Farms Arizona, LLC ("**MF Arizona**"), Monette Farms USA, Inc. ("**Monette USA**"), 1012595 DE INC. ("**1012595**"), Monette Produce, LLC ("**Produce USA**"), and Monette Farms BC GP Ltd. ("**MF BC GP**", and collectively the "**Applicants**"), bring this application (the "**Application**") for, among other things:
 - a. an order (the "**SISP Approval Order**") pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**"), substantially in the form attached hereto as Schedule "B", among other things:
 - i. if necessary, abridging the time for service and deeming service of the Application and supporting materials to be good and sufficient;
 - ii. approving the sale and investment solicitation process (the "**SISP**") attached as Schedule "B" to the SISP Approval Order and authorizing and empowering the Applicants and FTI Consulting Inc. ("**FTI**") in its capacity as court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") to implement the SISP and to perform all steps and actions required of them pursuant to the

SISP;

- iii. providing that the Monitor shall incur no liability or obligation as a result of their engagement or the carrying out of their mandate under the SISP Approval Order, save and except for gross negligence or wilful misconduct on their part; and
 - iv. approving the expedited sale approval and vesting order process (the "**Expedited SAVO Process**") in relation to the sale of real property assets owned by the Group and located in the Provinces of British Columbia, Saskatchewan, and Manitoba (collectively, the "**Canadian Lands**"), where the proposed aggregate purchase price of each sale is equal to or less than \$30 million;
- b. an order (the "**Stay Extension Order**"), substantially in the form attached hereto as Schedule "C", among other things:
- i. if necessary, abridging the time for service and deeming service of the Application and supporting materials to be good and sufficient; and
 - ii. extending the Stay Period (as defined in the ARIO) from June 19, 2026, up to and including November 13, 2026, or such other date this Honourable Court deems appropriate (the "**Stay Extension**"); and
- c. such further and other relief as this Honourable Court deems just.

Grounds for making this application:

2. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the ARIO or the Third Monette Affidavit, sworn June 1, 2026, (the "**Third Monette Affidavit**"), as applicable.
3. On April 21, 2026, the Applicants obtained protection from their creditors under the CCAA pursuant to an initial order (the "**Initial Order**") of the Court of King's Bench of Alberta (the "**Court**"). The ARIO was pronounced on May 1, 2026, which, among other things:
 - a. appointed FTI as the Monitor of the Group's (as defined herein) assets, undertakings and properties (collectively, the "**Property**"), the Group's business (the "**Business**"), and financial affairs of the Group in these CCAA proceedings;
 - b. declared that Monette Farms Land LP, Monette Farms Land II LP, and Monette Farms BC LP (collectively, the "**Non-Applicant Stay Parties**", and together with the

Applicants, the "**Group**") shall have the same benefits and the same protections and authorizations provided to the Applicants in the ARIO and all of their property and business shall be deemed to be included within the Property and Business of the Applicants, notwithstanding that the Non-Applicant Stay Parties are not "companies" within the meaning of the CCAA;

- c. stayed all claims, proceedings and remedies taken or that might be taken in respect of the Group, the Property, the Business, the Monitor, and either of their respective directors and officers, except with leave of the Court, until June 19, 2026;
 - d. granted a charge in favour of the Monitor, its counsel and the Syndicate's Financial Advisor for professional fees incurred up to the amount of \$1,500,000 (the "**Administration Charge**") in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or other lien of whatever nature against the Property;
 - e. authorized the Group to carry on business in a manner consistent with the preservation of the Business and Property; and
 - f. approved a debtor-in-possession ("**DIP**") financing facility (the "**DIP Facility**") provided by The Bank of Nova Scotia in its capacity as DIP agent (the "**DIP Agent**") and the members of the Syndicate (in such capacity, the "**DIP Lenders**"), authorized the Group to borrow from the DIP Lenders a maximum amount of \$90 million, in accordance with the terms of the Term Sheet (as defined in the ARIO) and created a related \$95 million charge to secure the DIP Facility (the "**DIP Lenders' Charge**") in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or other lien of whatever nature against the Property except for the Administration Charge.
4. Since the granting of the ARIO, the Group, in close consultation and with the assistance of the Monitor, has been working in good faith and with due diligence to:
- a. stabilize their businesses and operations;
 - b. engage with its suppliers, vendors, employees, contractual counter parties, regulatory authorities, and other stakeholders regarding these CCAA proceedings, the Business, and various other issues;
 - c. draw down under the DIP Facility an additional \$20,500,000 on May 6, and \$5,500,000 on May 22 in accordance with the Cash Flow Projection appended to the Second

Report of the Monitor, to be filed (the "**Cash Flow Projection**") to fund ongoing operations;

- d. dispose of cattle and use the proceeds to entirely repay the amounts owing to Farm Credit Canada under the FCC Loan Agreement;
- e. work with US counsel to the Foreign Representative (as defined herein) to continue the Chapter 15 Case (as defined herein);
- f. engage an independent contractor to act as financial liaison in these CCAA proceedings, oversee the Group's compliance with the Term Sheet, and provide strategic support on operations, working capital management, and asset monetization initiatives;
- g. develop the SISP, in consultation with the Monitor, the DIP Agent and the Existing Senior Secured Agent (as defined in the Term Sheet, and together with the DIP Agent, the "**Lender Agent**");
- h. proceed with identifying and initiating the engagement of licensed real estate brokers in accordance with the SISP (the "**Property Brokers**"); and
- i. respond to various correspondence regarding interest of various third parties in purchasing portions of the Group's Property prior to the commencement of the SISP.

Chapter 15 Case

5. On April 21, 2026, the Monitor, as foreign representative of the Group (in such capacity, the "**Foreign Representative**"), initiated proceedings in the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**") under chapter 15 of Title 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**"), on behalf of the Group (the "**Chapter 15 Case**").
6. On April 24, 2026, the US Bankruptcy Court entered an order, among other things, provisionally recognizing the Initial Order, granting liens under the Bankruptcy Code on the Applicants' property located in the United States for the benefit of the DIP Lenders, and recognizing the Monitor as Foreign Representative.
7. On May 13, 2026, the US Bankruptcy Court granted an order under the Bankruptcy Code which, among other things, (a) recognized the Monitor as Foreign Representative, (b) recognized this CCAA proceeding as a foreign main proceeding pursuant to sections 1515, 1517 and 1520 of the Bankruptcy Code, and (c) recognized and enforced the Initial Order and ARIO in the US (the "**Recognition Order**").

RELIEF SOUGHT

SISP Approval Order

Approval of SISP

8. The SISP is intended to solicit interest in and opportunities for one or more transactions, including:
(i) a sale of all or part of the Property (a "**Sale Proposal**"); (ii) a purchase of specific real property assets (a "**Land Purchase Proposal**"); (iii) an investment in, or restructuring or recapitalization of, the Business (an "**Investment Proposal**"); or (iv) a refinancing of the Applicants' senior secured indebtedness (a "**Refinancing Proposal**"), or some combination thereof (each a "**Transaction**").
9. The SISP was developed with the assistance of the Monitor, in consultation with the Lender Agent, taking into account the financial circumstances of the Group. The SISP sets out the structure, including milestones and criteria, for which the Monitor, in consultation with the Group, applicable Property Brokers and Lender Agent, will market and solicit interest and/or offers to purchase the Property or enter into a Transaction.
10. The SISP is conceptually divided into two parts: Land Purchase Proposals related to the Group's real property and the other proposals. Land Purchase Proposals will principally be driven by Property Brokers and will relate to farmland sold as a working farm. Sale Proposals, Investment Proposals and Refinancing Proposals will involve broader Transactions. In accordance with the SISP, the Monitor will prepare and distribute a teaser letter, non-disclosure agreement ("**NDA**") and confidential information memorandum, and establish and administer an electronic data room (the "**Data Room**") to provide due diligence materials to qualified potential bidders. It is contemplated that only bidders making Sale Proposals, Investment Proposals or Refinancing Proposals will seek access to the Data Room, with bidders making Land Purchase Proposals interfacing directly with the Monitor or the Property Brokers. While those making Land Purchase Proposals are entitled to access the Data Room, the Group does not anticipate they will necessarily do so.
11. The proposed SISP contemplates the following milestone dates:
 - a. commencement date of June 29, 2026;
 - b. on June 29, 2026, the teaser letter and NDA will be sent to all Known Potential Bidders (as defined in the SISP);
 - c. bidders are encouraged to submit bids as soon as possible but no bids may be submitted after October 15, 2026 (the "**Binding Bid Deadline**");
 - d. Successful Bids (as defined below) will be selected on an ongoing basis, and the Group shall seek approval of any successful bids by no later than:

- i. October 31, 2026, with respect to Successful Bids submitted prior to or on September 1, 2026; and
 - ii. the SISP Termination Date (as defined herein), with respect to Successful Bids submitted between September 2, 2026, and the Binding Bid Deadline; and
 - e. the SISP will terminate upon the earlier of (the "**SISP Termination Date**"):
 - i. 11:59 p.m. on the date after the Group fully repays the DIP Obligations and Existing Senior Secured Obligations (each as defined in the Term Sheet); and
 - ii. 12:00 p.m. on November 30, 2026, or such later time as may be extended upon written consent of the Monitor and Lender Agent.
- 12. The milestones in the SISP comply with the milestones set out in the Term Sheet, and the various deadlines therein may be extended at the discretion of the Monitor, in consultation with the Group and applicable Property Brokers, and with the prior written consent of the Lender Agent.
- 13. Key terms of the SISP include, among others:
 - a. the SISP shall be overseen by the Monitor, with the assistance of the Group and the applicable Property Brokers;
 - b. the SISP involves the Monitor, in consultation with the Group, the applicable Property Brokers, the Lender Agent and the Syndicate's Financial Advisor, preparing a teaser letter and information regarding the SISP, and preparing and hosting the Data Room with information deemed relevant to the Opportunity (as defined in the SISP);
 - c. Potential Bidders (as defined in the SISP) seeking to submit Sale Proposals, Investment Proposals or Refinancing Proposals must execute a NDA and submit an interest letter in accordance with the SISP, whereas prospective purchasers submitting Land Purchase Proposals are not required to execute an NDA unless they request access to the Data Room;
 - d. Successful Bidders (as defined in the SISP) for Land Purchase Proposals will be required to provide a deposit of not less than 5% of the purchase price (or, in the case of an Investment Proposal, as otherwise set out in the SISP), to be held by the Monitor in accordance with the SISP;
 - e. any transaction shall occur on an "as is, where is" basis;

- f. Binding Bids must comply with the requirements set out in the SISP, including being irrevocable, accompanied by evidence of financial capability, not conditional on further due diligence, and delivered in the form of a definitive transaction agreement;
 - g. Binding Bids will be evaluated by the Monitor, in consultation with the Group, the applicable Property Brokers and the Lender Agent, having regard to factors including price, in the case of Saskatchewan and Manitoba property whether the bidder is eligible to own land under the *Saskatchewan Farm Security Act* (Saskatchewan) and the *Farm Lands Ownership Act* (Manitoba), certainty of closing, financial capacity of the bidder, transaction structure, timing, and overall stakeholder impact;
 - h. the Monitor, with the consent of the Group and the Lender Agent, and in consultation with the applicable Property Brokers, may designate Binding Bids that comply with the requirements of the SISP as "**Qualified Bids**";
 - i. any Qualified Bids determined by the Monitor, with the consent of the Lender Agent and the Group, as successful bids shall be a "**Successful Bid**";
 - j. in the event that the Monitor does not receive consent from each of the Lender Agent and the Group as to whether any bid should be designated as a Qualified Bid or a Successful Bid, the Monitor shall file one or more reports with the Court setting out its findings, conclusions and recommendations in respect of such bid; and
 - k. subject to Court approval, the Group and the Monitor shall facilitate closing of the transactions contemplated by any Successful Bids on a rolling basis.
14. The SISP is commercially reasonable and fair in the circumstances for the following reasons, among others:
- a. the SISP provides a fair and transparent process, and the proposed timelines to market and solicit transactions are appropriate given the size and nature of the Property and the Business;
 - b. the SISP provides sufficient procedures and timelines to ensure that interested parties demonstrate both the willingness and ability to consummate transactions, while not being so burdensome to discourage participation;
 - c. the broad flexibility of the SISP allows the Monitor to solicit the highest value available for the Property and Business and to use the proceeds of those transactions to repay the indebtedness owed to the Syndicate for the benefit of all stakeholders;
 - d. the Monitor, the DIP Lenders and Syndicate are supportive of the proposed SISP; and

- e. the SISP will be administered by the Monitor, with the assistance of the Group and the applicable Property Brokers. In addition, the Monitor will require the prior written consent and approval of the Lender Agent in connection with certain material decisions related to the SISP, including Property Broker selection, listing prices, designation of Qualified Bids and Successful Bid, extensions of SISP deadlines, waivers of Binding Bid requirements, and the amendment, modification, suspension or termination of the SISP.
15. The SISP further contemplates that the Group engage Property Brokers on terms and conditions satisfactory to the Monitor and the Lender Agent by no later than June 15, 2026.
16. The Group has a large real estate portfolio across a diverse geographic market, which will benefit from specialized local knowledge of a Property Broker in each jurisdiction. Accordingly, the engagement of Property Brokers is necessary and appropriate in the circumstances as it will improve the efficiency and integrity of the sale process, increase exposure of the underlying assets to a wider pool of qualified parties, and thereby maximize recoveries for the benefit of stakeholders.
17. The process for selecting and retaining the Property Brokers, including the terms of their engagement, will be undertaken in consultation with, and subject to the approval of, the Monitor and the Lender Agent to ensure that such engagement is commercially reasonable and aligned with the overarching restructuring objectives.
18. Accordingly, the SISP is reasonable in the circumstances and provides an opportunity to achieve successful Transactions and maximize returns for the benefit of the Group's stakeholders.

