IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 15
Monette Farms Ltd., *et al.*,[1]	Case No. 26-10547-LSS
Debtors in a Foreign Proceeding.	(Jointly Administered)
	Objection Deadline: September 22, 2026 at 4:00 p.m. (ET) **Hearing Date: September 29, 2026 at 3:00 p.m. (ET)**

MOTION OF FOREIGN REPRESENTATIVE FOR ENTRY OF AN ORDER (I) RECOGNIZING CANADIAN SALE ORDER, (II) AUTHORIZING AND APPROVING SALE OF ASSETS, AND (III) GRANTING RELATED RELIEF

FTI Consulting Canada Inc. ("FTI"), in its capacity as the authorized foreign representative (the "Foreign Representative") and court-appointed monitor (in such capacity, the "Monitor") of the above-captioned debtors (collectively, the "Debtors"), which are the subject of the proceedings (the "Canadian Proceedings") currently pending before the Court of King's Bench of Alberta (the "Canadian Court"), initiated pursuant to Canada's *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "CCAA"), hereby submits this motion (this "Motion") for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"): (i) recognizing and enforcing the Canadian Court's order (the "Arizona SAVO") approving the

[1] The Debtors in these Chapter 15 cases, along with the last four digits of each Debtor's U.S. Federal Employer Identification Number ("FEIN") or Canada Revenue Agency Business Number ("BN"), are: Monette Farms Ltd. (BN 0221); Monette Land Corp. (BN 9609); DMO Holdings Ltd. (BN 3689); Goat's Peak Winery Ltd (BN 0281); Monette Farms BC Ltd. (BN 3314); Monette Farms Ontario Corp. (BN 3538); NexGen Seeds Ltd. (BN 3684); Monette Produce Ltd. (BN 0959); Monette Seeds Ltd. (BN 5307); Monette Farms Land GP Ltd. (BN 9220); Monette Farms Land II GP Ltd. (BN 2423); Monette Farms BC GP Ltd. (BN 0958); DMO Holdings USA, Inc. (FEIN 7641); 1012595 DE Inc. (FEIN 4459); Monette Seeds USA LLC (FEIN 7430); Monette Farms Arizona, LLC (FEIN 4502); Monette Farms USA, Inc. (FEIN 2442); Monette Produce, LLC (FEIN 9419). The Debtors' executive headquarters are located at: 280023 Range Road 14, Rocky View County, AB T4B 4L9, Canada. The Foreign Representative's service address for purposes of these Chapter 15 Cases is 520 5th Ave SW, Suite 1610, Calgary, AB T2P 3R7, Canada.

sale of the Arizona Purchased Assets (as defined below), a copy of which is attached as **Exhibit 2** to the Declaration of Deryck Helkaa filed contemporaneously herewith (the "Sale Declaration"); (ii) approving the sale of the Arizona Purchased Assets under the Bankruptcy Code; and (iii) granting related relief. In support of the Motion, the Foreign Representative respectfully represents:

PRELIMINARY STATEMENT

1. The Debtors commenced the Canadian Proceeding to implement a court-supervised sales and investment solicitation process (the "SISP") of their assets for the benefit of their creditors and to facilitate an orderly deleveraging of their balance sheet. Following this Court's recognition of the Canadian Proceedings as the Debtors' foreign main proceedings, the Canadian Court authorized the Monitor to launch the SISP for the purpose of selecting bids for the sale of all or portions of the Debtors' property. Tasked with that mandate, the Monitor has worked extensively to maximize the value of the Debtors' assets.

2. As part of the SISP, Byner Cattle Company (the "Arizona Purchaser") submitted an offer to purchase certain assets of the Debtors located in Arizona. Following negotiations, Debtor Monette Farms Arizona, LLC ("MF Arizona") and the Arizona Purchaser entered into that certain *SISP Agreement of Purchase and Sale of U.S. Assets dated August 12, 2026* (the "Arizona PSA"), a copy of which is attached to the Sale Declaration as **Exhibit 1**. Pursuant to the terms of the Arizona PSA, MF Arizona agreed to sell real property, equipment, water rights, and certain leasehold interests at the property known as the Aguila Farm (as detailed further in Schedule A to the Arizona PSA, the "Arizona Purchased Assets") to the Arizona Purchaser (the "Arizona Transaction"). Consistent with the SISP Procedures (as defined herein), the Debtors sought and obtained an order from the Canadian Court approving the Arizona Transaction (the "Arizona

SAVO"), which expressly conditions the Arizona Transaction on, among other things, the Foreign Representative obtaining this Court's approval under Bankruptcy Code section 363.

3. By this Motion, the Foreign Representative seeks (i) this Court's recognition of the Arizona SAVO in the United States, and (ii) this Court's approval, of the Arizona Transaction pursuant to Bankruptcy Code section 363. As set forth herein, the Foreign Representative has determined that, in the exercise of its sound business judgment, consummation of the Arizona Transaction will maximize the value of the Debtors' assets and is in the best interests of its creditors. No party in interest is prejudiced by the Arizona Transaction and the Debtors' lender syndicate supports the sale. For these reasons, and those set forth below, the Motion should be granted.

JURISDICTION AND VENUE

4. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b)(2). Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Foreign Representative consents to the entry of final orders or judgments by the Court if it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

5. Venue is proper before this Court pursuant to 28 U.S.C. § 1410.

6. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105, 363, 1507, 1509, 1520, 1521, 1522, 1525, and 1527, Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules") 2002, 6004, and 9014, and Local Rule 6004-1.

BACKGROUND

I. The Canadian Proceedings and Chapter 15 Cases

7. As set forth in greater detail in the *Declaration of Deryck Helkaa in Support of (I) Debtors' Verified Petition for (A) Recognition of Foreign Main Proceedings, (B) Recognition of Foreign Representative, and (C) Related Relief under Chapter 15 of the Bankruptcy Code and (II) Foreign Representative's Motion for Provisional Relief* [D.I. 6] (the "Helkaa Declaration"), the Debtors are a family farming enterprise founded in 1912. Helkaa Declaration ¶¶ 5-6. The Debtors maintain operations in the provinces of Alberta, British Columbia, Manitoba, and Saskatchewan, and the States of Arizona, Colorado, and Montana. *Id.* ¶ 5.

8. On April 17, 2026, the Debtors commenced the Canadian Proceedings under the CCAA. On April 21, 2026, the Canadian Court entered an initial order (as amended, supplemented, extended, restated, or otherwise modified from time to time, the "Initial Order") appointing FTI as Monitor and authorizing FTI to act as the Debtors' foreign representative in respect of the Canadian Proceedings. Initial Order ¶ 26.

9. On April 21, 2026, the Monitor commenced these Chapter 15 cases (the "Chapter 15 Cases") by filing voluntary petitions for relief under Chapter 15 of the Bankruptcy Code for each of the Debtors. Additional information regarding the Debtors, the Canadian Proceedings, and the facts and circumstances surrounding the Chapter 15 Cases are set forth in the *Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief under Chapter 15 of the Bankruptcy Code* [D.I. 4], *Declaration of Jeffrey Oliver as Canadian Counsel to the Debtors in Support of the Debtors' Chapter 15 Petitions and Requests for Certain Related Relief Pursuant to Chapter 15 of the Bankruptcy Code* [D.I. 5], and the Helkaa Declaration.

10. On April 24, 2026, the Court entered the *Order Granting Provisional Relief* [D.I. 33] (the "Provisional Order") giving force and effect to the Initial Order in the United States on a provisional basis. On May 1, 2026, the Canadian Court entered the amended and restated initial order (the "ARIO") approving the relief in the Initial Order on a final basis. *See Notice of Filing of Amended and Restated Initial Order* [D.I. 36].

11. On May 13, 2026, the Court entered the *Order Granting Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief under Chapter 15 of the Bankruptcy Code* [D.I. 47] (the "Recognition Order"). Among other things, the Recognition Order recognized the Canadian Proceedings as a foreign main proceeding and recognized FTI as authorized to act on behalf of the Debtors in the Chapter 15 Cases and in the United States.