Expedited SAVO Process

19. It is critical that the sale of any real property under the SISP be administered and supervised by the Court in an orderly, efficient and cost-effective manner.
20. The Expedited SAVO Process is designed to reduce the instances of oral hearings required while also ensuring that all sales are subject to ongoing court supervision. The Applicants propose a framework that will enable certain Successful Bids with a sale price below a certain monetary threshold to be sanctioned by a Justice without the need for the Applicants to prepare for and attend an additional oral hearing. Instead, the Expedited SAVO Process contemplates that any purchase and sale agreement (a "**Purchase and Sale Agreement**") for the proposed sale of one or more of the Canadian Lands at an aggregate purchase price equal to or less than \$30 million per transaction (the "**Expedited Transaction**") will be approved by subsequent desk applications to a Justice from time to time. The Lender Agent and Monitor will be required to provide written approval of every Expedited Transaction before it can be subject to the Expedited SAVO Process.

21. The Group owns approximately 274,000 acres of land across the provinces of Alberta, Saskatchewan, Manitoba, and British Columbia, and the States of Montana, Colorado, and Arizona. In light of the number of real property assets held by the Group and given the relatively modest value of the Expedited Transactions contemplated under the Expedited SAVO Process relative to the value of the Group's real estate portfolio, a full oral hearing for each individual sale would be economically inefficient and, in the circumstances of any application for an Expedited SAVO (an "**Expedited SAVO Application**"), disproportionate to the value of the underlying transaction. The Expedited SAVO Process is intended to preserve the net value realized from the Expedited Transaction to ensure maximal proceeds can be used to continue operations and repay debts, as opposed to paying professional fees.
22. The proposed Expedited SAVO Process has been implemented by this court on previous occasions. In this case, the protocol is supported by the Group's primary and first-ranking secured creditors with registered security against the Canadian Lands, the DIP Lenders and the Syndicate. Based on review of the Canadian Lands' titles, the Group does not expect many, if any, encumbrances with material interests ranking behind the Syndicate on the Canadian Lands. Nevertheless, the Expedited SAVO Process contains mechanisms to ensure that affected third parties and creditors with interests in the underlying Canadian Lands subject to the Expedited Transaction will have sufficient opportunity to raise objections. Each Expedited SAVO Application will be served on holders of Subsequent Encumbrances and any leasehold interest holders whose interest is proposed to be terminated or discharged. This ensures that all interested parties receive appropriate notice, an opportunity to protect their interests and does not materially prejudice any stakeholder. Each Expedited SAVO Application will set out a distribution waterfall for the proceeds of the applicable Expedited Transactions.
23. The Expedited SAVO Process will facilitate the timely completion of the Expedited Transactions by reducing administrative burden, legal costs, and demands on Court resources. This streamlined process will enable Expedited Transactions to close more efficiently and at lower cost, thereby maximizing recoveries for the benefit of the Applicants' stakeholders.

Stay Extension Order

24. The Stay Period expires on June 19, 2026.
25. The Applicants are seeking to extend the Stay Period to and including November 13, 2026, or such later date as this Court may order. The Stay Extension is necessary and appropriate in the circumstances to provide the Group with the time required to: (i) continue with the growing and harvesting season without any disruption of enforcement obligations; and (ii) assist the Monitor with the commencement and continuation of the SISP, with the assistance of the applicable Property Brokers, if approved by the Court.

26. Since the granting of the ARIO, the Group has acted and is continuing to act in good faith and with due diligence in these CCAA proceedings.
27. With the continued use of the Cash Management System and DIP Facility, the Group has sufficient liquidity to operate through the proposed Stay Extension, as demonstrated by the Cash Flow Projection.
28. The Group and their stakeholders will benefit from the Stay Extension.

FURTHER GROUNDS

29. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

30. First Affidavit of Darrel Noel Monette, sworn April 17, 2026, filed;
31. Confidential Affidavit of Darrel Noel Monette, sworn April 17, 2026, filed;
32. Pre-Filing Report of FTI as the proposed Monitor dated April 19, 2026;
33. Second Affidavit of Darrel Noel Monette, sworn April 28, 2026, filed;
34. Amended and Restated Initial Order granted by the Honourable Justice M.H. Bourque on May 1, 2026;
35. Third Affidavit of Darrel Noel Monette, sworn June 1, 2026, to be filed;
36. Second Report of the Monitor, to be filed; and
37. such further and other materials and evidence as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

1. *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended;
2. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;
3. *Personal Property Security Act*, SS 1993, c P-6.2 (Saskatchewan);
4. *Personal Property Security Act*, RSA 2000, c P-7 (Alberta);
5. *Personal Property Security Act*, CCSM, c P35 (Manitoba);
6. *Personal Property Security Act*, RSBC 1996, c 359 (British Columbia);

7. *Land Titles Act*, SS 2000 c L-51 (Saskatchewan);
8. *Land Titles Act*, RSBC 1996, c 250 (British Columbia);
9. *Real Property Act*, CCSM c. R30 (Manitoba);
10. Bankruptcy and Insolvency General Rules, CRC, c 368;
11. *Alberta Rules of Court*, Alta. Reg. 124/2010, including Part 3, Division 2, Subdivision 1, rules 1.2, 1.3, 3.2(2)(d), 3.8, 6.3(1), 6.9, 11.27 and 13.5; and
12. such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

Schedule A

COURT FILE
NUMBER 2601-07148

COURT COURT OF KING'S BENCH OF ALBERTA

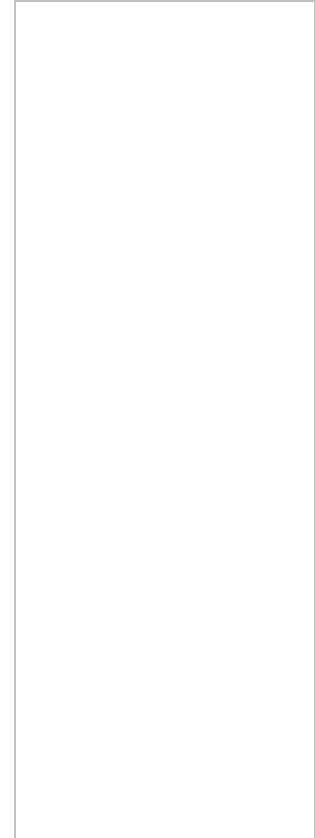
JUDICIAL CENTRE CALGARY

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FARMS LAND II GP LTD., AND MONETTE
FARMS BC GP LTD.

DOCUMENT **SERVICE LIST**
(Updated as of May 29, 2026)



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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
<p>THE BANK OF NOVA SCOTIA, AS AGENT The Bank of Nova Scotia GWO Loan Operations 150 King Street West, 6th Floor Toronto, Ontario M5H 1J9</p> <p>And</p> <p>GLOBAL LOAN SYNDICATIONS – AGENCY SERVICES 40 Temperance Street, 6th Floor Toronto, Ontario M5H 0B4</p> <p>And</p> <p>6th Floor, 150 King Street West Toronto, Ontario M5H 1J9</p> <p>Manager corporatelending.agencyops@scotiabank.com</p> <p>Head of Agency Services agency.services@scotiabank.com</p> <p>Rocco Fabiano Rocco.fabiano@scotiabank.com</p> <p>Justin Mitges Justinl.mitges@scotiabank.com</p> <p>James Cook James.cook@scotiabank.com</p>	<p>Email</p>	<p><i>Agent for the Syndicate under the Senior Facilities Agreement</i></p>
<p>MCMILLAN LLP 421 7 Ave SW Suite 1700 Calgary, AB T2P 4K9</p> <p>Wael Rostom Wael.rostom@mcmillan.ca</p> <p>Adam Maerov Adam.maerov@mcmillan.ca</p> <p>Christopher Keliher Christopher.keliher@mcmillan.ca</p> <p>Andrew McFarlane Andrew.mcfarlane@mcmillan.ca</p> <p>Spencer Klug Spencer.klug@mcmillan.ca</p>	<p>Email</p>	<p><i>Counsel to the SFA Agent and the Syndicate</i></p>

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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<p>JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 Grimsby, Ontario L3M 4H5</p> <p>WatsonSteveA@JohnDeere.com</p> <p>SzymusiakRyanF@JohnDeere.com</p>	<p>Email</p>	<p><i>Lessor and creditor of Applicants</i></p>
<p>STOCKMEN'S FINANCIAL LTD. P.O. Box 5723 STN Main Lacombe, Alberta T4L 1X3</p> <p>gjenna@stockmens.ca</p>	<p>Email</p>	<p><i>Secured Creditor</i></p>
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101076904 SASK. LTD. HWY 10 E, BOX 1059 Yorkton, Saskatchewan S3N 2X3 and 36-4 th Avenue North, Yorkton, Saskatchewan S3N 2V7	Registered Mail	<i>Secured Creditor</i>
RDO EQUIPMENT 700 7 th Street South Fargo, ND 58103 USA	Courier	<i>Secured Creditor</i>
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CHS CAPITAL, LLC DBA CHSC MN AMINNESOTA LLC 5500 Cenex Drive Inver Heights, MN 5507 USA	Courier	<i>Secured Creditor</i>

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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LIVESTOCK SERVICES OF SASKATCHEWAN (Saskatchewan) 2365 13th Avenue Regina Sask, S4P 0V8 brands@lssc.ca	Email	<i>Interested party</i>
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<p>McCUAIG DESROCHERS LLP 1801, 10088 – 102 Avenue NW Edmonton, AB T5J 2Z1</p> <p>Shaun D. Wetmore swetmore@mccuaig.com service@mccuaig.com</p>	Email	<i>Counsel for The Little Potato Company Ltd.</i>
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<p>HARVESTGUARD AGRONOMY LTD.</p> <p>Bing Wang bing@ptccyvr.com</p>	Email	<i>Interested Party</i>
<p>McKERCHER LLP Barristers & Solicitors 500, 211 – 19 Street Ease Saskatoon, SK S7K 5R6</p> <p>Janine L. Lavoie j.lavoie@mckercher.ca</p>	Email	<i>Counsel for CNH Industrial Capital Canada Ltd.</i>
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<p>GOWLING WLG (CANADA) LLP 1600, 421 – 7 Avenue SW Calgary, AB T2P 4K9</p> <p>Tom Cumming Tom.cumming@gowlingswlg.com</p> <p>Zafar Jaffer Zafar.jaffer@gowlingwlg.com</p>	<p>Email</p>	<p><i>Counsel to PIP Lethbridge Inc.</i></p>
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GOVERNMENT AGENCIES	METHOD OF DELIVERY	ROLE/INTEREST
<p>Edmonton, AB T5H 0E7</p> <p>George F. Body George.Body@justice.gc.ca</p> <p>Kasydi Mack Kasydi.Mack@justice.gc.ca</p>		Revenue Agency
<p>CANADA REVENUE AGENCY Surrey National Verification and Collection Centre 9755 King George Boulevard Surrey BC V3T 5E1</p> <p>Fax: 1.833.697.2389</p>	Courier	Potential Interested Party
<p>OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA</p> <p>CCAA Team Osbccaa-laccbsf@ised-isde.gc.ca</p>	Email	<i>Interested Party</i>
<p>SASKATCHEWAN CROP INSURANCE CORPORATION Box 3000 484 Prince William Drive Melville, Saskatchewan S0A 2P0</p>	Courier	<i>Interested Party</i>
<p>CANADIAN GRAIN COMMISSION Prairie Regional Office – Edmonton c/o Department of Justice Epcor Tower, Suite 300 10423 – 101 Street NW Edmonton, Alberta T5H 0E7</p> <p>and</p> <p>Licensing and Security 100-303 Main Street Winnipeg, Manitoba R3C 3G8</p> <p>licence@grainscanada.gc.ca</p>	Email	<i>Interested Party</i>
<p>MINISTRY OF THE ATTORNEY GENERAL (BRITISH COLUMBIA) Legal Services Branch Ministry of Attorney General PO Box 9280 Stn Prov Govt Victoria, BC, V8W 9J7</p> <p>Andrea Glen AGLSBRevTaxInsolvency@gov.bc.ca</p>	Email	<i>Interested Party</i>

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<p>BRITISH COLUMBIA SURFACE RIGHTS BOARD 1270 - 605 Robson Street Vancouver, BC V6B 5J3</p> <p>office@surfacerightsboard.bc.ca</p>	Email	<i>Interested Party</i>
<p>BRITISH COLUMBIA MINISTRY OF AGRICULTURE AND FOOD Honourable Lana Popham Minister of Agriculture and Food PO Box 9043 Stn Prov Govt Victoria, BC V8W 9E2</p> <p>AF.Minister@gov.bc.ca</p>	Email	<i>Interested Party</i>
<p>ALBERTA MINISTRY OF AGRICULTURE AND IRRIGATION c/o Alberta Justice 2nd flr, 10011 – 109 Street NW Edmonton, AB T5J 3S8</p> <p>jsg.servicehmk@gov.ab.ca</p>	Email	<i>Interested Party</i>
<p>SASKACHEWAN MINISTRY OF AGRICULTURE</p> <p>Honourable David Marit Minister of Agriculture</p> <p>Room 334, 2405 Legislative Drive, Regina, SK, S4S 0B3</p> <p>ag.minister@gov.sk.ca</p>	Email	<i>Interested Party</i>
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<p>CANADIAN FOOD INSPECTION AGENCY National Headquarters</p>	Email	<i>Interested Party</i>

GOVERNMENT AGENCIES	METHOD OF DELIVERY	ROLE/INTEREST
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Schedule "B"

COURT FILE NUMBER 2601-07148
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, RSC 1985, c
C-36, as amended

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
MONETTE FARMS LTD., MONETTE FARMS
ONTARIO CORP., NEXGEN SEEDS LTD.,
MONETTE PRODUCE LTD., MONETTE SEEDS
LTD., MONETTE LAND CORP., DMO HOLDINGS
LTD., DMO HOLDINGS USA, INC., MONETTE
SEEDS USA, LLC, MONETTE FARMS ARIZONA,
LLC, MONETTE FARMS USA, INC., 1012595 DE
INC., MONETTE PRODUCE, LLC, GOAT'S PEAK
WINERY LTD., MONETTE FARMS BC LTD.,
MONETTE FARMS LAND GP LTD., MONETTE
FARMS LAND II GP LTD., AND MONETTE FARMS
BC GP LTD.

APPLICANTS

MONETTE FARMS LTD., MONETTE FARMS
ONTARIO CORP., NEXGEN SEEDS LTD.,
MONETTE PRODUCE LTD., MONETTE SEEDS
LTD., MONETTE LAND CORP., DMO HOLDINGS
LTD., DMO HOLDINGS USA, INC., MONETTE
SEEDS USA, LLC, MONETTE FARMS ARIZONA,
LLC, MONETTE FARMS USA, INC., 1012595 DE
INC., MONETTE PRODUCE, LLC, GOAT'S PEAK
WINERY LTD., MONETTE FARMS BC LTD.,
MONETTE FARMS LAND GP LTD., MONETTE
FARMS LAND II GP LTD., AND MONETTE FARMS
BC GP LTD.

DOCUMENT

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY
FILING THIS
DOCUMENT

ORDER RE APPROVAL OF SISP AND EXPEDITED SAVO PROCESS

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File No.: 063030-01

Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel

DATE ON WHICH ORDER WAS PRONOUNCED: June 12, 2026
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice R.W. Armstrong
LOCATION OF HEARING: Calgary, Alberta

UPON the application (the “**Application**”) of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat’s Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the “**Applicants**”) for an order, among other things: (i) approving the SISP; and (ii) approving an expedited sale approval and vesting order process; **AND UPON** having read the Application; the Affidavit of Darrel Noel Monette sworn April 17, 2026; the Confidential Affidavit of Darrel Noel Monette sworn April 17, 2026; the Second Affidavit of Darrel Noel Monette, sworn April 28, 2026; the Third Affidavit of Darrel Noel Monette, sworn June 1, 2026; and the Affidavit of Service of Angeline Gagnon, sworn [●], 2026; **AND UPON** reviewing the Initial Order granted by the Honourable Justice C.M. Jones in these proceedings on April 21, 2026; and the Amended and Restated Initial Order granted by the Honourable Justice M.H. Bourque in these proceedings on May 1, 2026 (the “**ARIO**”); **AND UPON** reading the Pre-Filing Report of FTI Consulting Canada Inc. (in its capacity as court-appointed monitor, the “**Monitor**”) dated April 20, 2026; the First Report of the Monitor dated April 29, 2026; and the Second Report of the Monitor dated [●], 2026; **AND UPON** hearing the submissions of counsel for the Applicants, and anyone else appearing for any other person on the service list;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application for this Order is hereby abridged and deemed good and sufficient and this Application is properly returnable today.

DEFINED TERMS

2. Capitalized terms have the same meaning as in the ARIO or the SISP attached as Schedule “B” to this Order unless otherwise defined.
3. For the purposes of this Order:
 - (a) “**Applicants**” has the meaning ascribed to it in the preamble;
 - (b) “**ARIO**” has the meaning ascribed to it in the preamble;
 - (c) “**Canadian Lands**” means any real property legally or beneficially owned by any of the Group and located anywhere in Canada, except for those located in the province of Alberta;
 - (d) “**Court**” means the Court of King’s Bench of Alberta;

- (e) **"DIP Agent"** has the meaning ascribed to it in the Term Sheet;
- (f) **"Encumbrances"** means any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing, any encumbrances or charges created by the ARIO or any other order of the Court in these Proceedings, any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), the *Personal Property Security Act* (British Columbia), *The Personal Property Security Act* (Saskatchewan), *The Personal Property Security Act* (Manitoba), or any other personal property registry system or any liens or claims of lien under the *Prompt Payment and Construction Lien Act* (Alberta), the *Builders Lien Act* (British Columbia), *The Builders' Lien Act* (Saskatchewan) or *The Builders' Lien Act* (Manitoba);
- (g) **"Encumbrance Record Date"** means June [●], 2026;
- (h) **"Existing Senior Secured Lenders"** has the meaning ascribed to it in the Term Sheet;
- (i) **"Existing Senior Secured Credit Agreement"** has the meaning ascribed to it in the Term Sheet;
- (j) **"Expedited SAVO"** has the meaning ascribed to it in paragraph 11;
- (k) **"Expedited SAVO Application"** has the meaning ascribed to it in paragraph 11;
- (l) **"Expedited SAVO Application Materials"** has the meaning ascribed to it in paragraph 13;
- (m) **"Expedited SAVO Process"** has the meaning ascribed to it in paragraph 9;
- (n) **"Expedited Transaction"** has the meaning ascribed to it in paragraph 9;
- (o) **"Group"** means the Applicants together with Monette Farms Land LP, Monette Farms Land II LP, and Monette Farms BC LP;
- (p) **"Leasehold Interest"** means any interest in the Canadian Lands held by a tenant under a lease evidenced by registrations pursuant to the *Land Titles Act* (Alberta), *The Land Titles Act, 2000* (Saskatchewan), *The Real Property Act* (Manitoba), *Land Title Act* (British Columbia) or any other real property registry system;

- (q) **"Leasehold Interest Holder"** means any holder of a Leasehold Interest;
- (r) **"Lender Agent"** means The Bank of Nova Scotia, in its capacities as DIP Agent and Existing Senior Secured Agent;
- (s) **"Monitor"** has the meaning ascribed to it in the preamble;
- (t) **"Proceedings"** means the within proceedings commenced in the Court under Court File No. 2601-07148;
- (u) **"Property"** shall have the meaning ascribed to it in paragraph 6;
- (v) **"Property Broker"** means a licensed real estate broker engaged by the Group in accordance with the SISP;
- (w) **"PSA"** has the meaning ascribed to it in paragraph 9;
- (x) **"Sale Endorsement Certificate"** has the meaning ascribed to it in paragraph 10;
- (y) **"SAVO Application Reply Materials"** has the meaning ascribed to it in paragraph 13;
- (z) **"Service List"** means the service list created in the Proceedings as at the Encumbrance Record Date attached as Schedule "A" to this Order;
- (aa) **"SISP"** means sale and investment solicitation process attached as Schedule "B" to this Order;
- (bb) **"Subsequent Encumbrance"** means an Encumbrance registered against the Certificate of Title to Canadian Lands which is the subject of an Expedited SAVO Application after the Encumbrance Record Date;
- (cc) **"Subsequent Encumbrance Holder"** means the holder of a Subsequent Encumbrance;
- (dd) **"Successful Bid"** has the meaning ascribed to it in the SISP;
- (ee) **"Term Sheet"** means the debtor-in-possession financing term sheet attached as Appendix "C" to the Pre-Filing Report of the Proposed Monitor dated April 18, 2026; and
- (ff) **"Transaction"** has the meaning ascribed to it in paragraph 6.

APPROVAL OF SALE AND INVESTMENT SOLICITATION PROCESS

4. The SISP (in substantially the form attached as Schedule "B" hereto) is hereby approved, and the Group and Monitor are hereby empowered and authorized to conduct and implement the SISP and do all things that are reasonably necessary to conduct and give full effect to the SISP and carry out their obligations thereunder, including taking any additional steps or executing additional documents as may be necessary or desirable to carry out and complete the SISP.
5. The Property Brokers and Monitor shall incur no liability or obligation whatsoever to any person or party for any act or omission related to the SISP, except to the extent such act or omission is the result of gross negligence or wilful misconduct of the Property Brokers or the Monitor, as applicable.
6. In connection with the SISP and pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Monitor and/or the Applicants are authorized and permitted to disclose personal information of identifiable individuals to prospective purchasers or offerors and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more transactions (each a "**Transaction**") in keeping with the SISP. Each prospective purchaser or offeror to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to the Monitor; (ii) destroy all such information; or (iii) in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The purchaser of any Property (as defined in the SISP) shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Monitor, or ensure that other personal information is destroyed.

LENDER AGENT CONSENTS AND APPROVALS

7. As between the Lender Agent, the DIP Lenders and the Existing Senior Secured Lenders, where the consent or approval of the Lender Agent is required for any purpose under the SISP, the Lender Agent is hereby authorized to grant or withhold such consent or approval in its sole discretion, except as provided in paragraph **Error! Reference source not found.** below.
8. Notwithstanding paragraph 7 above, prior to granting or withholding its consent or approval in connection with the designation of any Successful Bid where the aggregate transaction value is equal to or greater than \$10,000,000, the Lender Agent shall obtain the prior approval of the Majority DIP Lenders (as defined in the Term Sheet) and the Majority of the Lenders (as defined in the Existing Senior Secured Credit Agreement).

EXPEDITED SALE APPROVAL AND VESTING ORDER PROTOCOL

9. Upon the designation of a Successful Bid pursuant to the SISP in respect of a proposed expedited transaction (the “**Expedited Transaction**”) for the sale of any of the Canadian Lands for an aggregate sale price equal to or less than \$30,000,000, and the entry by any entity in the Group into a purchase and sale agreement (each, a “**PSA**”) then upon the written consent of the Monitor and the Lender Agent, the Group and the Monitor shall be empowered and authorized to take the steps described below in paragraphs 10 to 19 hereof (the “**Expedited SAVO Process**”) in respect of the Expedited Transaction.
10. If the conditions set out in paragraph 9 of this Order are satisfied, the Monitor shall deliver to the Group (for filing by the Group with this Court) a certificate (the “**Sale Endorsement Certificate**”) substantially in the form appended to this Order as Schedule “C” hereto, whereby the Monitor:
 - (a) identifies any Subsequent Encumbrances registered against the Certificate(s) of Title to the real property to which the Sale Endorsement Certificate pertains;
 - (b) identifies any Leasehold Interests registered against the Certificate(s) of Title to the real property to which the Sale Endorsement Certificate pertains;
 - (c) certifies that the Expedited Transaction is a Land Purchase Proposal (as defined in the SISP) that has been designated as a Successful Bid and has been approved in writing by the Lender Agent; and
 - (d) certifies that the Expedited Transaction is a transaction for the sale of one or more of the Canadian Lands for an aggregate sale price equal to or less than \$30,000,000.
11. Upon the Groups’ receipt from the Monitor of a signed Sale Endorsement Certificate in respect of an Expedited Transaction, the Group shall be at liberty to file such signed Sale Endorsement Certificate (as applicable) with this Court in support of an application (the “**Expedited SAVO Application**”) by the Group for an expedited Sale Approval and Vesting Order in respect of the Expedited Transaction, substantially in the form of the Sale Approval and Vesting Order attached to this Order as Schedule D” hereto (the “**Expedited SAVO**”). In support of the Expedited SAVO Application, the Group shall have leave to file with this Court a copy of the PSA pertaining to the Expedited Transaction with the purchase price (or any information which allows the reader to calculate the purchase price, such as the amount of any deposit) redacted therefrom.