12. As detailed, *inter alia*, in the Helkaa Declaration, the Debtors' primary lenders are a syndicate of lenders (the "Syndicate") who hold approximately $830 million in secured claims. *See* Helkaa Declaration ¶¶ 24-28; 54. The Bank of Nova Scotia, in its capacity as the DIP Agent and Senior Facilities Agent (the "DIP Agent") and certain members of the Syndicate (the "DIP Lenders") have agreed to provide $90 million in senior secured superpriority debtor-in-possession funding to the Debtors which has been approved by this Court and the Canadian Court. *See* Recognition Order ¶ 8; Provision Order ¶ 2.

II. The SISP

13. As set forth in greater detail in the *Second Report of FTI Consulting Canada Inc. in its Capacity as Monitor*, a copy of which is attached as **Exhibit 3** to the Sale Declaration (the "Second Monitor Report"), the SISP is the result of collaborative consultation between the Debtors, the Monitor, and the DIP Agent. *See* Second Monitor Report ¶ 51.

14. Among other things, the SISP contemplates soliciting various types of restructuring proposals, including sales of specific farmland, agricultural operations, seed processing facilities, and cattle ranches. *Id.* at ¶ 54.

15. On June 15, 2026, the Canadian Court entered 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 Debtors' business and assets or any portion thereof in accordance with the procedures outlined therein (the "SISP Procedures"); and (b) authorized the Monitor to conduct the SISP in consultation with the Debtors and the DIP Agent. A copy of the SISP Approval Order is attached to the Sale Declaration as **Exhibit 4**.

16. Pursuant to the SISP Approval Order, all sales of property in the United States require approval from this Court, in addition to any applicable Canadian Court approval. SISP Approval Order ¶ 34.

17. As set forth in greater detail in the *Third Report of FTI Consulting Canada Inc. in its Capacity as Monitor*, a copy of which is attached as **Exhibit 5** to the Sale Declaration (the "Third Monitor Report"), on June 29, 2026, the Monitor, in consultation with the Debtors and the DIP Agent, commenced the SISP, including by preparing lists of potential bidders, distributing teasers, publishing notice of the SISP in the Insolvency Insider and Western Producer, establishing a data room, and posting information on the Monitor's website. *See* Third Monitor Report ¶ 37.

18. In accordance with the SISP Procedures, the Debtors, in consultation with the Monitor and the DIP Agent, were required to engage property brokers with specialized experience and knowledge within each relevant jurisdiction to market the Debtors' assets in each applicable jurisdiction by June 15, 2026, and list for sale, by no later than June 29, 2026, all of the Debtors' farmland and related property. *Id.* at ¶ 38.

III. The Arizona Transaction

19. The Debtors own and lease certain real property in Arizona: (i) an agricultural property located in Aguila (the "Aguila Farm"); (ii) a cold produce storage building located in Tonopah (the "Produce Cooler"); and (iii) a seed facility located in Tonopah (the "Arizona Seed Facility", and together with the Aguila Farm and the Produce Cooler, the "Arizona Assets"). As described more fully in Schedule A to the PSA, the Arizona Purchased Assets only includes the Aguila Farm and not include the Produce Cooler or Arizona Seed Facility. The Aguila Farm is composed of approximately 930 acres owned by MF Arizona and 2,204 acres owned by the State of Arizona and leased to MF Arizona through the Arizona State Land Department ("ASLD").[2] MF Arizona has made a number of substantial improvements to the Aguila farm including irrigation systems, grain tanks, and wells for electric and natural gas.

20. On approximately November 17, 2025, prior to the commencement of the Canadian Proceedings, the Debtors had engaged in efforts to sell certain properties, including the Arizona Assets. To that end, the Debtors engaged Southwest Land Associates, LLC (the "Arizona Broker") to market and sell the Arizona Assets. The Aguila Farm was listed for $22 million, and the Produce Cooler and Arizona Seed Facility were listed together for $10 million. No formal offers were submitted for the Arizona Assets prior to commencement of the Canadian Proceedings.[3]

21. On June 29, 2026, the Arizona Assets were relisted in accordance with the SISP Procedures. With the approval of the DIP Agent, the Syndicate, and the Debtors, the listing price for the Aguila Farm was reduced to $18.5 million, and the listing price for the Produce Cooler and

[2] Specifically, MF Arizona is party to three ASLD leases (collectively, the "Arizona Leases"): (i) Commercial Lease No. 03-78735; (ii) Commercial Lease No. 01-110421-00; and (iii) Commercial Lease No. 01-1199-00. Generally, the Arizona Leases are ten-year leases subject to renewal and assignment based on the approval of ASLD.

[3] One party submitted a non-binding letter of interest for the Aguila Farm but decided not to go forward after conducting its diligence.

Arizona Seed Facility was reduced to $5 million. These price reductions were consistent with an appraisal obtained by the Debtors for the Arizona Purchased Assets, previous market feedback, and the recommendation of the Arizona Broker.

22. In accordance with the SISP Procedures, the Monitor and the Arizona Broker conducted a process for marketing the Arizona Assets which involved publicly listing the Arizona Assets for sale on the Arizona Broker's website and the marketing efforts conducted pursuant to the SISP, which contemplates the sale and/or refinancing of the entirety of the Debtors' assets.[4] These marketing efforts were aimed at produce shippers and packers, land investors, agricultural and water hedge funds, data center developers, and utility companies. Since November 2025, the Arizona Broker fielded over 100 email inquiries regarding the Arizona Purchased Assets. The Arizona Broker and/or the Monitor had 49 direct telephone conversations and provided additional data to 49 prospective purchasers. Six parties visited the Arizona Purchased Assets for site visits.

23. On July 7, 2026, the Arizona Purchaser provided an initial expression of interest to the Arizona Broker. Subsequently, the Arizona Purchaser submitted its offer to purchase the Aguila Farm, *i.e.*, the Arizona Purchased Assets. This was the only offer received for the Arizona Purchased Assets.[5] The Monitor, in consultation with the Debtors, the DIP Agent, and their various professionals, made a counteroffer to the Arizona Purchaser and the parties thereafter engaged in

[4] As part of those efforts, a teaser and non-disclosure agreement were distributed on June 29, 2026 to approximately 208 strategic and financial parties, the sale opportunity was posted on the Monitor's website, an advertisement of the SISP was published through Insolvency Insider, and an article regarding the sale opportunity was published in The Western Producer.

[5] Other parties expressed interest in the Arizona Purchased Assets, but no other formal offers were made. None of these expressions of interest contemplated a sale price as that offered by the Arizona Purchaser. Additionally, certain other potential purchasers expressed interest in portions of the Arizona Purchased Assets such as only the real property owned by MF Arizona, not the Arizona Leases. After discussions with the Arizona Broker, the Monitor determined that selling the owned and leased land together would maximize the value of the transaction and recovery for the Debtors' creditors.

negotiations regarding the sale price and all commercial terms of the Arizona PSA. These negotiations resulted in the Arizona Purchaser increasing the purchase price to $17 million. Ultimately, this offer was accepted given the (i) the appraised value of the Arizona Purchased Assets; (ii) the length of time that the Arizona Purchase Assets had been marketed; (iii) the recommendation of the Arizona Broker; (iv) the lack of an alternative bid; and (v) the support of the Debtors, the Monitor, and the Syndicate.

24. On August 12, 2026, MF Arizona and the Arizona Purchaser executed the Arizona PSA. In relevant part, the Arizona PSA provides for: (i) the sale of the Arizona Purchased Assets on an "as is, where is" basis for a purchase price of $17 million; (ii) closing of the sale, conditioned on (a) receiving approval from the Canadian Court and this Court, (b) re-registration of the Arizona Leases and subsequent transfer to the Arizona Purchaser,[6] (c) the Arizona Purchaser not disapproving the transaction within 10 days of reviewing environmental reports and title commitment prepared in respect of the land, and (d) the transfer of certain deeds of covenant in Arizona; (iii) closing scheduled for shortly after this Court's approval; and (iv) a deposit of 5% of the purchase price to be delivered within five days of execution of the Arizona PSA, which has been paid and is being held pending satisfaction of closing.