12. The Expedited SAVO Application:

- (a) subject to paragraphs 13 and 16 hereof, shall presumptively be a “without notice” application to take place without further notice to any party on the Service List other than the Monitor and the Lender Agent and without further notice to any party whose interests were registered against the Certificate(s) of Title to the real property to which the Expedited SAVO Application pertains (as of the Encumbrance Record Date);
- (b) subject to paragraph 13 and 16 hereof, shall be adjudicated by the Court as a “desk application”, without a hearing and by means of documents only, pursuant to Rule 6.9(1)(c) of the *Alberta Rules of Court*; and
- (c) shall be referred by the Calgary Commercial Coordinator for adjudication by the Honourable Justice R.W. Armstrong (subject to Justice R.W. Armstrong’s availability) or, in circumstances in which the Honourable Justice R.W. Armstrong is unavailable, to another Justice of this Court assigned to the Calgary or Edmonton Commercial List.

NOTICE TO HOLDERS OF SUBSEQUENT ENCUMBRANCES

- 13. In the event that a Subsequent Encumbrance is registered against the Certificate(s) of Title to the Canadian Lands which is the subject of an Expedited SAVO Application, then in addition to serving the Monitor and the Lender Agent in accordance with paragraph 12(a), the Group shall also serve any such Subsequent Encumbrance Holder with the Expedited SAVO Application and materials filed in support thereof, save and except for any confidential materials which the Group may seek to file with this Court on a redacted or sealed basis (collectively, the “**Expedited SAVO Application Materials**”). The Subsequent Encumbrance Holder(s) shall have seven days, from and after the date on which it is served with the Expedited SAVO Application Materials by the Group (the “**Service Date**”), within which to serve upon the Group, the Monitor, the Lender Agent and the Leasehold Interest Holder (if applicable) and to file with this Court materials in reply to the Expedited SAVO Application Materials (the “**SAVO Application Reply Materials**”).
- 14. In the event that a Subsequent Encumbrance Holder, having been served with the Expedited SAVO Application Materials, serves SAVO Application Reply Materials upon the Group, the Monitor, the Lender Agent and the Leasehold Interest Holder (if applicable) and files with this Court the SAVO Application Reply Materials on or before the seventh day following the Service Date, then such SAVO Application Reply Materials shall be considered by the Court in adjudicating the Expedited SAVO Application.
- 15. In the event that a Subsequent Encumbrance Holder, having been served with the Expedited SAVO Application Materials, fails, on or before the seventh day following the Service Date, to serve SAVO

Application Reply Materials upon the Group, the Monitor, the Lender Agent and the Leasehold Interest Holder (if applicable) and to file with this Court the SAVO Application Reply Materials, then the Expedited SAVO Application shall proceed to be adjudicated by the Court as a “desk application”, without a hearing and by means of documents only, pursuant to Rule 6.9(1)(c) of the *Alberta Rules of Court* and without further notice to such Subsequent Encumbrance Holder.

NOTICE TO HOLDERS OF LEASEHOLD INTERESTS

16. In the event that (i) a Leasehold Interest is registered against the Certificate(s) of Title to the Canadian Lands, which is the subject of an Expedited SAVO Application, and (ii) the Expedited SAVO Application seeks to discharge or terminate such Leasehold Interest, then in addition to serving the Monitor and the Lender Agent in accordance with paragraph 12(a), the Group shall also serve any such Leasehold Interest Holder with the Expedited SAVO Application Materials. The Leasehold Interest Holder shall have seven days, from and after the Service Date, within which to serve upon the Group, the Monitor, the Lender Agent and Subsequent Encumbrance Holder (if applicable) and to file with this Court any SAVO Application Reply Materials.
17. For greater certainty, the Group is not required to serve a Leasehold Interest Holder with the Expedited SAVO Application Materials unless the Expedited SAVO Application seeks to discharge or terminate the applicable Leasehold Interest.
18. In the event that a Leasehold Interest Holder, having been served with the Expedited SAVO Application Materials, serves SAVO Application Reply Materials upon the Group, the Monitor, the Lender Agent and Subsequent Encumbrance Holder (if applicable) and files with this Court the SAVO Application Reply Materials on or before the seventh day following the Service Date, then such SAVO Application Reply Materials shall be considered by the Court in adjudicating the Expedited SAVO Application.
19. In the event that a Leasehold Interest Holder, having been served with the Expedited SAVO Application Materials, fails, on or before the seventh day following the Service Date, to serve SAVO Application Reply Materials upon the Group, the Monitor, the Lender Agent and Subsequent Encumbrance Holder (if applicable) and to file with this Court the SAVO Application Reply Materials, then the Expedited SAVO Application shall proceed to be adjudicated by the Court as a “desk application”, without a hearing and by means of documents only, pursuant to Rule 6.9(1)(c) of the *Alberta Rules of Court* and without further notice to such Leasehold Interest Holder.

MISCELLANEOUS

20. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any

foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order, and to assist the Group, the Monitor, or any of their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Group and the Monitor as may be necessary or desirable to give effect to this Order or to assist the Group, the Monitor, or their respective agents in carrying out the terms of this Order.

21. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the Service List created in these Proceedings;
- (ii) any other person served with notice of the application for this Order; and
- (iii) any other parties attending or represented at the application for this Order; and

(b) posting a copy of this Order on the Monitor's website at:

<http://cfcanada.fticonsulting.com/MonetteFarms>,

and service on any other person is hereby dispensed with.

22. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Schedule A

COURT FILE
NUMBER 2601-07148

COURT COURT OF KING'S BENCH OF ALBERTA

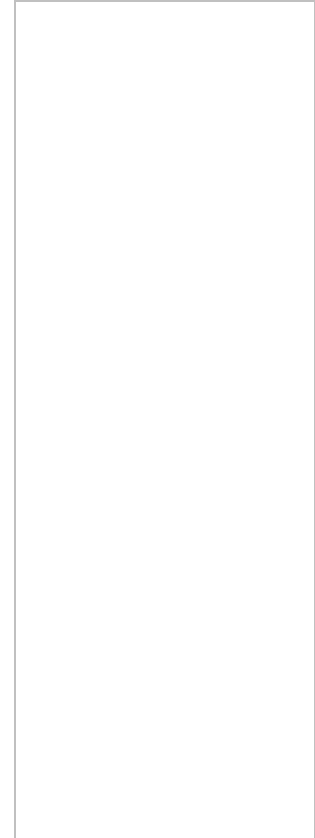
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, RSC 1985, c
C-36, as amended

AND IN THE MATTER OF THE COMPROMISE
OR PLAN OF ARRANGEMENT OF MONETTE
FARMS LTD., MONETTE FARMS ONTARIO
CORP., NEXGEN SEEDS LTD., MONETTE
PRODUCE LTD., MONETTE SEEDS LTD.,
MONETTE LAND CORP., DMO HOLDINGS LTD.,
DMO HOLDINGS USA, INC., MONETTE SEEDS
USA, LLC, MONETTE FARMS ARIZONA, LLC,
MONETTE FARMS USA, INC., 1012595 DE INC.,
MONETTE PRODUCE, LLC, GOAT'S PEAK
WINERY LTD., MONETTE FARMS BC LTD.,
MONETTE FARMS LAND GP LTD., MONETTE
FARMS LAND II GP LTD., AND MONETTE
FARMS BC GP LTD.

APPLICANTS MONETTE FARMS LTD., MONETTE FARMS
ONTARIO CORP., NEXGEN SEEDS LTD.,
MONETTE PRODUCE LTD., MONETTE SEEDS
LTD., MONETTE LAND CORP., DMO HOLDINGS
LTD., DMO HOLDINGS USA, INC., MONETTE
SEEDS USA, LLC, MONETTE FARMS ARIZONA,
LLC, MONETTE FARMS USA, INC., 1012595 DE
INC., MONETTE PRODUCE, LLC, GOAT'S PEAK
WINERY LTD., MONETTE FARMS BC LTD.,
MONETTE FARMS LAND GP LTD., MONETTE
FARMS LAND II GP LTD., AND MONETTE
FARMS BC GP LTD.

DOCUMENT **SERVICE LIST**
(Updated as of May 29, 2026)



PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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<p>JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 Grimsby, Ontario L3M 4H5</p> <p>WatsonSteveA@JohnDeere.com</p> <p>SzymusiakRyanF@JohnDeere.com</p>	<p>Email</p>	<p><i>Lessor and creditor of Applicants</i></p>
<p>STOCKMEN'S FINANCIAL LTD. P.O. Box 5723 STN Main Lacombe, Alberta T4L 1X3</p> <p>gjenna@stockmens.ca</p>	<p>Email</p>	<p><i>Secured Creditor</i></p>
<p>FARM CREDIT CANADA 1800 Hamilton Street, P.O. Box 4320 Regina, Saskatchewan S4P 4L3</p> <p>and</p> <p>12040 149 Street NW, 2nd Floor Edmonton, Alberta T5V 1P2</p> <p>lac@fcc.ca</p>	<p>Email</p>	<p><i>Secured Creditor</i></p>

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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<p>BRANDT TRACTOR LTD. P.O. Box 3856, Hwy #1 East Regina, Saskatchewan S4P 3R8</p>	Registered Mail	<i>Secured Creditor</i>
<p>MERIDIAN ONECAP CREDIT CORP 204 - 3185 Willingdon Green Burnaby, British Columbia V5G 4P3</p> <p>Client.Service@meridianonecap.ca</p>	Email	<i>Secured Creditor</i>
<p>DE LAGE LADEN FINANCIAL SERVICES CANADA INC. 5046 Mainway, Unit 1 Burlington, Ontario L7L 5Z1</p> <p>corporateca@dllgroup.com</p>	Email	<i>Secured Creditor</i>
<p>SWAN VALLEY CONSUMERS COOPERATIVE LIMITED. P.O. Box 1420, 811 Main Street E Swan River, Manitoba R0L 1Z0</p> <p>credit@swanvalleycoop.ca</p>	Email	<i>Secured Creditor</i>
<p>CANGAS PROPANE INC 70 24 Street E Saskatoon, Saskatchewan S7K 4B8</p> <p>Carla Ehman Ehman.c@cangaspropane.ca</p>	Email	<i>Secured Creditor</i>

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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101076904 SASK. LTD. HWY 10 E, BOX 1059 Yorkton, Saskatchewan S3N 2X3 and 36-4 th Avenue North, Yorkton, Saskatchewan S3N 2V7	Registered Mail	<i>Secured Creditor</i>
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CANARY SEED DEVELOPMENT COMMISSION OF SASKATCHEWAN PO Box 22125 RPO Wildwood Saskatoon, SK S7H 5P1 office@canaryseed.ca	Email	<i>Interested Party</i>
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OWNERSHIP IDENTIFICATION INC. (British Columbia) D2 1764 Kelly Douglas Road Kamloops, BC V2C 5S4 info@ownershipid.ca	Email	<i>Interested Party</i>
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GOVERNMENT AGENCIES	METHOD OF DELIVERY	ROLE/INTEREST
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<p>CANADIAN GRAIN COMMISSION Prairie Regional Office – Edmonton c/o Department of Justice Epcor Tower, Suite 300 10423 – 101 Street NW Edmonton, Alberta T5H 0E7</p> <p>and</p> <p>Licensing and Security 100-303 Main Street Winnipeg, Manitoba R3C 3G8</p> <p>licence@grainscanada.gc.ca</p>	Email	<i>Interested Party</i>
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GOVERNMENT AGENCIES	METHOD OF DELIVERY	ROLE/INTEREST
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<p>BRITISH COLUMBIA MINISTRY OF AGRICULTURE AND FOOD Honourable Lana Popham Minister of Agriculture and Food PO Box 9043 Stn Prov Govt Victoria, BC V8W 9E2</p> <p>AF.Minister@gov.bc.ca</p>	Email	<i>Interested Party</i>
<p>ALBERTA MINISTRY OF AGRICULTURE AND IRRIGATION c/o Alberta Justice 2nd flr, 10011 – 109 Street NW Edmonton, AB T5J 3S8</p> <p>jsg.servicehmk@gov.ab.ca</p>	Email	<i>Interested Party</i>
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SCHEDULE "B"