25. On August 11, 2026, the Debtors publicly filed the motion to approve the Arizona Transaction in the Canadian Proceedings. Attached to the motion were drafts of the Arizona SAVO and Arizona PSA. Notice was provided of a hearing to consider the Arizona Transaction and that

[6] The Arizona PSA contemplates the assignment of the Arizona Leases to the Arizona Purchaser, who is also a lessee in good standing of the ASLD. MF Arizona and the Arizona Purchaser intend to submit these assignment applications after the Court's approval of this Motion. The ASLD has met with the Monitor and is aware of the proposed Arizona Transaction and forthcoming assignment applications. The ASLD has not expressed any opposition to the assignment of the Arizona Leases to the Arizona Purchaser.

parties were entitled to respond to the motion. No opposition was lodged with respect to the Canadian Court's consideration of the Arizona Transaction.

26. As set forth in the Third Monitor Report, the Monitor recommends that the Arizona Transaction is the best available transaction under the circumstances for the following reasons:

a. the Arizona Purchased Assets were adequately exposed to the market both prior to the commencement of the Canadian Proceedings and through the SISP;

b. the Arizona Purchaser submitted a Qualified Bid in accordance with the SISP;

c. the purchase price of the Arizona Purchased Assets is supported by an appraisal;

d. no viable alternative has been identified through the SISP which would provide a superior return to stakeholders and thus the Arizona Transaction represents the highest and best available recovery in the circumstances;

e. the sale of the Arizona Purchased Assets is not expected to impact any future land purchase proposals or refinancing or investment proposals due to the location and distinct nature of the Arizona Purchased Assets;

f. the DIP Agent and the Syndicate are supportive of the Arizona Transaction; and

g. the Debtors continue to operate in good faith and with due diligence including with respect to the implementation of the SISP.

27. On August 19, 2026, the Canadian Court entered the Arizona SAVO which approved the Arizona Transaction and ratified MF Arizona's execution of the Arizona PSA. The Arizona SAVO further provides that vesting of title in the Arizona Purchased Assets is subject to this Court's recognition and approval of the Arizona Transaction. *See* Arizona SAVO ¶¶ 6-7. In accordance with orders of the Canadian Court, it is contemplated that proceeds of the sale will be used to pay the Debtors' secured lenders. *Id.* at ¶ 9; ARIO ¶¶ 48-50.

RULE 6004-1 DISCLOSURES

28. The following is a summary of certain material provisions of the Arizona PSA as required by Local Rule 6004-1.[7] The Foreign Representative believes that the Arizona PSA is fair and reasonable under the circumstances, is the result of good faith, arms' length negotiations, and is in the best interests of the Debtors, their creditors, and other stakeholders.

29. In accordance with Local Rule 6004-1, set forth below are certain provisions in the Arizona PSA, Arizona SAVO, and/or the Proposed Order that such rule requires the Foreign Representative to highlight in this Motion:[8]

Provision	Description	Location
Sale to Insider	N/A	N/A
Agreements with Management	N/A	N/A
Releases	N/A	N/A
Private Sale/No Competitive Bidding	The Arizona PSA does not contemplate an auction or any competitive bidding for the Arizona Purchased Assets beyond the process under the SISP Approval Order which allowed multiple parties to bid on the assets in accordance with Canadian law. The SISP Approval Order did not limit shopping of the Arizona Purchased Assets.	N/A

[7] Any summary of, or reference to, the terms and conditions of the Arizona PSA, Arizona SAVO, and/or the Proposed Order herein are qualified in their entirety by the actual terms and conditions of the Arizona PSA, Arizona SAVO, and Proposed Order. To the extent there is any inconsistency between any such summary or reference herein and the actual terms and conditions of the Arizona PSA, Arizona SAVO, and the Proposed Order, the actual terms and conditions of the Arizona PSA, Arizona SAVO, and/or the Proposed Order shall control.

[8] Pursuant to Local Rule 6004-1(b)(iv), a Sale Motion (as defined therein) must highlight certain provisions contained in the proposed form of sale order and/or the underlying sale agreement. The Foreign Representative has highlighted below the relevant provisions of the Arizona PSA and Arizona SAVO implicated by Local Rule 6004-1(b)(iv) by providing a citation to the relevant sections of the Arizona PSA, Arizona SAVO, and/or the Proposed Order. In addition, the Foreign Representative highlights that, pursuant to the Proposed Order, it is requesting (i) the sale to be approved under section 363(f) of the Bankruptcy Code, free and clear of any Encumbrances (as defined in the Proposed Order) and (ii) a waiver of Bankruptcy Rule 6004(h).

Provision	Description	Location
Closing and Other Deadlines	The Arizona PSA provides that the "Closing Date" shall occur five business days following the date all closing conditions have been met. The Closing Date shall not be later than the SISP Termination Date (currently November 30, 2026).	Arizona PSA §§ 1.1(j)-(k); 7.1-7.3
Good Faith Deposit	The Arizona Purchaser paid a deposit of 5% of the purchase price (the "Deposit") to the title company. The Deposit will be deducted from the purchase price to be paid by the Arizona Purchaser on the closing date. If the Arizona PSA is terminated due to a breach or default by the Arizona Purchaser, the Deposit is forfeited.	Arizona PSA §§ 3.1-3.2; 10.2
Interim Agreements with Proposed Buyer	N/A	N/A
Use of Proceeds	In accordance with orders entered by the Canadian Court, it is contemplated that the proceeds of the sale will be used to pay the Debtors' secured lenders.	Arizona SAVO ¶ 9; ARIO ¶¶ 48-50
Tax Exemption	N/A	N/A
Record Retention	N/A	N/A
Sale of Avoidance Actions	N/A	N/A
Requested Findings as to Successor Liability	The Arizona Purchaser shall not be deemed to be a successor to the Debtors.	Proposed Order ¶ 8
Sale Free and Clear of Unexpired Leases	The sale seeks to sell the Arizona Purchased Assets free and clear of all encumbrances.	Proposed Order ¶¶ 5-6 ; Arizona SAVO ¶¶ 6-11; Arizona PSA § 2.1
Credit Bid	N/A	N/A

Provision	Description	Location
Relief from Bankruptcy Rule 6004(h)	The Foreign Representative believes that any sale should be consummated as soon as practicable to preserve and maximize value. Accordingly, the Foreign Representative requests that any order approving the sale of the Arizona Purchased Assets be effective immediately upon entry of such order and that the fourteen-day stay under Bankruptcy Rule 6004(h) be waived.	Proposed Order ¶¶ F; 17

RELIEF REQUESTED

30. By this Motion, the Foreign Representative seeks entry of the Proposed Order (i) recognizing and enforcing the Arizona SAVO in the United States pursuant to Bankruptcy Code sections 105(a), 1507, 1509(b)(3), 1521(a)(7); (ii) approving the sale of the Arizona Purchased Assets pursuant to Bankruptcy Code sections 1520(a)(2) and 363(b); (iii) authorizing the sale of the Arizona Purchased Assets free and clear of all claims and encumbrances pursuant to Bankruptcy Code section 363(f); (iv) finding that the Arizona Purchaser is a good faith purchaser entitled to the protections of Bankruptcy Code section 363(m); and (v) granting related relief.

BASIS FOR RELIEF THE REQUESTED

31. Chapter 15 of the Bankruptcy Code was enacted "to provide effective mechanisms for dealing with cases of cross-border insolvency." *In re ABC Learning Ctrs. Ltd.*, 728 F.3d 301, 304 (3d Cir. 2013), *cert. denied*, *RCS Cap. Dev., LLC, v. ABC Learning Ctrs. Ltd.*, 571 U.S. 1198 (2014).

32. To that end, section 1501(a) provides the following objectives for Chapter 15:

(1) cooperation between--

> (A) courts of the United States, United States trustees, trustees, examiners, debtors, and debtors in possession; and
>
> (B) the courts and other competent authorities of foreign countries involved in cross-border insolvency cases;
>
> (2) greater legal certainty for trade and investment;
>
> (3) fair and efficient administration of cross-border insolvencies that protects the interests of all creditors, and other interested entities, including the debtor;
>
> (4) protection and maximization of the value of the debtor's assets; and
>
> (5) facilitation of the rescue of financially troubled businesses, thereby protecting investment and preserving employment.

11 U.S.C. § 1501(a). *See In re Vitro SAB de CV*, 701 F.3d 1031, 1053 (5th Cir. 2012) ("Chapter 15 provides courts with broad, flexible rules to fashion relief appropriate for effectuating its objectives in accordance with comity."); *In re SPhinX, Ltd.*, 351 B.R. 103, 112 (Bankr. S.D.N.Y. 2006) ("[C]hapter 15 maintains—and in some respects enhances—the 'maximum flexibility,' that section 304 provided bankruptcy courts . . . in light of principles of international comity and respect for the laws and judgments of other nations.") (citations omitted); *Collins v. Oilsands Quest, Inc.*, 484 B.R. 593, 597 (S.D.N.Y. 2012) ("[A] foreign judgment should generally be accorded comity if its proceedings are 'fair and impartial.'") (quoting *In re Ephedra Prods. Liab. Litig.*, 349 B.R. 333, 336 (S.D.N.Y. 2006)).

33. As set out more fully below, two independent statutory bases support the relief requested. First, pursuant to Bankruptcy Code section 1521, recognition and enforcement of the Arizona SAVO is appropriate. Second, because the Arizona Purchased Assets are within the territorial jurisdiction of the United States, Bankruptcy Code sections 1520 and 363 authorize the approval of the Arizona Transaction.

I. The Court Should Recognize and Enforce the Arizona SAVO Under Bankruptcy Code Sections 1521, 1507, and 105(a)

34. Upon recognition of a foreign proceeding as a foreign main proceeding, Bankruptcy Code section 1521 empowers the Court, "at the request of the foreign representative, [to] grant any appropriate relief," including "any additional relief that may be available to the trustee, except for relief available under sections 522, 544, 545, 547, 548, 550, and 724(a)." 11 U.S.C. § 1521(a)(7). *See In re Energy Coal S.P.A.*, 582 B.R.619, 626–27 (Bankr. D. Del. 2018) ("Section 1521 gives [] court[s] broad discretion to 'grant any appropriate relief' to further the purpose of chapter 15."). Thus, foreign representatives, with certain exceptions not applicable here, are entitled to seek "any appropriate relief" available to a trustee. *See In re Markus*, 610 B.R. 64, 84 (Bankr. S.D.N.Y. 2019), *aff'd*, 620 B.R. 31 (S.D.N.Y. 2020) ("Courts have likened the authority provided to a Foreign Representative under sections 1521(a) and (b) to that of a trustee."). Bankruptcy courts frequently enforce orders issued by foreign courts as "appropriate relief" under Bankruptcy Code section 1521(a). Additionally, section 105(a) of the Bankruptcy Code provides a bankruptcy court with broad powers in the administration of a case under the Bankruptcy Code, as "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a).

35. Bankruptcy Code section 1522 requires that the interests of creditors, the debtor, and other interested parties be "sufficiently protected." 11 U.S.C. § 1522(a). Although the Bankruptcy Code does not define "sufficient protection," it "requires a balancing of the interests of [d]ebtors, creditors, and other interested parties." *In re Petroforte Brasileiro de Petroleo Ltda.*, 542 B.R. 899, 909 (Bankr. S.D. Fla. 2015); *In re Better Place, Inc.*, No. 13-11814 (LSS), at *19 (Bankr. D. Del. Feb. 5, 2018) [Docket No. 146] ("The analysis under [section] 1522 is one of 'balancing the respective interests based on the relative harms and benefits in light of the

circumstances presented.'") (citations omitted); H.R. Rep. No. 109-31, pt. 1, at 116 (2005) (describing such protection as lacking where "it is shown that the foreign proceeding is seriously and unjustifiably injuring United States creditors.").

36. Moreover, Bankruptcy Code section 1507 permits the Court to grant the requested relief as "additional assistance." 11 U.S.C. § 1507; *In re Vitro SAB de CV*, 701 F.3d, at 1057 (explaining that section 1507's "broad grant of assistance is intended to be a catch-all") (internal quotation marks omitted); *see also* H.R. Rep. No. 109-31, pt. 1, at 109 (2005) (noting that section 1507 authorizes "additional relief" beyond that available under section 1521 of the Bankruptcy Code). Section 1509(b)(3) of the Bankruptcy Code additionally provides that "a court in the United States shall grant comity or cooperation to the foreign representative." 11 U.S.C. § 1509(b)(3).

37. In determining whether to exercise its discretion to grant additional relief under section 1507(a), courts are instructed to be guided by principles of comity. *See* 11 U.S.C. § 1507(b). Additionally, section 1507(b) of the Bankruptcy Code, in relevant part, directs courts to consider "whether such additional assistance, consistent with . . . principles of comity, will reasonably assure" the:

> (1) just treatment of all holders of claims against or interests in the debtor's property;
>
> (2) protection of claim holders in the United States against prejudice and inconvenience in the processing of claims in such foreign proceeding; [and]
>
> (3) prevention of preferential or fraudulent dispositions of property of the debtor . . . .

Id.

38. Enforcing the Arizona SAVO as appropriate relief satisfies the requirement of Bankruptcy Code section 1522 that the interests of creditors, the debtors, and other parties in interest are sufficiently protected in the Canadian Proceedings. Creditors were provided notice of

the hearing to consider approval of the Arizona SAVO as required under applicable Canadian law and procedure. Creditors were also provided the opportunity to object and be heard in the Canadian Proceedings. The Foreign Representative, in its capacity as the Monitor in the Canadian Proceedings, designed and ran the sale of the Arizona Purchased Assets as "the independent officer appointed by the Canadian Court to provide objective oversight and ensure the restructuring is fair and impartial to all stakeholders." *In re Iovate Health Scis. Int'l Inc.*, No. 25-11958 (MG), 2026 WL 1295907 at *10 (Bankr. S.D.N.Y. May 12, 2026) (quoting *In re Asbestos Corp. Ltd.*, 674 B.R. 855, 875-76 (Bankr. S.D.N.Y. 2025)).

39. Moreover, the interests of the ASLD (*i.e.*, the lessor of the Arizona Leases) are sufficiently protected because the transfer of the Arizona Leases to the Purchaser will comply with applicable state law. Indeed, under Arizona law, the ASLD has a consent right over the assignment of the Arizona Leases to the Arizona Purchaser and will not approve an assignment if there is unpaid rent or other defaults under the Arizona Leases.[9] Following entry of the Proposed Order, MF Arizona will submit applications with the ASLD to obtain its approval for the transfer of the Arizona Leases to the Arizona Purchaser, which is a condition to closing of the Arizona Transaction.

40. Recognition of the Arizona SAVO will also provide the Canadian Court with assistance in administering the Canadian Proceedings as it will ensure the Canadian Court's order is uniformly carried out across borders. *See, e.g.*, C*ornfeld v. Investors Overseas Servs., Ltd.*, 471 F. Supp. 1255, 1259 (S.D.N.Y. 1979) ("The fact that the foreign country involved is Canada is significant. It is well settled in New York that the judgments of the Canadian courts are to be given

[9] See A.R.S. § 37-286(B) ("A lessee of state lands who is not in default in rent, and who has kept and performed all the conditions of his lease, may, with the written consent of the department, assign the lease").

effect under principles of comity. Trustees in bankruptcy appointed by Canadian courts have been recognized in actions commenced in the United States. More importantly, Canada is a sister common law jurisdiction with procedures akin to our own, and thus there need be no concern over the adequacy of the procedural safeguards of Canadian proceedings.") (cleaned up). Thus, recognizing and enforcing the Arizona SAVO advances the express objectives of Bankruptcy Code section 1501(a) as it would promote the efficient administration of the Debtors' assets and provide cooperation between this Court and the Canadian Court. *See* 11 U.S.C. §§ 1525(a) ("[c]onsistent with section 1501, the court shall cooperate to the maximum extent possible with a foreign court or a foreign representative"); 1527(3) (cooperation may include "coordination of the administration and supervision of the debtor's assets and affairs"). Additionally, recognition of the Arizona SAVO is not manifestly contrary to U.S. public policy. *See* 11 U.S.C. § 1506; *In re ABC Learning Ctrs. Ltd.*, 728 F.3d 301, 309 (3d Cir. 2013). Courts in this district regularly grant relief similar to that requested in this Motion. *See, e.g.*, *In re Teal Jones Holdings Ltd.*, No. 24-10890 (TMH) [Docket No. 143] (Bankr. D. Del. Jan. 12, 2026) (recognizing and approving foreign order and approving sale of assets under Bankruptcy Code section 363); *In re Bench Accounting, Inc.*, No. 25-10463-LSS [Docket No. 29] (Bankr. D. Del. Apr. 9, 2025) (same).

41. Accordingly, the Foreign Representative respectfully requests that this Court recognize and give effect to the Arizona SAVO.

II. The Court Should Authorize the Arizona Transaction Under Bankruptcy Code Sections 363 and 1520

42. In relevant part, Bankruptcy Code section 1520(a)(2) provides that "[u]pon recognition of a foreign proceeding that is a foreign main proceeding . . . section[] 363 [of the Bankruptcy Code] appl[ies] to a transfer of an interest of the debtor in property that is within the

territorial jurisdiction of the United States to the same extent that the section[] would apply to property of an estate." 11 U.S.C. § 1520(a)(2).

43. Additionally, Bankruptcy Code section 1520(a)(3) provides that, upon recognition of a foreign main proceeding, "unless the court orders otherwise, the foreign representative may operate the debtor's business and may exercise the rights and powers of a trustee under and to the extent provided by section[] 363 [of the Bankruptcy Code]." 11 U.S.C. § 1520(a)(3). *See, e.g.*, *In re Elpida Memory, Inc.*, No. 12-10947 (CSS), 2012 WL 6090194, at *5 (Bankr. D. Del. Nov. 20, 2012) (applying Bankruptcy Code section 363 to sale of assets located in the United States).

44. Bankruptcy Code section 363 provides that a debtor, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). As this Court recently held, "[t]he standard for section 363 in this jurisdiction is well-settled. A sale outside of the ordinary course of business can be approved if: (i) a sound business purpose exists, (ii) the sale price is fair, (iii) adequate notice has been provided and (iv) the purchaser has acted in good faith." *In re Goli Nutrition Inc.*, No. 24-10438 (LSS), 2024 WL 1748460, at *5 (Bankr. D. Del. Apr. 23, 2024); *see also In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) ("In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions."); *In re Culp*, 545 B.R. 827 (D. Del. 2016), *aff'd*, 681 F. App'x 140 (3d Cir. 2017) ("[t]ransactions under Section 363 must be based upon the sound business judgment of the trustee.").

45. "The test considers the benefit to the debtor's estate and, '[i]f a valid business justification exists, then a strong presumption follows that the agreement was negotiated in good faith and is in the best interests of the estate.'" *In re Canoo, Inc.*, 832 F. Supp. 3d 417, 422–23 (D.

Del. 2026) (quoting *In re Culp*, 545 B.R. at 844). To that end, "[w]here the [trustee] articulates a reasonable basis for the business decision, courts will generally not entertain objections." *In re Mallinckrodt PLC*, No. 20-12522 (JTD), 2022 WL 906458, at *6 (D. Del. Mar. 28, 2022) (quoting *In re Culp*, 545 B.R. at 844). "As applied in the Third Circuit, a court should approve a debtor's use of assets outside the ordinary course of business if the debtor can demonstrate a sound business justification for the proposed transaction." *Computer Sales Int'l, Inc. v. Federal Mogul (In re Federal Mogul Global, Inc.)*, 293 B.R. 124, 126 (D. Del. 2003). *See also In re Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1990) (holding that a debtor's demonstration of a valid business purpose leads to the presumption "that in making [the] business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.").

46. Here, the Arizona Transaction is a prudent exercise of the Foreign Representative's business judgment for several reasons. *First*, the Arizona Purchased Assets went through a robust and open marketing and sale process both pre-filing and under the SISP Approval Order. The Foreign Representative and the Arizona Broker received the Arizona Purchaser's bid and negotiated the terms of the Arizona PSA to maximize the value of the Arizona Purchased Assets for the benefit of all stakeholders. This is a sound business reason justifying the sale. Moreover, the sale is supported by the Syndicate, which is the largest creditor constituency of the Debtors holding over $800 million of secured debt and a portion of which provided the Debtors with up to $90 million of DIP financing. As such, approval under Bankruptcy Code section 363 is appropriate.

47. *Second*, throughout the Canadian Proceedings, the Foreign Representative has complied with all notice and service requirements under the CCAA, including notice of the SISP

and proposed Arizona Transaction. This Motion will be served and noticed in accordance with the relevant Bankruptcy Rules and Local Rules. Thus, all parties with an interest in the Arizona Transaction, both in the Canadian Proceedings and the Chapter 15 Cases will have been provided notice and an opportunity to be heard.

48. *Third*, the Arizona PSA is fair and reasonable and the result of arm's length, good faith negotiations. The Foreign Representative believes the Arizona PSA provides the highest and best value to the Debtors and their stakeholders for the Arizona Purchased Assets under the circumstances. The fairness and reasonableness of the consideration received by the Debtors was validated through the Canadian Court-approved SISP process and is consistent with the appraisal for the Arizona Purchased Assets. Therefore, the Foreign Representative believes that the Arizona PSA presents the best opportunity to maximize the value of the Arizona Purchased Assets. Because no other offers were received for the Arizona Purchased Assets, the Foreign Representative believes that any additional marketing and sale process is unlikely to result in obtaining higher or better offers in the near term. Instead, it would lead to additional expense to the Debtors' estates with no assurance of any better result. As such, given the Debtors' financial circumstances and the agreement of all relevant stakeholders, including the Syndicate, consummation of the Arizona Transaction is the best available option to maximize the value of the Arizona Purchased Assets for the benefit of the Debtors' estates.

49. For these reasons, the Court's approval of the Arizona PSA is appropriate. Accordingly, the Foreign Representative respectfully requests that the Court approve the Arizona Transaction under Bankruptcy Code section 363.

A. The Court Should Approve the Arizona Transaction Free and Clear of All Encumbrances under Bankruptcy Code Section 363(f)

50. Bankruptcy Code section 363(f) permits a debtor to sell assets free and clear of any other party's interest in such property if any of the following conditions are met:

> (1) applicable non bankruptcy law permits sale of such property free and clear of such interest;
>
> (2) such entity consents;
>
> (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
>
> (4) such interest is in bona fide dispute; or
>
> (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f)(1)-(5). *In re SilverRock Dev. Co., LLC*, No. 24-11647 (MFW), 2025 WL 3492145, at *4 (D. Del. Dec. 5, 2025) ("Section 363(f) is written in the disjunctive, not the conjunctive, and any one of the five conditions are met, the debtor has authority to conduct the sale free and clear of all liens.") (quoting *In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002)).

51. The Foreign Representative submits that the sale of the Arizona Purchased Assets free and clear of all encumbrances, except for Permitted Encumbrances,[10] satisfies the requirements of Bankruptcy Code section 363(f). The DIP Agent has consented to the Arizona Transaction, thus satisfying Bankruptcy Code section 363(f)(2). Additionally, the Foreign Representative has provided notice of the proposed sale to all holders of encumbrances, in accordance with the service requirements of the CCAA and the applicable Bankruptcy Rules and

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[10] The Arizona Purchaser is currently finalizing the schedule of Permitted Encumbrances in accordance with the Arizona PSA, which will be filed as a supplemental exhibit.

Local Rules. Thus, the Foreign Representative requests that unless a party asserting a prepetition encumbrance on any of the Arizona Purchased Assets timely objects to this motion, such party will be deemed to have consented to the sale of the Arizona Purchased Assets. *See, e.g.*, *In the Matter of Tabone, Inc. (Hargrave v. Twp. of Pemberton)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (creditor deemed to consent to relief requested in sale motion by failing to object). The sale of the Arizona Purchased Assets, free and clear of all interests, as provided in the Arizona SAVO and the Proposed Order, satisfies the requirements of Bankruptcy Code section 363(f).

52. Any sale other than one free and clear of all encumbrances would yield substantially less value for the Debtors and their creditors. Therefore, a free and clear sale is in the best interest of the Debtors, their creditors, and other parties in interest.

B. The Arizona Purchaser is a Good-Faith Purchaser Entitled to Protection Under Bankruptcy Code Section 363(m)

53. Bankruptcy Code section 363(m) provides:

> The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m). Because "good faith" is not defined in the Bankruptcy Code, "[c]ourts applying 363(m) . . . have turned to 'traditional equitable principles, holding that the phrase encompasses one who purchases in "good faith" and for "value".'" *In re Former BL Stores, Inc.*, No. 24-11967 (JKS), 2026 WL 867570, at *8 (D. Del. Mar. 30, 2026) (quoting *In re Abbotts Dairies of Penn., Inc.*, 788 F.2d 143, 147 (3d Cir. 1986)).

54. Here, the Arizona Purchaser is not an insider and is not related to any insiders. The Foreign Representative, the Debtors, and the Arizona Purchaser negotiated the Arizona PSA at

arm's length in good faith and for fair value. The Arizona PSA fully sets forth the terms of the Arizona Transaction and provided parties in interest notice and an opportunity to object. Moreover, as set forth above, the Foreign Representative undertook a process to solicit the highest and best offers for the Arizona Purchased Assets. There have been no bad faith allegations, and the Foreign Representative is not aware of any such allegations. Accordingly, the Arizona Purchaser is entitled to a finding that it is a good faith purchaser under Bankruptcy Code section 363(m).

RULE 6004(H) WAIVER REQUEST

55. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." The Foreign Representative respectfully submits that cause exists to waive the 14-day stay under Bankruptcy Rule 6004(h). Any delay in closing the Arizona Transaction could jeopardize the Debtors' realization of the full benefit of the Arizona Transaction to the detriment of the Debtors and their stakeholders.

56. An immediately effective order will expedite the closing of the Arizona Transaction, including obtaining approvals from the ASLD. Waiving the 14-day stay will not prejudice the Debtors or any party in interest because all parties will have had the opportunity to be heard in both the Canadian Court and this Court. Accordingly, the Foreign Representative respectfully requests that the Court waive the 14-day stay provided for in Bankruptcy Rule 6004(h).

NOTICE

57. Notice of this Motion will be provided to the following parties: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the DIP Lenders; (c) counsel to the DIP Agent; (d) counsel to the Arizona Purchaser; (e) the Arizona State Land Department; (f) all parties known or reasonably believed to have asserted any lien, claim, interest, or encumbrance on

the Arizona Purchased Assets; (g) the Internal Revenue Service; (h) the Arizona Department of Revenue; and (i) all parties that have requested notice pursuant to Rule 2002.

58. In light of the nature of the relief requested, the Foreign Representative submits that no other or further notice need be given.

NO PRIOR REQUEST

59. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, for the reasons set forth herein, the Foreign Representative respectfully requests that this Court enter the Proposed Order (i) recognizing and giving full force and effect to the Arizona SAVO in the United States; (ii) authorizing and approving the sale of the Arizona Assets to the Arizona Purchaser; and (iii) granting such other relief as the Court deems just and proper.

Dated: September 4, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Stephen J. Astringer

KOBRE & KIM LLP
Jacob R. Kirkham (No. 5768)
Stephen J. Astringer (No. 6375)
600 North King Street, Suite 501
Wilmington, Delaware 19801
Telephone: (302) 518-6460
Facsimile: (302) 518-6461
jacob.kirkham@kobrekim.com
stephen.astringer@kobrekim.com

-and-

Daniel J. Saval (admitted *pro hac vice*)
John G. Conte (admitted *pro hac vice*)
Alaina Heine (admitted *pro hac vice*)
800 Third Avenue
New York, New York 10022
Telephone: (212) 488-1220
Facsimile: (212) 488-1220
daniel.saval@kobrekim.com
john.conte@kobrekim.com
alaina.heine@kobrekim.com

Counsel to the Foreign Representative

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 15
Monette Farms Ltd., *et al.*,[1]	Case No. 26-10547-LSS
Debtors in a Foreign Proceeding.	(Jointly Administered)
	Objection Deadline: September 22, 2026 at 4:00 p.m. (ET) **Hearing Date: September 29, 2026 at 3:00 p.m. (ET)**

NOTICE OF HEARING[2] ON MOTION OF FOREIGN REPRESENTATIVE FOR ENTRY OF AN ORDER (I) RECOGNIZING CANADIAN SALE ORDER, (II) AUTHORIZING AND APPROVING SALE OF ASSETS, AND (III) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that, on September 4, 2026, FTI Consulting Canada Inc. ("FTI"), the court-appointed monitor and authorized foreign representative (in such capacity, the "Foreign Representative") of the above-captioned debtors (collectively, the "Debtors"), which are subject of jointly-administered proceedings (the "Canadian Proceedings") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "CCAA"), pending before the Court of King's Bench of Alberta (the "Canadian Court"), filed the *Motion of Foreign Representative for Entry of an Order (I) Recognizing Canadian Sale Order, (II) Authorizing and Approving Sale of Assets, and (III) Granting Related Relief* (the "Motion") with the U.S. Bankruptcy Court for the District of Delaware (the "Court").

[1] The Debtors in these Chapter 15 cases, along with the last four digits of each Debtor's U.S. Federal Employer Identification Number ("FEIN") or Canada Revenue Agency Business Number ("BN"), are: Monette Farms Ltd. (BN 0221); Monette Land Corp. (BN 9609); DMO Holdings Ltd. (BN 3689); Goat's Peak Winery Ltd (BN 0281); Monette Farms BC Ltd. (BN 3314); Monette Farms Ontario Corp. (BN 3538); NexGen Seeds Ltd. (BN 3684); Monette Produce Ltd. (BN 0959); Monette Seeds Ltd. (BN 5307); Monette Farms Land GP Ltd. (BN 9220); Monette Farms Land II GP Ltd. (BN 2423); Monette Farms BC GP Ltd. (BN 0958); DMO Holdings USA, Inc. (FEIN 7641); 1012595 DE INC. (FEIN 4459); Monette Seeds USA LLC (FEIN 7430); Monette Farms Arizona, LLC (FEIN 4502); Monette Farms USA, Inc. (FEIN 2442); Monette Produce, LLC (FEIN 9419). The Debtors' executive headquarters are located at: 280023 Range Road 14, Rocky View County, AB T4B 4L9, Canada. The Foreign Representative's service address for purposes of these Chapter 15 Cases is 520 5th Ave SW, Suite 1610, Calgary, AB T2P 3R7, Canada.

[2] Any party who wishes to participate is required to register using eCourt-Appearance tool through https://ecf.deb.uscourts.gov/cgi-bin/nysbAppearances.pl. Please refer to Judge Silverstein's Chambers Procedures (https://www.deb.uscourts.gov/sites/deb/files/judge/Judge%20Laurie%20Selber%20Silverstein/LSS%20CHAMBERS%20PROCEDURES.pdf) and the Court's website (http://www.deb.uscourts.gov/ecourt-appearances) for more information.

PLEASE TAKE FURTHER NOTICE that a hearing to consider the Motion (the "Hearing") will be held on **September 29, 2026 at 3:00 p.m. (ET)**, before the Honorable Laurie Selber Silverstein at the United States Bankruptcy Court for the District of Delaware, located at 824 North Market Street, 6th Floor, Courtroom No. 2, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that any objections or responses to the relief requested in the Motion must (a) be in writing and specify the nature of such objection; (b) comply with the Bankruptcy Rules and Local Rules; (c) be filed with the Clerk of the Bankruptcy Court, 824 Market Street, Third Floor, Wilmington, Delaware 19801, on or before **September 22, 2026 at 4:00 p.m. (ET)** (the "Objection Deadline"); and (d) be served on (i) counsel to the Foreign Representatives, Kobre & Kim LLP, 600 North King Street, Suite 501, Wilmington, Delaware 19801, Attn: Jacob R. Kirkham (jacob.kirkham@kobrekim.com) and Stephen J. Astringer (stephen.astringer@kobrekim.com); and Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022, Attn: Daniel J. Saval (daniel.saval@kobrekim.com), John G. Conte (john.conte@kobrekim.com), and Alaina Heine (alaina.heine@kobrekim.com); (ii) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King St., Suite 2207, Lockbox 35, Wilmington, Delaware 19801 Attn: Joseph J. McMahon (Joseph.McMahon@usdoj.gov) and Benjamin A. Hackman (Benjamin.A.Hackman@usdoj.gov); and (iii) all other parties who have requested notice in these cases pursuant to Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THEN THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: September 4, 2026
Wilmington, Delaware

Respectfully submitted,

<u>/s/ Stephen J. Astringer</u>
KOBRE & KIM LLP
Jacob R. Kirkham (No. 5768)
Stephen J. Astringer (No. 6375)
600 North King Street, Suite 501
Wilmington, Delaware 19801
Telephone: (302) 518-6460
Facsimile: (302) 518-6461
jacob.kirkham@kobrekim.com
stephen.astringer@kobrekim.com

-and-

Daniel J. Saval (admitted *pro hac vice*)
John G. Conte (admitted *pro hac vice*)
Alaina Heine (admitted *pro hac vice*)
800 Third Avenue
New York, New York 10022
Telephone: (212) 488-1200
Facsimile: (212) 488-1220
daniel.saval@kobrekim.com
john.conte@kobrekim.com
alaina.heine@kobrekim.com

Counsel to the Foreign Representative

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 15
Monette Farms Ltd., *et al.*,[1]	Case No. 26-10547-LSS
Debtors in a Foreign Proceeding.	(Jointly Administered)
	Re: D.I. 54

ORDER (I) RECOGNIZING CANADIAN SALE ORDER, (II) AUTHORIZING AND APPROVING SALE OF ASSETS, AND (III) GRANTING RELATED RELIEF

Upon consideration of the Motion (the "Motion")[2] of FTI Consulting Canada Inc. ("FTI"), in its capacity as the authorized foreign representative (the "Foreign Representative") of the above-captioned debtors (collectively, the "Debtors"), which are the subject of the proceedings (the "Canadian Proceedings") currently pending before the Court of King's Bench of Alberta (the "Canadian Court"), initiated pursuant to Canada's *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "CCAA"), for entry of an order (this "Order"): (i) recognizing and enforcing the Arizona SAVO approving the sale of the Arizona Purchased Assets; (ii) approving the sale of the Arizona Purchased Assets under the Bankruptcy Code; and (iii) granting related relief; and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court

[1] The Debtors in these Chapter 15 cases, along with the last four digits of each Debtor's U.S. Federal Employer Identification Number ("FEIN") or Canada Revenue Agency Business Number ("BN"), are: Monette Farms Ltd. (BN 0221); Monette Land Corp. (BN 9609); DMO Holdings Ltd. (BN 3689); Goat's Peak Winery Ltd (BN 0281); Monette Farms BC Ltd. (BN 3314); Monette Farms Ontario Corp. (BN 3538); NexGen Seeds Ltd. (BN 3684); Monette Produce Ltd. (BN 0959); Monette Seeds Ltd. (BN 5307); Monette Farms Land GP Ltd. (BN 9220); Monette Farms Land II GP Ltd. (BN 2423); Monette Farms BC GP Ltd. (BN 0958); DMO Holdings USA, Inc. (FEIN 7641); 1012595 DE INC. (FEIN 4459); Monette Seeds USA LLC (FEIN 7430); Monette Farms Arizona, LLC (FEIN 4502); Monette Farms USA, Inc. (FEIN 2442); Monette Produce, LLC (FEIN 9419). The Debtors' executive headquarters are located at: 280023 Range Road 14, Rocky View County, AB T4B 4L9, Canada. The Foreign Representative's service address for purposes of these Chapter 15 Cases is 520 5th Ave SW, Suite 1610, Calgary, AB T2P 3R7, Canada.

[2] Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Motion.

for the District of Delaware, dated as of February 29, 2012; and it appearing that venue is proper before this Court pursuant to 28 U.S.C. § 1410; and the Court having considered and reviewed the Motion and having held a hearing to consider the relief requested therein (the "Hearing"); and adequate and sufficient notice of the filing of the Motion having been given by the Foreign Representative and no other or further notice needing to be provided; and there being no objections or other responses filed that have not been overruled, withdrawn, or otherwise resolved; and after due deliberation and sufficient cause appearing therefore,

THE COURT HEREBY FINDS AND DETERMINES THAT:

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012.

C. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

D. Venue is proper in this district pursuant to 28 U.S.C. § 1410.

E. This Order constitutes a final and appealable order as set forth in 28 U.S.C. § 158(a).

F. Notwithstanding Bankruptcy Rule 6004(h), this Court finds that there is no reason for delay in the implementation of this Order and directs entry of judgment as set forth herein.

G. The relief granted in this Order is necessary and appropriate, is in the interest of the public, promotes international comity, is consistent with the public policies of the United States, is warranted under Bankruptcy Code sections 105, 363, 1507, 1509, 1520, 1521, 1522, 1525, and 1527, Bankruptcy Rules 2002, 6004, and 9014, and Local Rule 6004-1, and will not cause any hardship to any parties in interest that is not outweighed by the benefits of the relief granted.

H. On May 13, 2026, the Court entered the *Order Granting Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief under Chapter 15 of the Bankruptcy Code* [D.I. 47] (the "Recognition Order"). All findings in the Recognition Order are incorporated herein by reference and remain in full force and effect except to the extent expressly modified by this Order.

I. On June 12, 2026, the Canadian Court entered an order (the "SISP Order") that, among other things, authorized the Foreign Representatives to implement a sales and investment solicitation process (the "SISP") in accordance with its terms.

J. On August 19, 2026, the Canadian Court entered the Arizona Sale Approval and Vesting Order (the "Arizona SAVO"), approving, among other things, the sale of the Arizona Purchased Assets to the Arizona Purchaser under the Arizona PSA.

K. Based on the affidavits of service filed with the Motion, and the representations made to this Court: (i) notice of the Motion, the Hearing, and the Arizona SAVO was proper, timely, adequate, and sufficient under the circumstances of these Chapter 15 Cases and complied with the requirements of the Bankruptcy Code, Bankruptcy Rules, and Local Rules; and (ii) no other or further notice of the Motion, the Arizona SAVO, or entry of this Order is necessary or shall be required.

L. The Arizona PSA, each of its terms, and the transactions contemplated therein were negotiated, proposed, and entered into by the Debtors and Arizona Purchaser in good faith, without collusion, and from arm's length bargaining positions.

M. The Debtors' entry into and performance under the Arizona PSA and related agreements: (i) constitutes a sound and reasonable exercise of the Debtors' business judgment; (ii) provides value to the Debtors and is in the best interests of the Debtors, their creditors, and their stakeholders; and (iii) is reasonable and appropriate under the circumstances.

N. The consideration provided by the Arizona Purchaser for the Arizona Purchased Assets under the Arizona PSA constitutes fair consideration and reasonably equivalent value for the Arizona Purchased Assets under the Bankruptcy Code and other laws of the United States.

O. The Arizona Transaction does not amount to a consolidation, merger, or de facto merger of Arizona Purchaser and any of the Debtors. Arizona Purchaser is not, and shall not be deemed to be, a mere continuation, and is not holding itself out as a mere continuation, of any of the Debtors, and there is no continuity between the Arizona Purchaser and the Debtors.

P. The Arizona Purchaser is a "good faith purchaser" within the meaning of Bankruptcy Code section 363(m), is purchasing the Arizona Purchased Assets in good faith, and, accordingly, is entitled to all of the protections afforded by Bankruptcy Code section 363(m).

Q. Based on the information contained in the Motion and the Sale Declaration, and the record made at the Hearing, the Foreign Representative, the Debtors, and the Arizona Broker conducted the SISP to solicit interest in, among other things, the Arizona Purchased Assets in accordance with the terms of the SISP Order, and such process was non-collusive, duly noticed, and provided a reasonable opportunity for potential buyers to make any offer. The Foreign Representative supports the Arizona Transaction, and it is appropriate that the Arizona Purchased

Assets be sold to the Arizona Purchaser on the terms and subject to the conditions set forth in the Arizona PSA.

R. The Arizona PSA was not entered into for the purpose of hindering, delaying, or defrauding any present or future creditors of the Debtors.

S. The total consideration to be provided under the Arizona PSA reflects the Arizona Purchaser's reliance on this Order to provide it, pursuant to Bankruptcy Code sections 105(a) and 363(f), with title and possession of the Arizona Purchased Assets free and clear of and from any and all encumbrances, except for the Permitted Encumbrances, to the extent and as provided for in the Arizona SAVO.

T. The sale of the Arizona Purchased Assets to the Arizona Purchaser will be a legal, valid, and effective sale of the Arizona Purchased Assets, and will vest the Arizona Purchaser with all rights, title, and interests in and to the Arizona Purchased Assets, free and clear of and from any and all encumbrances, except for the Permitted Encumbrances, to the extent and as provided for in the Arizona SAVO.

U. The Foreign Representative and the Debtors, as appropriate: (i) have full power and authority to execute the Arizona PSA and all other documents contemplated in connection with the Sale; (ii) have all the power and authority necessary to consummate the Arizona Transaction; and (iii) upon entry of this Order, other than any consents identified in the Arizona PSA, need no consent or approval from any other person, entity, or governmental unit to consummate the Arizona Transaction. The Arizona Transaction has been duly and validly authorized by all necessary corporate action of the Debtors.

V. The Arizona PSA is a valid and binding contract between MF Arizona and the Arizona Purchaser and shall be enforceable in accordance with its terms. The Arizona Transaction will be enforceable against and binding upon (without posting any bond) the Debtors and the Foreign Representative and shall not be subject to rejection or avoidance by the foregoing parties or any other person or entity.

W. The Arizona Purchaser would not have entered into the Arizona PSA and would not consummate the purchase of the Arizona Purchased Assets and the related transactions, thus adversely affecting the Debtors, their estates, and their creditors, and other parties in interest, if the sale of the Arizona Purchased Assets to the Arizona Purchaser was not free and clear of and from any and all encumbrances (including liens, claims, and other interests), except for the Permitted Encumbrances, to the extent and as provided for in the Arizona SAVO, or if Arizona Purchaser would, or in the future could, be liable on account of any encumbrance, including, as applicable, certain liabilities related to the Arizona Purchased Assets that will not be assumed by the Arizona Purchaser, as described in the Arizona PSA.

X. A sale other than free and clear of and from any and all encumbrances would yield substantially less value than the Arizona Transaction; therefore, the Arizona Transaction is in the best interests of the Debtors, their creditors, and other parties in interest.

Y. The DIP Agent, whose collateral is subject to the Arizona Transaction, supports disposition of the Arizona Purchased Assets. As such, it is appropriate that the Arizona Purchased Property be sold on the terms and subject to the conditions set forth in the Arizona PSA.

Z. The Arizona Purchased Assets include certain leasehold interests held by MF Arizona under leases with the Arizona State Land Department ("ASLD"), the assignment of which requires the ASLD's written consent under Arizona Revised Statutes § 37-286(B). The Arizona Purchaser's obligation to close is conditioned on the delivery of all documents and consents required for such assignment, and the Arizona Purchaser is not required to close on a partial conveyance.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. All objections, if any, to the relief requested in the Motion that have not been withdrawn, waived, or settled by stipulation filed with this Court, and all reservations of rights are overruled on the merits.

3. The Arizona SAVO, and each of its terms and provisions are given full force and effect in the United States.

4. Entry into the Arizona PSA and consummation of the Arizona Transaction on the terms set forth in the Arizona PSA, Arizona SAVO, and this Order, and all of the terms and conditions of each of the foregoing are approved and authorized under Bankruptcy Code sections 105, 363, 1507, 1509, 1520, 1521, 1522, 1525, and 1527, Bankruptcy Rules 2002, 6004, and 9014, and Local Rule 6004-1. The failure specifically to include any particular provision of the Arizona PSA in this Order does not diminish or impair the effectiveness of such provision; it is the intention of the Court that entry into the Arizona PSA and consummation of the Arizona Transaction are entirely authorized and approved.

5. Upon the closing of the Arizona Transaction and delivery of the Monitor's Certificate, pursuant to Bankruptcy Code sections 105(a), 363(b), (f), 1520(a)(2), and 1521, all of MF Arizona's right, title, and interest in and to the Arizona Purchased Assets shall be transferred and shall vest absolutely in the Arizona Purchaser (or its nominee), free and clear of all claims (including encumbrances) other than Permitted Encumbrances attached hereto as Exhibit 1, with such claims to attach to the net proceeds of the Arizona Transaction.

6. Pursuant to paragraph 9 of the Arizona SAVO, following delivery of the Monitor's Closing Certificate and registration of title to the Arizona Purchased Assets in the name of the Arizona Purchaser as required pursuant to Arizona law, the Monitor is authorized to pay the net proceeds from the Arizona Transaction to the Syndicate in accordance with paragraphs 48 to 50 of the ARIO.

7. The provisions of this Order authorizing the sale and assignment of the Arizona Purchased Assets free and clear of liens, claims, encumbrances, and other interests shall be self-executing, and the Debtors and the Arizona Purchaser shall not be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order. The terms and provisions of this Order shall be treated as sufficient evidence of record or title to the Arizona Purchased Assets. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any liens and other encumbrances of record. If any person or entity which has filed statements or other documents or agreements evidencing liens on, or interests in, all or any portion of the Arizona Purchased Assets shall not have delivered to the Debtors prior to the Closing Date (as defined in the Arizona PSA), in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all liens or interests which the person or entity has or may assert with respect to all or any portion of the Assets, the Foreign Representative is hereby authorized and directed, and the Buyer is hereby authorized, on behalf of the Debtors and each of the Debtors' creditors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Arizona Purchased Assets.

8. The Arizona Purchaser is a good faith purchaser within the meaning of Bankruptcy Code section 363(m) and is entitled to all of the protections afforded thereby, and the reversal or modification on appeal of the authorizations granted herein shall not affect the validity of the Arizona Transaction or the transfer of the Arizona Purchased Assets, unless such authorizations are duly stayed prior to closing.

9. The Arizona Purchaser shall not be deemed, as a result of any action taken in connection with the sale, to: (i) be a successor to the Debtors; (ii) have, de facto or otherwise, merged or consolidated with or into the Debtors; or (iii) be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors.

10. Each and every federal, state, and local governmental agency or department is authorized to accept any and all documents and instruments necessary and appropriate to consummate the transaction contemplated by the Arizona PSA.

11. Except with respect to enforcing the terms of the Arizona PSA, the Arizona SAVO, or this Order, absent a stay pending appeal, no person shall take any action to prevent or enjoin or otherwise interfere with consummation of the transaction contemplated in or by the Arizona PSA.

12. The terms and provisions of the Arizona PSA and this Order shall be binding on and inure to the benefit of the Debtors, the Arizona Purchaser, the creditors of the Debtors, and all other parties in interest, and any successors of the Debtors, the Arizona Purchaser, and the Debtors' creditors, including any trustee(s), examiner(s), or receiver(s) appointed in these Chapter 15 Cases or under any chapter of the Bankruptcy Code or any other law, and all such terms and provisions shall likewise be binding on such trustee(s), examiner(s), or receiver(s) and shall not be subject to rejection or avoidance by the Debtors, their creditors, or any trustee(s), examiner(s), or receiver(s).

13. Subject to the terms and conditions of the Arizona SAVO and the Arizona PSA, provisions of the Arizona PSA and any related agreements may be waived, modified, amended, or supplemented by agreement among the Debtors and the Arizona Purchaser in writing signed by the Debtors and the Arizona Purchaser, with no less than two (2) business days advance notice to the DIP Agent, without further action or order of this Court, provided that such waivers, modifications, amendments, or supplements are not inconsistent with the terms and provisions of this Order.

14. Nothing in this Order shall be deemed to waive, release, extinguish, or estop the Debtors or the Foreign Representative from asserting, or otherwise impair or diminish, any right (including, without limitation, any right of recoupment), claim, cause of action, defense, offset, or counterclaim in respect of any asset that is not an Arizona Purchased Asset.

15. The provisions of this Order are non-severable and mutually dependent.

16. To the extent any inconsistency between the terms of this Order, the Arizona SAVO, and the Arizona PSA exists, this Order shall govern.

17. The Foreign Representative, the Debtors, and the Arizona Purchaser are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion, the Arizona PSA, and the Arizona SAVO.

18. Notwithstanding any provisions in the Bankruptcy Rules to the contrary, including Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

19. The Court shall retain jurisdiction with respect to the enforcement, amendment, or modification of this Order, any request for additional relief and any request by an entity for relief

from the provisions of this Order, for cause shown, that is properly commenced and within the jurisdiction of the Court.