SALE AND INVESTMENT SOLICITATION PROCEDURES

Monette Farms Ltd. and Related Entities

INTRODUCTION

1. On April 21, 2026, the Court of King's Bench of Alberta (the "**Court**") granted an initial order (as may be amended and restated from time to time, the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1986, as amended (the "**CCAA**") in respect of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE Inc., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the "**Applicants**"). The Applicants, together with Monette Farms Land LP, Monette Farms Land II LP, and Monette Farms BC LP, form the "**Group**". The Initial Order, among other things, appointed FTI Consulting Canada Inc. as monitor (in such capacity, the "**Monitor**") of the Applicants. Capitalized terms used but not defined herein have the meaning ascribed to them in the Initial Order.
2. Pursuant to the Initial Order, the Group entered into a \$90 million debtor-in-possession financing term sheet (the "**Term Sheet**") with a syndicate of lenders (the "**DIP Lenders**") and The Bank of Nova Scotia, in its capacity as agent for the DIP Lenders (in such capacity, the "**DIP Agent**"). The Term Sheet set certain restructuring milestones, including the implementation of a sale and investment solicitation process (the "**SISP**").
3. On May 1, 2026, the Court granted an amended and restated initial order (the "**ARIO**").
4. On June 12, 2026, the Court granted an order (the "**SISP Approval Order**") which, among other things: (a) approved the SISP for the marketing and sale of, or investment in, all or substantially all of the Group's business and assets or any portion thereof (collectively, the "**Property**") in accordance with these sale and investment solicitation procedures (the "**SISP Procedures**"); (b) authorized the Monitor to conduct the SISP in consultation with the Group, the Property Brokers (as defined below), and The Bank of Nova Scotia, in its capacities as DIP Agent and Existing Senior Secured Agent (as defined in the Term Sheet) (in such capacities, together, the "**Agent**"); and (c) approved an expedited process for obtaining Court approval of certain Successful Bid(s) if certain conditions are met.
5. The SISP and the SISP Approval Order shall exclusively govern the process for soliciting and selecting bids for the sale of all, substantially all, or one or more portions of the Property, and for the restructuring, recapitalization, or refinancing of the Group and their business (each, a "**Transaction**"). The SISP herein sets out the manner in which: (a) binding offers for executable Transactions involving the business and/or all, substantially all or any portion of the Property of the Group will be solicited from interested parties (the "**Opportunity**"); (b) any such offers received will be addressed; (c) any Successful Bid (as defined below) will be selected; and (d) Court approval of any Successful Bid will be sought.
6. The SISP will be conducted by the Monitor in the manner set forth herein and in accordance with the SISP Approval Order. In the event of any disagreement as to the

interpretation or application of the SISP, the Court will have exclusive jurisdiction to hear and resolve such dispute.

OPPORTUNITY

7. The Opportunity may include one or more of a refinancing, restructuring, recapitalization, or other form of reorganization of the business and affairs of the Group as a going concern, or a sale of all, substantially all, or one or more portions of the Property as a going concern or otherwise. In particular, interested parties may submit proposals to:
 - (a) acquire all or substantially all or a portion of the Property other than any Brokered Property subject to a Land Purchase Proposal (a “**Sale Proposal**”);
 - (b) acquire all, substantially all or a portion of any Brokered Property (a “**Land Purchase Proposal**”);
 - (c) make an investment in the business of the Group, which may include a restructuring, recapitalization, or other form of reorganization of the business and affairs of the Group as a going concern, together with a plan of compromise or arrangement pursuant to the CCAA (an “**Investment Proposal**”); or
 - (d) propose a refinancing of all obligations and liabilities owing by the Group under the Existing Senior Secured Credit Agreement and any other funded indebtedness (each, a “**Refinancing Proposal**”).
8. The Monitor, with the assistance of the Group and the applicable Property Brokers, intends to provide all qualified interested parties with an opportunity to participate in the SISP.

PROPERTY AND LISTING ARRANGEMENTS

9. The Property includes farmland, agricultural operations, seed processing facilities, produce operations, cattle ranching operations, and related assets located across the provinces of Saskatchewan, Manitoba, and British Columbia, and the states of Montana, Colorado, and Arizona, or elsewhere. The SISP will solicit interest in the Property in the manner described herein.
10. The Group shall retain one or more licensed real estate brokers in each applicable jurisdiction (the “**Property Brokers**”), on terms and conditions satisfactory to the Monitor and the Agent, by no later than June 15, 2026.
11. The Group will instruct the Property Brokers to list, by no later than June 29, 2026, all of the Group’s farmland and related Property located in Saskatchewan, Manitoba, British Columbia, Montana, Arizona, and Colorado (each a “**Brokered Property**” and, collectively, the “**Brokered Properties**”) at list prices established from time to time in consultation with the applicable Property Broker, in accordance with paragraph 12 hereof, and with the prior approval of the Monitor, the Group and the Agent.
12. The Group shall require the applicable Property Brokers to provide written market evaluation reports and customary analysis with respect to each Brokered Property (collectively, the “**Broker Materials**”) which shall include, among other things: (i) a summary of relevant comparable sales and prevailing market conditions; (ii) such Property Broker’s recommended listing price based on market comparables and industry-recognized brokerage and appraisal practices; and (iii) such Property Broker’s

assessment of the listing strategy with respect to the applicable Brokered Property taking into account the Binding Bid Deadline (as defined below). The Group shall provide all Broker Materials to the Monitor, the Syndicate's Financial Advisor and the Agent on a timely basis. The Syndicate's Financial Advisor may request and shall be entitled to attend meetings arranged by the Group with the Property Brokers concerning listing strategy, listing price or to review expressions of interest or Binding Bids (as defined below).

13. All inquiries and formal offers in respect of the Property shall be directed to the Monitor and the applicable Property Broker.

"AS IS, WHERE IS" BASIS

14. Except to the extent otherwise set forth in a definitive sale or investment agreement with a Successful Bidder (as defined below), any Transaction will be completed: (i) with Court approval; or (ii) pursuant to paragraph 34 below, and in each case, on an "as is, where is" basis and without surviving representations, warranties, covenants, or indemnities of any kind, nature, or description by the Group, the Property Brokers, the Monitor, or any of their respective affiliates, agents, advisors, estates, or professionals. In the event of a sale, all right, title, and interest of the Applicants in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests pursuant to Court order.

TIMELINE

15. The SISP shall commence on or before June 29, 2026 (the "**Commencement Date**") and the SISP will comply with the milestones set out in Schedule J to the Term Sheet (the "**DIP Milestones**"). The various deadlines herein may be extended at the discretion of the Monitor, in consultation with the Group, the applicable Property Brokers and with the prior written consent of the Agent.
16. The SISP will continue until the earlier of: (i) 11:59 p.m. on the date after the Group fully repays the DIP Obligations and Existing Senior Secured Obligations (each as defined in the Term Sheet); and (ii) 12:00 p.m. (Mountain Time) on November 30, 2026, (which may be extended only with the prior written consent of the Monitor and the Agent) (the "**SISP Termination Date**").

PRE-MARKETING STAGE

17. As part of the solicitation of Investment Proposals, Refinancing Proposals or Sale Proposals, the Monitor shall, prior to, or as of, the Commencement Date and in consultation with the Group, the applicable Property Brokers, the Agent and the Syndicate's Financial Advisor:
 - (a) prepare a process summary to be shared with Known Potential Bidders (as defined below) and other parties interested in the aforementioned proposals (the "**Teaser Letter**") describing the Opportunity, outlining the process under the SISP, and inviting recipients to express their interest pursuant to the SISP;
 - (b) prepare a non-disclosure agreement, which shall enure to the benefit of any purchaser of the business or Property, or any portion thereof (the "**NDA**") to access certain confidential information in the Data Room (defined below) necessary for those aforementioned proposals;
 - (c) prepare a confidential information memorandum (the "**CIM**"); and

- (d) gather and review all required due diligence material to be provided to interested parties and shall establish a secure, electronic data room (the “**Data Room**”), which will be maintained and administered by the Monitor during the SISP.
- 18. The CIM will specifically stipulate that the Monitor, the Group, the Property Brokers, and each of their respective advisors make no representation or warranty as to the accuracy or completeness of the information contained in the CIM, the Data Room, or made available pursuant to the SISP or otherwise, except to the extent expressly contemplated in any definitive agreement with a Successful Bidder.
- 19. The Monitor, in consultation with the Group and the Agent, will prepare a list of potential bidders, prospective land purchasers, and refinancing sources, including: (a) parties that have approached the Group, the Agent or the Monitor indicating an interest in the Opportunity; and (b) local, national, and international strategic and financial parties who the Group, the Agent or the Monitor believe may be interested in purchasing all or part of the Property, investing in the Applicants or refinancing the Existing Senior Secured Obligations pursuant to the SISP (collectively, “**Known Potential Bidders**”).

MARKETING STAGE

- 20. As soon as reasonably practicable after the Commencement Date, and in any event by no later than June 29, 2026, the Monitor shall:
 - (a) ensure that the Property Brokers have commenced listing and marketing of the Brokered Properties;
 - (b) arrange for a notice of the SISP (the “**Notice**”) to be published in such newspapers, trade publications, or other media as the Group, in consultation with the Monitor and the Agent, considers appropriate; and
 - (c) send the Teaser Letter and NDA to all Known Potential Bidders, and to any other party who responds to the Notice or who is identified as a potential bidder, as soon as reasonably practicable after such identification or request.

Access to Confidential Information for the Purposes of Developing an Investment Proposal, Sale Proposal, or Refinancing Proposal

- 21. As part of solicitation of Investment Proposals, Sale Proposals, or Refinancing Proposals, the Monitor will send the CIM and grant access to the Data Room to those parties who have executed and delivered an NDA to the Monitor, as soon as reasonably practicable after such execution and delivery.
- 22. Requests for information and Data Room access will be directed to the Monitor with a copy to Darrell Bishop on behalf of the Group (the “**Group Representative**”), at the addresses specified in Schedule “A” hereto. All printed information shall remain the property of the Group and, if requested, shall be returned without further copies being made and/or destroyed, with an acknowledgement that all such material has been returned and/or destroyed and that no electronic information has been retained.
- 23. Any party wishing to participate in the SISP (a “**Potential Bidder**”) by making an Investment Proposal, Sale Proposal, or Refinancing Proposal must, prior to being given any additional confidential information (such as the CIM or access to the Data Room), provide to the Monitor, copying the Group Representative:

- (a) an executed NDA, which shall inure to the benefit of any ultimate Successful Bidder; and
 - (b) a letter (the “**Interest Letter**”) setting forth: (i) the identity of the Potential Bidder; (ii) the contact information for such Potential Bidder; (iii) full disclosure of the direct and indirect principals and beneficial owners of the Potential Bidder; and (iv) evidence of financial wherewithal to close a Transaction.
24. The Monitor, in consultation with the Group, shall, in its reasonable business judgment and subject to competitive and other business considerations, afford each Potential Bidder who has signed and delivered the NDA and Interest Letter access to such due diligence material and information relating to the Group and the Property as the Monitor deems appropriate. Neither the Monitor nor the Group will be obligated to furnish any information relating to the Group or the Property to any person other than to Potential Bidders. For the avoidance of doubt, selected due diligence materials may be withheld from certain Potential Bidders if the Monitor, in consultation with the Group and the Agent, determines such information to represent proprietary or sensitive competitive information.

Land Purchase Proposals

25. Any party wishing to participate in the SISP by making a Land Purchase Proposal may do so by contacting the Monitor or the applicable Property Brokers for additional information about the Property. A prospective participant seeking to make a Land Purchase Proposal or multiple Land Purchase Proposals is not required to enter into an NDA or access the Data Room, unless it explicitly makes a request to access the Data Room.

Information Provided for Proposals Generally

26. Neither the Monitor nor the Group are responsible for, and will bear no liability with respect to, any information provided and obtained by any party in connection with the sale of the Property or any Investment Proposal, Land Purchase Proposal, Sale Proposal or Refinancing Proposal and make no representation or warranty with respect to the accuracy or completeness thereof. Potential Bidders must rely solely on their own independent review, investigation, and/or inspection of all information and of the Property in connection with their participation in the SISP and any Transaction they enter into.

OFFER SUBMISSION AND EVALUATION

Binding Bids

27. Potential Bidders that wish to make a formal proposal (each, a “**Bidder**”) shall submit a binding bid (a “**Binding Bid**”) that complies with all of the following requirements to the Monitor, the Group Representative and the applicable Property Brokers at the addresses specified in Schedule “A” hereto (including by email):
- (a) the Binding Bid must be a binding offer in respect of a Sale Proposal, Land Purchase Proposal, Refinancing Proposal, or an Investment Proposal, and in each case, delivered in the form of a signed agreement based upon the relevant template transaction agreement, to the extent made available, included in the Data Room, with all exhibits and schedules thereto completed (a “**Definitive Transaction Agreement**”) and accompanied by: (i) a blackline against the relevant template prepared by the Monitor (if any); and (ii) a letter

stating that the Binding Bid is irrevocable until the selection of Successful Bidders (as defined below), or until a Backup Bidder (as defined below) is engaged, as applicable, provided that if such Bidder is selected as a Successful Bidder or a Backup Bidder, its offer shall remain irrevocable until closing of the Transaction;

- (b) the Binding Bid is accompanied by written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed Transaction, that will allow the Monitor to make a determination as to the Bidder's financial and other capabilities to consummate the proposed Transaction;
- (c) the Binding Bid is not conditional on the outcome of unperformed due diligence by the Bidder;
- (d) the Binding Bid fully discloses the identity of each entity that will be entering into the Transaction and the financing of such Transaction, or that is otherwise participating or benefiting from such Binding Bid;
- (e) in the case of a Land Purchase Proposal to be listed by and sold through a Property Broker, the Binding Bid includes:
 - (i) to the extent the Binding Bid is in respect of any Brokered Property located in Saskatchewan or Manitoba, evidence satisfactory to the Monitor that the Potential Bidder is eligible to acquire such Brokered Property under applicable provincial legislation, including the *Saskatchewan Farm Security Act* (Saskatchewan) and the *Farm Lands Ownership Act* (Manitoba);
 - (ii) the purchase price for the applicable Brokered Property;
 - (iii) a description of the Brokered Property (including parcel identification or legal description, to the extent available) to be acquired;
 - (iv) a description of the manner in which the purchase price will be funded, including whether the offer is conditional upon financing and, if so, the material terms of such financing;
 - (v) a description of the conditions and approvals required for a final and binding offer and to close the Transaction;
 - (vi) an acknowledgment that the Binding Bid is capable of being completed in accordance with the timelines contemplated by the SISF; and
 - (vii) a commitment by the Bidder to provide a deposit in the amount of not less than five percent (5%) of the purchase price offered, to be paid upon selection as the Successful Bidder, which deposit shall be held by the Monitor and applied or refunded, as applicable, in accordance with paragraph 43 hereof.

For greater certainty, a Land Purchase Proposal may be submitted in the form of a customary agreement of purchase and sale or offer to purchase.

- (f) in the case of a Sale Proposal, the Binding Bid includes:

- (i) to the extent the Binding Bid is in respect of any Property located in Saskatchewan or Manitoba, evidence satisfactory to the Monitor that the Potential Bidder is eligible to acquire such Property under applicable provincial legislation, including the *Saskatchewan Farm Security Act* (Saskatchewan) and the *Farm Lands Ownership Act* (Manitoba);
 - (ii) the purchase price (by asset type and entity, as applicable) and a description of any non-cash consideration, including details of any liabilities to be assumed by the Bidder and key assumptions supporting the valuation;
 - (iii) a description of each component of the Property expected to be subject to the Transaction and any Property expected to be excluded;
 - (iv) a specific indication of the financial capability of the Bidder and the manner in which the Transaction will be funded;
 - (v) a description of the conditions and approvals required for a final and binding offer and to close the Transaction;
 - (vi) a description of the liabilities and obligations which the Bidder intends to assume and those which it does not intend to assume;
 - (vii) any other terms or conditions of the Sale Proposal that the Bidder considers material; and
 - (viii) a commitment by the Bidder to provide a deposit upon the selection as the Successful Bidder in the amount of not less than five percent (5%) of the purchase price offered, which deposit shall be held by the Monitor and applied or refunded, as applicable, in accordance with paragraph 43 hereof.
- (g) in the case of an Investment Proposal, the Binding Bid includes:
- (i) a description of how the Bidder proposes to structure the proposed investment, restructuring, recapitalization, or reorganization, and a description of any non-cash consideration;
 - (ii) the aggregate amount of equity and/or debt investment to be made in the business of the Group;
 - (iii) the underlying assumptions regarding the pro forma capital structure;
 - (iv) a specific indication of the sources of capital and the structure and financing of the Transaction;
 - (v) a description of the conditions and approvals required to complete the closing of the Transaction;
 - (vi) a commitment that all Existing Senior Secured Obligations and DIP Obligations shall be indefeasibly repaid in full in cash on closing;
 - (vii) a description of those liabilities and obligations which the Bidder intends to assume and those it does not; and

- (viii) a commitment by the Bidder to provide a deposit in the amount of not less than five percent (5%) of the total new investment contemplated, to be paid fifty percent (50%) upon submission of the Binding Bid and fifty percent (50%) upon selection as the Successful Bidder or a Backup Bidder, as applicable, which deposit shall be held by the Monitor and applied or refunded, as applicable, in accordance with paragraph 43 hereof.
 - (h) the Binding Bid includes acknowledgements and representations of the Bidder that: (i) it has had an opportunity to conduct any and all due diligence regarding the Property and the Group prior to making its offer; (ii) it has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Property in making its Binding Bid; and (iii) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether expressed, implied, statutory, or otherwise, regarding the Group or the Property, or the accuracy or completeness of any information provided in connection therewith, except as expressly stated in the Definitive Transaction Agreement;
 - (i) all required corporate approvals of the Bidder will have been obtained prior to submission of the Binding Bid;
 - (j) the Binding Bid is received by no later than October 15, 2026 (the “**Binding Bid Deadline**”); and
 - (k) the Binding Bid contemplates Court approval.
28. Bidders are encouraged to submit Binding Bids as soon as possible and, in any event, no later than the Binding Bid Deadline. The Monitor shall hold all Binding Bids received until September 1, 2026 prior to designating any Binding Bid as a Successful Bid (as defined below) in accordance with these SISP Procedures, unless the Monitor, the Agent and the Group agree that a Binding Bid should be designated as a Successful Bid prior to such date. The Group shall seek Court approval of any Successful Bids as soon as practicable and, in any event, no later than:
- (a) October 31, 2026, with respect to Successful Bids submitted prior to or on September 1, 2026; and
 - (b) the SISP Termination Date, with respect to Successful Bids submitted after September 1, 2026, and prior to the Binding Bid Deadline.
29. A Binding Bid may not require any break fee or reimbursement of expenses associated with submitting the Binding Bid, conducting due diligence in respect thereof, or otherwise.
30. The Monitor, in consultation with the Group, the applicable Property Brokers and the Agent, may waive strict compliance with any one or more of the requirements specified above and deem such non-compliant Binding Bid to be a Qualified Bid (as defined below) only with the prior written consent of the Agent. For the avoidance of doubt, the completion of any Sale Proposal, Land Purchase Proposal, Investment Proposal or Refinancing Proposal shall be subject to the approval of the Court, and this requirement may not be waived.

Evaluation of Binding Bids and Selection of Successful Bid(s)

31. The Monitor, in consultation with the Group, the applicable Property Brokers (in the case of Land Purchase Proposals) and the Agent, will assess the Binding Bids received. The Monitor, with the consent of the Group and the Agent and in consultation with the applicable Property Brokers, may, based on the factors set out at paragraph 32 below, designate Binding Bids that comply with the foregoing requirements to be “**Qualified Bids**”. Only Bidders whose bids have been designated as Qualified Bids (“**Qualified Bidders**”) are eligible to become the Successful Bidder(s). The Monitor in consultation with the Group and the Agent, may negotiate any Qualified Bids, including requesting that such Qualified Bidders improve or modify the terms of their Qualified Bids.
32. A Qualified Bid will be evaluated based upon several factors including, without limitation: (i) the purchase price or investment amount and the net value provided by such bid relative to the Property’s valuation or appraisals; (ii) the identity, circumstances, and ability of the Bidder to successfully complete such Transaction; (iii) the proposed Definitive Transaction Agreement and any accompanying transaction documents; (iv) the ability for the Group to achieve the DIP Milestones; (v) factors affecting the speed, certainty, and value of the Transaction; (vi) the assets included or excluded from the Transaction; (vii) the liabilities to be assumed; (viii) any restructuring costs; and (ix) the likelihood and timing of consummating such Transaction, each as determined by the Monitor, in consultation with the Group and the Agent.
33. The Monitor, in consultation with the Group, the applicable Property Brokers and the Agent, will:
 - (a) review each Qualified Bid and Definitive Transaction Agreement;
 - (b) with the prior written consent of the Agent and the Group, identify and select the highest or otherwise best Qualified Bid in respect of each component of the Property (each a “**Successful Bid**”, and the Qualified Bidder making such bid, the “**Successful Bidder**”), and notify the Successful Bidder that its bid constitutes a Successful Bid; and
 - (c) if the Monitor, with the prior written consent of the Agent and the Group, determines it to be appropriate, it may identify a particular bid other than the Successful Bid as a backup bid in respect of certain Property (each a “**Backup Bid**”, and the Bidder making such bid, the “**Backup Bidder**”), and may notify the Backup Bidder accordingly.
34. Notwithstanding anything to the contrary in these SISP Procedures, if:
 - (a) a Land Purchase Proposal for Brokered Property located in Canada has an aggregate cash purchase price equal to or less than CDN \$30 million and is designated as a Successful Bid pursuant to the terms of these SISP Procedures; and
 - (b) the Monitor and Agent provide their written consent to the Transaction referenced in paragraph 34(a);

then the Group may complete the Transaction referenced in paragraph 34(a) using the Expedited SAVO Process (as defined in the SISP Approval Order). For greater certainty, all sales of US Property shall require approval from the US Bankruptcy Court,

in addition to any applicable Court approval, in each case on notice to all applicable parties.

35. Subject to paragraph 28, the Monitor may, at any time prior to the SISP Termination Date, with the prior written consent of the Agent and the Group and in consultation with the applicable Property Brokers, designate a Qualified Bid as a Successful Bid and notify the applicable Bidder accordingly, including on a rolling basis in respect of one or more portions of the Property, where the Monitor, the Group and the Agent, are satisfied that such Qualified Bid is sufficiently acceptable in all material respects having regard to the factors set out in paragraph 32. For greater certainty, the designation of a Successful Bid by the Monitor prior to the SISP Termination Date does not, in and of itself, require the SISP to be terminated, preclude the continued marketing of other portions of the Property, preclude the receipt and evaluation of other Binding Bids in accordance with this SISP, or preclude the acceptance of any other Sale Proposals, Investment Proposals, Refinancing Proposals or Land Purchase Proposals.
36. Where the Monitor designates a Successful Bid in respect of a particular portion of the Property prior to the Binding Bid Deadline: (a) the Binding Bid Deadline shall continue to apply in respect of all other portions of the Property not subject to such Successful Bid (unless extended or otherwise modified in accordance with these SISP Procedures); and (b) the Monitor may, in consultation with the Group, the applicable Property Brokers and the Agent, continue to solicit, receive, and evaluate Binding Bids in respect of the remaining Property, and may request clarification, improvements, or revisions to any Binding Bid, including with respect to any portion of the Property not yet the subject of a Successful Bid.
37. The Monitor may aggregate separate and non-overlapping Binding Bids from unaffiliated Bidders to create one or multiple parallel Qualified Bids.
38. The Monitor shall have no obligation to designate any Qualified Bid as a Successful Bid and reserves the right to reject any or all Qualified Bids. The Group and Monitor shall have no obligation to enter into a Definitive Transaction Agreement with any Bidder. Notwithstanding the foregoing, if the Monitor, after consulting with the Agent and the Group, determines that the Agent objects to the Monitor's determination not to designate a Qualified Bid as a Successful Bid, then the Monitor shall provide the Agent with at least ten (10) days prior written notice before taking any steps to (directly or indirectly) reject a Qualified Bid.
39. In the event that the Monitor does not receive consent from each of the Agent and the Group as to whether any bid should be designated as a Qualified Bid, a Successful Bid, or a Backup Bid, as applicable, the Monitor shall file one or more public or sealed reports with the Court setting out its findings, conclusions and recommendations in respect of whether or not such bid should be a Qualified Bid, a Successful Bid or a Backup Bid, as applicable.

Sale Approval Motion

40. The Group may at any time (in accordance with the deadlines set herein) apply to the Court (the "**Sale Approval Motion**") for orders approving any Successful Bids and authorizing the Applicants to enter into and perform all necessary agreements with respect to such Successful Bids from time to time. Subject only to paragraph 34, all Sale Approval Motions will be scheduled in consultation with the Monitor and the Agent in accordance with paragraph 28. Any Sale Approval Motion in respect of Property located in the United States shall include a corresponding motion or application to the

US Bankruptcy Court seeking approval of the applicable Transaction from the US Bankruptcy Court.

41. Unless the Group and Monitor provide earlier written notice, each Qualified Bid that has not been designated as a Successful Bid or a Backup Bid, shall remain open for acceptance with respect to the applicable Property until the earliest date applicable for such Property, being the date of Court approval of the applicable Transaction.
42. Any Backup Bids shall remain open for acceptance in the event that the Transaction contemplated in the Successful Bids fail to close on or before the Outside Date (as defined herein), for any reason whatsoever.

Deposits

43. All Deposits shall be retained by the Monitor in a non-interest-bearing trust account. The Deposit paid by Successful Bidders shall be applied against the purchase price upon closing of the applicable Transaction and shall be non-refundable except in the event of a material breach by the Group of its obligations under the terms of the SISP, failure by the Group to obtain Court approval of the applicable Transaction, or as otherwise provided in the applicable Definitive Transaction Agreement. Where applicable, Deposits received from Bidders before their selection as Successful Bidders or Backup Bidders where those Bidders are not selected as Successful Bidders or Backup Bidders shall be returned within five (5) business days of the date upon which the Court grants an order approving the Transaction over the Property subject to such applicable bid. If there are no Successful Bids, all Deposits shall be returned within five (5) business days of the SISP Termination Date.

Confidentiality and Access to Information

44. All discussions regarding a proposal or bid in the SISP should be directed through the Monitor and the applicable Property Brokers, copying the Group Representative. Under no circumstances should the management or employees of the Group be contacted directly without the prior consent of the Monitor and the Group Representative. Any such unauthorized contact could result in exclusion from the SISP.
45. Participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Bidders, Qualified Bids, the details of any bids submitted, or the details of any confidential discussions or correspondence between the Monitor and any other bidders or Potential Bidders in connection with the SISP. The Monitor may, however, with the consent of the applicable participants, disclose such information to other bidders for the purpose of seeking to combine separate bids. Further, the Monitor may disclose such information to the Agent in accordance with the terms of this SISP.
46. The Monitor and the Group shall provide the Agent and the Syndicate's Financial Advisor with regular updates with respect to the conduct of the SISP, including but not limited to:
 - (a) written notice of all expressions of interest received in respect of any Property, whether written or verbal as and when received;
 - (b) copies of all executed NDAs and Interest Letters as and when received;

- (c) copies of all Binding Bids as and when received;
 - (d) bi-weekly written status reports summarizing, among other things: inquiries received, NDAs executed, Data Room access granted, site visits conducted, Binding Bids received, Qualified Bids designated, Successful Bids selected, and progress toward the DIP Milestones; and
 - (e) all Broker Materials, listing price recommendations, and any updates thereto.
47. The Monitor and the Group shall host a weekly update call with the Agent and the Syndicate's Financial Advisor to discuss the status of the SISP, progress toward the DIP Milestones, and any material developments in the SISP.

Conduct of the SISP

48. The Monitor shall conduct the SISP in the manner set out in these SISP Procedures and in the SISP Approval Order, with the assistance of and the cooperation of the Group. The Monitor is entitled to receive all information in relation to the SISP from the Group.
49. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Group, the applicable Property Brokers, or the Monitor on the one hand and any Potential Bidder, Bidder, Qualified Bidder, or any other party on the other hand, other than as specifically set forth in a Definitive Transaction Agreement signed with the Group and/or the Monitor and approved by the Court.
50. Without limiting the preceding paragraph, neither the Group, the Property Brokers nor the Monitor shall have any liability whatsoever to any person or party, including without limitation any Potential Bidder, Bidder, Qualified Bidder, Successful Bidder, or any creditor or other stakeholder of the Group, for any act or omission related to the process contemplated by this SISP, except to the extent such act or omission is the result of gross negligence or wilful misconduct of the Monitor, the Property Brokers or the Group. By submitting a bid, each Potential Bidder, Bidder, Qualified Bidder, or Successful Bidder shall be deemed to have agreed that it has no claim against the Group, the Property Brokers or the Monitor for any reason whatsoever, except to the extent such claim is the result of gross negligence or wilful misconduct of the Group, the Property Brokers or the Monitor.
51. Participants in the SISP are responsible for all costs, expenses, and liabilities incurred by them in connection with the submission of the entire process including any Binding Bid, due diligence activities, and any further negotiations or other actions, whether or not they lead to the consummation of a Transaction.
52. Notwithstanding the process and deadlines outlined above:
- (a) the Monitor may at any time, in consultation with the Group and the applicable Property Brokers and with the prior written approval of the Agent: (i) pause, terminate, amend, or modify the SISP; (ii) remove any portion of the Property from the SISP; and (iii) establish further or other procedures for the SISP, provided that the parties identified in the service list in the CCAA proceedings shall be advised of any substantive modification to the procedures set forth herein and a copy thereof shall be posted on the Monitor's website; and
 - (b) the Group may at any time, with the approval of the Monitor and the Agent, bring a motion to the Court to seek approval of a sale of, or investment in, all

or part of the Property or the business, whether or not such sale or investment is in accordance with the terms or timelines set out in the SISP.

53. The SISP shall terminate on the SISP Termination Date, unless extended with the prior written consent of the Monitor and the Agent.
54. The approvals required pursuant to the terms of this SISP are in addition to, and not in substitution for, any other approvals required by applicable law, including for greater certainty pursuant to the Term Sheet, in order to implement a Successful Bid.
55. At any time during the SISP, the Applicants, the Agent, or the Monitor may apply to the Court for advice and directions with respect to any aspect of this SISP or the discharge of their respective powers and duties hereunder.

SCHEDULE "A"

**MONITOR, GROUP REPRESENTATIVE AND PROPERTY BROKER CONTACT
INFORMATION**

To the Monitor:

FTI Consulting Canada Inc.
520 Fifth Avenue S.W., Suite 1610
Calgary, Alberta T2P 3R7
Email: monettefarms@fticonsulting.com

To the Group Representative:

Darrell Bishop
Box 1298 Swift Current,
SK, Canada
S9H 3X4
Email: darrell.bishop@monettefarms.ca

To the Property Brokers (where applicable):

[Name of Property Broker]
[Address]
[Name]
[Email]

[Name of Property]
[Address]
[Name]
[Email]

Schedule C

COURT FILE NUMBER 2601-07148

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.

APPLICANTS

MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.

DOCUMENT

MONITOR'S SALE ENDORSEMENT CERTIFICATE

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Cassels Brock & Blackwell LLP
Suite 3700, Bankers Hall West
888 3rd Street SW
Calgary, Alberta, T2P 5C5

Telephone: (403) 351-2920
Facsimile: (403) 648-1151
Email: joliver@cassels.com / dmarechal@cassels.com / mclarksonmaciel@cassels.com

File No.: 063030-01

Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel

SALE ENDORSEMENT CERTIFICATE NUMBER [●]

1. FTI Consulting Inc., in its capacity as court-appointed Monitor (in such capacity, the "Monitor") of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., Monette Farms BC GP Ltd. (collectively, the "**Applicants**"), and Monette Farms Land I LP, Monette Farms Land II LP, and Monette Farms BC LP (together with the Applicants, the "**Group**")

files this Sale Endorsement Certificate pursuant to the Order Re Approval of SISP and Expedited SAVO Process, granted by the Honourable Justice R.W. Armstrong on June 12, 2026 (the “**Expedited SAVO Process Order**”).

2. Words and phrases in this Sale Endorsement Certificate which begin with capital letters but which are not expressly defined herein shall have the corresponding meanings given to those words and phrases in the Expedited SAVO Process Order or the sale and investment solicitation process attached as Schedule "B" thereto (the "**SISP**"), as applicable.
3. The real property to which this Sale Endorsement Certificate pertains (the “**Subject Real Property**”) is legally described as follows:

4. The following is a list of all Subsequent Encumbrances which have been registered against the Certificate(s) of Title to the Subject Real Property subsequent to the Encumbrance Record Date:

5. The following is a list of all Leasehold Interests which are registered against the Certificate(s) of Title to the Subject Real Property:

6. The Monitor hereby certifies to this Court that the Expedited Transaction is a Land Purchase Proposal that has been designated as a Successful Bid in accordance with the SISP and the Expedited Transaction has been approved in writing by the Lender Agent.

7. The Monitor hereby certifies to this Court that the Expedited Transaction is a transaction for the sale of one or more of the Canadian Lands for an aggregate sale price equal to or less than \$30,000,000. The Monitor approves the Expedited Transaction.

DATED at Calgary, Alberta this _____ day of _____, 2026

**FTI CONSULTING INC., in its capacity as
Monitor of the undertakings, property
and assets of the Group and not in its
personal capacity.**

Per: _____
Name:
Title:

Schedule D

COURT FILE NUMBER 2601-07148
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, RSC 1985, c
C-36, as amended

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
MONETTE FARMS LTD., MONETTE FARMS
ONTARIO CORP., NEXGEN SEEDS LTD.,
MONETTE PRODUCE LTD., MONETTE SEEDS
LTD., MONETTE LAND CORP., DMO HOLDINGS
LTD., DMO HOLDINGS USA, INC., MONETTE
SEEDS USA, LLC, MONETTE FARMS ARIZONA,
LLC, MONETTE FARMS USA, INC., 1012595 DE
INC., MONETTE PRODUCE, LLC, GOAT'S PEAK
WINERY LTD., MONETTE FARMS BC LTD.,
MONETTE FARMS LAND GP LTD., MONETTE
FARMS LAND II GP LTD., AND MONETTE FARMS
BC GP LTD.

APPLICANTS

MONETTE FARMS LTD., MONETTE FARMS
ONTARIO CORP., NEXGEN SEEDS LTD.,
MONETTE PRODUCE LTD., MONETTE SEEDS
LTD., MONETTE LAND CORP., DMO HOLDINGS
LTD., DMO HOLDINGS USA, INC., MONETTE
SEEDS USA, LLC, MONETTE FARMS ARIZONA,
LLC, MONETTE FARMS USA, INC., 1012595 DE
INC., MONETTE PRODUCE, LLC, GOAT'S PEAK
WINERY LTD., MONETTE FARMS BC LTD.,
MONETTE FARMS LAND GP LTD., MONETTE
FARMS LAND II GP LTD., AND MONETTE FARMS
BC GP LTD.

DOCUMENT

EXPEDITED SALE APPROVAL AND VESTING ORDER No. [●]

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY
FILING THIS
DOCUMENT

Cassels Brock & Blackwell LLP
Suite 3700, Bankers Hall West
888 3rd Street SW
Calgary, Alberta, T2P 5C5

Telephone: (403) 351-2920
Facsimile: (403) 648-1151
Email: joliver@cassels.com / dmarechal@cassels.com /
mclarksonmaciel@cassels.com

File No.: 063030-01

Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel

DATE ON WHICH ORDER WAS PRONOUNCED: ●

NAME OF JUDGE WHO MADE THIS ORDER:

The Honourable Justice ●

LOCATION OF HEARING: ●

UPON the application of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (the "**Applicants**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated [●] (the "**PSA**") each between [●] (collectively, the "**Sellers**") and [●] and/or its nominee (the "**Purchaser**") and appended to the Affidavit of Angeline Gagnon, sworn [●] (the "**Gagnon Affidavit No. ●**"), and vesting in the Purchaser (or its nominee) the Sellers' right, title and interest in and to the assets and property in the PSA, including those listed in Schedule "B" hereto (the "**Purchased Assets**");

AND UPON HAVING READ the Initial Order granted by the Honourable Justice C.M. Jones in these proceedings on April 21, 2026 (the "**Initial Order**"); the Amended and Restated Initial Order granted by the Honourable Justice M.H. Bourque in these proceedings on May 1, 2026 (the "**ARIO**"); the Order Re Approval of SISF and Expedited SAVO Process Order granted by the Honourable Justice R.W. Armstrong on June 12, 2026 (the "**Expedited SAVO Process Order**"); the Gagnon Affidavit No. ●; and the Monitor's Sale Endorsement Certificate No. ●;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Pursuant to the Expedited SAVO Process Order, service of a notice of application for this order is hereby dispensed with and this application is properly returnable today.

DEFINED TERMS

2. Capitalized terms used herein but not otherwise defined shall have the same meaning as given to such terms in Gagnon Affidavit No. ●.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the PSA by the Sellers is hereby ratified, with such minor amendments as the Sellers may deem necessary. The Sellers and/or the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee) provided that the Monitor and the Lender Agent each consents to all such amendments or additional documents.

VESTING OF PROPERTY

4. The Purchaser (or its nominee) shall pay the purchase price as set out in the PSA for the Purchased Assets to the Monitor.
5. Upon the Monitor determining that: (i) it has received the purchase price; (ii) all conditions to closing under the PSA have been satisfied or waived; and (iii) that Monitor is satisfied that the Transaction can immediately close on terms substantially as approved by this Honourable Court, the Monitor shall deliver to the Purchaser an executed Monitor's Closing Certificate substantially in the form set out in Schedule "A" hereto (the "**Monitor's Closing Certificate**").
6. Upon delivery of the Monitor's Closing Certificate to the Purchaser (or its nominee), all of the Sellers' right, title and interest in and to the Purchased Assets, including those listed in Schedule "B" hereto, shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Initial Order or ARIO;
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the applicable Personal Property Security Act of the province(s) in which the Purchased Assets are located or any other personal property registry system; and
 - (c) any liens or claims of lien pursuant to the applicable Builders' Lien Act of the province(s) in which the Purchased Assets are located, (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, "**Permitted Encumbrances**")),

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.
7. Upon delivery of the Monitor's Closing Certificate, the Monitor shall be and is hereby authorized to effect such discharges or revisions in the Personal Property Registry of the province(s) in which

the Purchased Assets are located or any other personal property registry systems as may be reasonably required to conclude the Transaction.

8. Upon delivery of the Monitor's Closing Certificate, and upon filing of a copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) pursuant to **[section 109 of the Land Titles Act, 2000, SS 2000, c L-5.1 and section 3-4 of The King's Bench Act SS 2023, c-28]/[section [176(1)] of the Real Property Act CCSM c R30]/[section [245] of the Land Titles Act RSBC 1996]** the Registrar of Land Titles (the "**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

- (i) to accept an application (the "**Land Titles Application**") to surrender the existing title to the real property legally described as:

[NTD: Sellers' counsel to list legal description of Purchased Assets.]

(collectively, the "**Lands**")

- (ii) to set up new title to such Lands in the name of the Purchaser (or its Nominee) as owner free and clear of any and all Encumbrances, save and except Permitted Encumbrances set out in Schedule "D" to this Order; and
- (iii) for greater certainty, to discharge all interests described in Schedule "C" to this Order and any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the PSA against the Lands.

9. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the PSA. Presentment of this Order and the Monitor's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

10. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Sellers of the PSA.
11. Upon delivery of the Monitor's Closing Certificate together with a certified copy of this Order and **[NTD: Sellers' counsel to add any other requirements required by the applicable jurisdiction in which the real property assets are located]**, this Order shall be immediately registered by the Land Titles Registrar and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Sellers or the Monitor in its capacity as Monitor of the Applicants, Monette Farms Land I LP, Monette Farms Land II LP, and Monette Farms BC LP (together, the "**Group**"), and not in its personal capacity.
12. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
13. Except as expressly provided for in the PSA, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Group (including, without limitation, the Sellers.).
14. Following delivery of the Monitor's Certificate and registration of title to the Purchased Assets in the name of the Purchaser (or its nominee), the Monitor is authorized to pay the net proceeds from the Transaction to the Syndicate as contemplated in the PSA in accordance with paragraphs 48 to 50 of the ARIO.
15. Upon completion of the Transaction, the Sellers and all persons who claim by, through or under the Sellers in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the

possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

16. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Sellers, or any person claiming by, through or against the Sellers.
17. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Sellers or the Monitor in respect of the Purchased Assets.
18. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

19. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), in respect of the Sellers, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Sellers; and
 - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Sellers and shall not be void or voidable by creditors of the Sellers, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

20. The Group, the Monitor, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

21. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Sellers, the Monitor and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Sellers and the Monitor as may be necessary or desirable to give effect to this Order or to assist the Sellers, the Monitor, and their agents in carrying out the terms of this Order.
22. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
- (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) the Purchaser or the Purchaser's solicitors; and

Posting a copy of this Order on the Monitor's website at:

<http://cfcanada.fticonsulting.com/MonetteFarms>

and service on any other person is hereby dispensed with.

23. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Schedule "A"**Form of Monitor's Certificate**

COURT FILE NUMBER 2601-07148
 COURT COURT OF KING'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, RSC 1985, c
 C-36, as amended

AND IN THE MATTER OF A PLAN OF
 COMPROMISE OR ARRANGEMENT OF
 MONETTE FARMS LTD., MONETTE FARMS
 ONTARIO CORP., NEXGEN SEEDS LTD.,
 MONETTE PRODUCE LTD., MONETTE SEEDS
 LTD., MONETTE LAND CORP., DMO HOLDINGS
 LTD., DMO HOLDINGS USA, INC., MONETTE
 SEEDS USA, LLC, MONETTE FARMS ARIZONA,
 LLC, MONETTE FARMS USA, INC., 1012595 DE
 INC., MONETTE PRODUCE, LLC, GOAT'S PEAK
 WINERY LTD., MONETTE FARMS BC LTD.,
 MONETTE FARMS LAND GP LTD., MONETTE
 FARMS LAND II GP LTD., AND MONETTE FARMS
 BC GP LTD.

APPLICANTS MONETTE FARMS LTD., MONETTE FARMS
 ONTARIO CORP., NEXGEN SEEDS LTD.,
 MONETTE PRODUCE LTD., MONETTE SEEDS
 LTD., MONETTE LAND CORP., DMO HOLDINGS
 LTD., DMO HOLDINGS USA, INC., MONETTE
 SEEDS USA, LLC, MONETTE FARMS ARIZONA,
 LLC, MONETTE FARMS USA, INC., 1012595 DE
 INC., MONETTE PRODUCE, LLC, GOAT'S PEAK
 WINERY LTD., MONETTE FARMS BC LTD.,
 MONETTE FARMS LAND GP LTD., MONETTE
 FARMS LAND II GP LTD., AND MONETTE FARMS
 BC GP LTD.

DOCUMENT

ADDRESS FOR
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 CONTACT
 INFORMATION
 OF PARTY
 FILING THIS
 DOCUMENT

MONITOR'S CLOSING CERTIFICATE

Cassels Brock & Blackwell LLP
 Suite 3700, Bankers Hall West
 888 3rd Street SW
 Calgary, Alberta, T2P 5C5

Telephone: (403) 351-2920
 Facsimile: (403) 648-1151
 Email: joliver@cassels.com / dmarechal@cassels.com /
mclarksonmaciel@cassels.com

File No.: 063030-01

Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel

RECITALS

- A. Pursuant to an amended and restated initial order (the “**ARIO**”) of the Honourable Justice M.H. Bourque of the Court of King’s Bench of Alberta (the “**Court**”) dated May 1, 2026, FTI Consulting Canada Inc. was appointed as the Monitor over Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat’s Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the “**Applicants**”).
- B. Pursuant to an Order of the Court dated [●], 2026 (the “**SAVO**”), the Court approved the agreement of purchase and sale dated [●] (the “**PSA**”) between [●] (collectively, the “**Sellers**”) and [●] and/or its nominee (the “**Purchaser**”), and provided for the vesting in the Purchaser of the Sellers’ right, title and interest in and to the property listed in the PSA, being Schedule “B” to the SAVO (“**Purchased Assets**”), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the Purchaser has paid the purchase price for the Purchased Assets to the Monitor; (ii) that the conditions to Closing as set out in the PSA have been satisfied or waived by the Sellers and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Sellers.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the PSA.

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid the purchase price to the Monitor for the Purchased Assets payable on the closing date pursuant to the PSA;
2. The conditions to Closing of the PSA have been satisfied or waived by the Sellers and the Purchaser (or its nominee); and
3. The Monitor is satisfied that the Transaction may close on terms substantially as approved by the Honourable Court.

This Certificate was delivered by the Monitor at [●] on [●].

**FTI Consulting Canada Inc., in its
capacity as Monitor of the Group, and
not in its personal capacity.**

Per: _____
Name:
Title:

Schedule "B"
Purchased Assets

Terms not otherwise defined in this Order or this Schedule "B" shall have the meaning ascribed to them in the PSA. If there are any discrepancies between the definitions set out in this Schedule "B" and the body of this Order, for the purposes of defining, the terms set out in this Schedule "B" shall, to the level required to clarify any such discrepancy, govern.

[NTD: Sellers' counsel to list Purchased Assets which are included in PSA.]

Schedule "C"

Encumbrances

	Legal Description	Interest Type	Interest Holder	Amount	Interest Register #	Interest Number
1.	[NTD: Sellers' counsel to fill in pursuant to PSA and applicable Certificates of Title.]					

Schedule "D"

Permitted Encumbrances

[NTD: Sellers' counsel to list any Permitted Encumbrances which are included in PSA.]

Schedule "C"

COURT FILE NUMBER 2601-07148
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, RSC 1985, c
C-36, as amended

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
MONETTE FARMS LTD., MONETTE FARMS
ONTARIO CORP., NEXGEN SEEDS LTD.,
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LTD., MONETTE LAND CORP., DMO HOLDINGS
LTD., DMO HOLDINGS USA, INC., MONETTE
SEEDS USA, LLC, MONETTE FARMS ARIZONA,
LLC, MONETTE FARMS USA, INC., 1012595 DE
INC., MONETTE PRODUCE, LLC, GOAT'S PEAK
WINERY LTD., MONETTE FARMS BC LTD.,
MONETTE FARMS LAND GP LTD., MONETTE
FARMS LAND II GP LTD., AND MONETTE FARMS
BC GP LTD.

APPLICANTS

MONETTE FARMS LTD., MONETTE FARMS
ONTARIO CORP., NEXGEN SEEDS LTD.,
MONETTE PRODUCE LTD., MONETTE SEEDS
LTD., MONETTE LAND CORP., DMO HOLDINGS
LTD., DMO HOLDINGS USA, INC., MONETTE
SEEDS USA, LLC, MONETTE FARMS ARIZONA,
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WINERY LTD., MONETTE FARMS BC LTD.,
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FARMS LAND II GP LTD., AND MONETTE FARMS
BC GP LTD.

DOCUMENT

ADDRESS FOR
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CONTACT
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OF PARTY
FILING THIS
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ORDER RE STAY EXTENSION

Cassels Brock & Blackwell LLP
Suite 3700, Bankers Hall West
888 3rd Street SW
Calgary, Alberta, T2P 5C5

Telephone: (403) 351-2920
Facsimile: (403) 648-1151

Email: joliver@cassels.com / dmarechal@cassels.com /
mclarksonmaciel@cassels.com

File No.: 063030-01

Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel

DATE ON WHICH ORDER WAS PRONOUNCED: June 12, 2026
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice R.W. Armstrong
LOCATION OF HEARING: Calgary, Alberta

UPON the application (the “**Application**”) of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat’s Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. for an order, among other things, extending the Stay Period (as defined in the Amended and Restated Initial Order granted by the Honourable Justice M.H. Bourque in this proceedings on May 1, 2026 (the “**ARIO**”)); **AND UPON** having read the Application; the Affidavit of Darrel Noel Monette sworn April 17, 2026; the Confidential Affidavit of Darrel Noel Monette sworn April 17, 2026; the Second Affidavit of Darrel Noel Monette, sworn April 28, 2026; the Third Affidavit of Darrel Noel Monette, sworn June 1, 2026; and the Affidavit of Service of Angeline Gagnon, sworn [●], 2026; **AND UPON** reviewing the Initial Order granted by the Honourable Justice C.M. Jones in these proceedings on April 21, 2026; and the ARIO; **AND UPON** reading the Pre-Filing Report of FTI Consulting Canada Inc. (in its capacity as court-appointed monitor, the “**Monitor**”) dated April 20, 2026; the First Report of the Monitor dated April 29, 2026; and the Second Report of the Monitor dated [●], 2026; **AND UPON** hearing the submissions of counsel for the Applicants, and anyone else appearing for any other person on the service list;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application for this Order is hereby abridged and deemed good and sufficient and this Application is properly returnable today.

DEFINED TERMS

2. Capitalized terms have the same meaning as in the ARIO unless otherwise defined.

STAY EXTENSION

3. The Stay Period is hereby extended from June 19, 2026, up to and including November 13, 2026.

MISCELLANEOUS

4. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order; and

(iii) any other parties attending or represented at the application for this Order; and

(b) posting a copy of this Order on the Monitor's website at:

<http://cfcanada.fticonsulting.com/MonetteFarms>,

and service on any other person is hereby dispensed with.

5. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta