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 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 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	**AFFIDAVIT NO. 5 OF DARREL NOEL MONETTE**

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

AFFIDAVIT OF:	**DARREL NOEL MONETTE**
SWORN ON:	**November 2, 2026**

I, Darrel Noel Monette, of the City of Airdrie, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am the sole voting shareholder of the Monette Farms group (the "**Group**"). The Group is comprised of Monette Farms Ltd. ("**Monette Farms**"), NexGen Seeds Ltd., Monette Farms Ontario Corp., 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**"), and also includes three limited partnerships, being Monette Farms Land LP, Monette Farms Land II LP, and Monette Farms BC LP (together, the "**LPs**"). I am director, president, and Chief Executive Officer of each of the Applicants.

2. In these roles, my primary responsibilities include overseeing and managing the operations and assets of the Group, making strategic business decisions, and acting as the primary point of contact with the Group's management teams and advisors. As a result, I have personal knowledge of the facts and matters deposed to, except where stated to be based on information and belief, and where so stated I do verily believe the same to be true.

3. I am authorized to swear this affidavit as a corporate representative of the Group.

4. In preparing this affidavit, I consulted with the Group's management teams and advisors. I have also reviewed relevant documents and information concerning the Group's operations and financial affairs.

5. All references to currency in this affidavit are references to Canadian dollars, unless otherwise indicated.

6. On April 17, 2026, I swore an affidavit (the "**First Monette Affidavit**") in support of an originating application by the Applicants for an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act* R.S.C. 1985, c C-36, as amended (the "**CCAA**"). The Initial Order was granted on April 21, 2026.

7. On April 28, 2026, I swore an affidavit (the "**Second Monette Affidavit**") in support of an application by the Applicants for an amended and restated initial order (the "**ARIO**"). The ARIO was pronounced on May 1, 2026.

8. On June 1, 2026, I swore an affidavit (the "**Third Monette Affidavit**") in support of an application by the Applicants for:

    a. an order (the "**SISP Approval Order**"), approving, among other things, the sale and investment solicitation process (the "**SISP**"). The SISP Approval Order was pronounced on June 12, 2026; and

b. an order, approving, among other things, an extension of the Stay Period (as defined in the ARIO) to November 13, 2026.

9. On August 11, 2026, I swore an affidavit (the "Fourth Monette Affidavit") in support of an application by the Applicants for:

a. an order (the "**Arizona SAVO**") approving, among other things, the sale of certain Arizona farmland (the "**Arizona Transaction**"). The Arizona SAVO was pronounced on August 19, 2026; and

b. an order sealing the Arizona transaction. The order was pronounced on August 19, 2026.

10. On September 30, 2026, the US Bankruptcy Court granted an order in the Chapter 15 Case approving the Arizona Transaction and recognising the Arizona SAVO. The Arizona Transaction has not yet closed and is anticipated to close imminently following completion of certain outstanding closing steps, including transfer of certain critical state-granted leases from MF Arizona to the buyer.

11. On October 15, 2026, the Monitor, following consultation with the Group and the DIP Agent, extended SISP milestones pursuant to paragraphs 16, 53, and 54 of the SISP. The Binding Bid Deadline was extended to November 3, 2026 and the SISP Termination Date was extended to 12 pm (MT) on December 4, 2026. The Group along with the Monitor and DIP Agent are continuing to review Binding Bids with the intention of implementing transactions through the end of the year.

12. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the ARIO.

I. RELIEF REQUESTED

13. This affidavit is sworn in support of an application (the "**Application**") by the Applicants for, among other things:

a. an order (the "**Stay Extension Order**"), 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 from November 13, 2026, up to and including November 25, 2026, or such other date this Honourable Court deems appropriate (the "**Stay Extension**"); and

b. such further and other relief as this Honourable Court deems just.

II. OVERVIEW AND UPDATE SINCE THE ARIZONA SAVO

14. Since the granting of the Arizona SAVO, the Group, in 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 their suppliers, vendors, employees, contractual counter parties, regulatory authorities, and other stakeholders regarding these CCAA proceedings, the Applicants' business, and various other issues;

    c. seeking recognition of the order of this Court granted on August 19, 2026 (the "**Arizona SAVO**") implementing the Arizona Transaction (as defined in the Arizona SAVO) by the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**", and such proceedings, the "**Chapter 15 Case**") and the closing of the Arizona Transaction;

    d. continue the SISP and negotiate sale offers; and

    e. respond to various correspondence regarding interest of third parties in purchasing portions of the Group's Property as part of the SISP.

15. Pursuant to the SISP and the SISP Approval Order, any sale of property located in the United States requires the approval of the US Bankruptcy Court, in addition to any applicable approval of this Court.

16. With the assistance of the Group and in consultation with the DIP Agent, the Monitor has continued to advance the SISP. The Monitor also continues to engage with certain parties participating in the SISP in respect of the remaining Property. The extension of the Binding Bid Deadline and the SISP Termination Date described above was made to provide additional time to continue negotiations. I have been advised by legal counsel to the Group that notice of the extension was circulated to the Service List on October 15, 2026 by the Monitor.

Aircraft Disclaimer

17. As I described in the First Monette Affidavit at paragraphs 138 and 155, Monette Farms had entered into an agreement to sell the Aircraft (as defined in the First Monette Affidavit) for USD$1,050,000 to Industrial Measuring Systems Inc. ("**IMSI**") pursuant to an aircraft purchase agreement dated December 22, 2025 (the "**Aircraft Purchase Agreement**"). Monette Farms holds the Aircraft pursuant to a financing lease with The Bank of Nova Scotia ("**Scotiabank**") (the "**Aircraft Lease**"). The history of the Aircraft Purchase Agreement is as follows:

a. Monette Farms was required to complete certain repairs to bring the Aircraft into airworthy condition before closing, which was scheduled for December 30, 2025;

b. the repairs, which include replacement of the co-pilot windshield, have not been completed because the required parts could not be sourced for the foreseeable future, and closing has been delayed by nearly one year. IMSI has taken the position that closing is to follow completion of the repairs;

c. completing the transaction would now require Monette Farms to incur substantial closing and post-closing costs that were not originally contemplated, which would materially reduce Monette Farms' net recovery from the sale;

d. on October 16, 2026, Monette Farms, with the approval of the Monitor, issued a notice of disclaimer of the Aircraft Purchase Agreement pursuant to section 32 of the CCAA (the "**Aircraft Disclaimer**") and, at IMSI's request, provided written reasons on October 22, 2026. Copies of the Aircraft Disclaimer and the written reasons are attached hereto and marked as **Exhibits "A"** and **"B"**, respectively; and

e. IMSI did not apply to this Court for an order that the Aircraft Purchase Agreement not be disclaimed before the deadline lapsed on October 31, 2026. The Aircraft Disclaimer will take effect on November 15, 2026.

18. Monette Farms issued the Aircraft Disclaimer because the Aircraft Purchase Agreement could no longer be completed on terms that benefit the Group's stakeholders, and in order to pursue an alternative offer for the Aircraft (the "**Alternative Aircraft Offer**"). In particular:

a. the condition requiring Monette Farms to complete the repairs before closing was outside its control, as the required parts could not be sourced for the foreseeable future;

b. while the Aircraft Purchase Agreement remained in place, Monette Farms could not sell the Aircraft to any other party, and continued to incur carrying costs, including the costs of storing, insuring and maintaining the Aircraft;

c. as a result of the costs described in paragraph 17(c), completion of the Aircraft Purchase Agreement would have left a substantial shortfall owing to Scotiabank under the Aircraft Lease; and

d. the Alternative Aircraft Offer does not require Monette Farms to complete the outstanding repairs before closing and is expected to substantially repay the amount owing to Scotiabank under the Aircraft Lease.

19. I do not believe that the Aircraft Disclaimer will cause IMSI significant financial hardship. IMSI has not

paid the purchase price or taken possession of the Aircraft. The USD$34,000 balance of its deposit is held in trust by its counsel, and the USD$16,000 advanced by IMSI for positioning the Aircraft is held in trust by Monette Farms and will be accounted for to IMSI.

Update on Growing Season and Harvest

20. The Group has substantially completed its harvest following its growing season between April and September. The Group seeded approximately 385,000 acres and harvested approximately 500,000 metric tonnes of crop. The Group still must harvest approximately 3,000 acres of crop, mainly located in northern areas of Saskatchewan and Manitoba.

21. Overall, consistent with the rest of the industry, the Group's yields and quality for the 2026 growing season was nominally lower than expected due to late season wet weather through September, which delayed the beginning of harvest across the prairie farms.

III. STAY EXTENSION ORDER

22. The Stay Period expires on November 13, 2026. Accordingly, the Applicants seek the extension of the Stay Period up to and including November 25, 2026, or such other date the Court deems appropriate.

23. The extension of the Stay Period is necessary and appropriate in the circumstances to provide the Group with the time required to: (i) attend to all matters with respect to the closing of the Arizona Transaction and any other remaining transactions resulting from the SISP; and (ii) assist the Monitor with the continuation and conclusion of the SISP, with the assistance of the applicable Property Brokers, for the remaining Property yet to be sold.

24. The Group has acted and continues to act in good faith and with due diligence during these CCAA proceedings.

25. The cash flow projection appended to the Fourth Report of the Monitor (the "**Cash Flow Projection**") demonstrates that the Group will have sufficient liquidity to operate through the Stay Extension, with the continued use of the Cash Management System and DIP Facility (each as defined in the ARIO).

26. To the best of my knowledge, no party will be materially prejudiced by the proposed Stay Extension.

IV. CONCLUSION

27. I swear this Affidavit in support of the relief sought by the Applicants and for no improper purpose.

SWORN BEFORE ME at Calgary, in the Province of Alberta, this 2nd day of November, 2026)

Commissioner for Oaths/Notary Public in and for Alberta)

KAMRYN WIEST
Barrister and Solicitor

DARREL NOEL MONETTE

This is **Exhibit "A"** to the Affidavit of **Darrel Monette**, sworn this 2nd day of **November, 2026**

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

FORM 4

NOTICE BY DEBTOR COMPANY TO DISCLAIM OR RESILIATE AN AGREEMENT

TO: **Industrial Measuring Systems, Inc**. via its counsel McKercher LLP (d.ukrainetz@mckercher.ca)

AND TO: **FTI Consulting Canada Inc.,** in its capacity as Court-appointed monitor of Monette Farms Ltd., among other parties, (the **"Monitor"**)

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "Act") in respect of Monette Farms Ltd. (the "**Debtor Company**") were commenced on the 21st day of April 2026.

2. In accordance with subsection 32(1) of the Act, the debtor company gives you notice of its intention to disclaim or resiliate the following agreement:

   Aircraft Purchase Agreement between Industrial Measuring Systems, Inc. (Buyer) and Monette Farms Ltd. (Seller) for the sale and purchase of a Beechcraft Premier 1 C-GYPV dated December 22, 2025

3. In accordance with subsection 32(2) of the Act, any party to the agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the agreement and to the monitor, apply to court for an order that the agreement is not to be disclaimed or resiliated.

4. In accordance with paragraph 32(5)(*a*) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the agreement is disclaimed or resiliated on the 15th day of November, 2026, being 30 days after the day on which this notice has been given.

Dated at Calgary, Alberta, this 16st day of October, 2026.

Monette Farms Ltd.

Per: _____

Name: Darrel Monette
Title: Authorized Signatory

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, this 16th day of October, 2026.

FTI Consulting Canada Inc., in its capacity as Monitor of Monette Farms Ltd., and not in its personal capacity

This is **Exhibit "B"** to the Affidavit of **Darrel Monette**, sworn this 2nd day of **November, 2026**

Kamryn Wiest

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

Cassels

October 28, 2026

Via E-Mail (d.ukrainetz@mckercher.ca)

joliver@cassels.com
tel: +1 403 351 2921

McKercher LLP
500-211 19th Street East
Saskatoon, SK S7K 5R6

Attention: Mr. David J. Ukrainetz

Re: In the Matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, amended, and in the Matter of a Plan of Compromise or Arrangement of Monette Farms Ltd. et al. | Court File No. 2601-0718 (the "CCAA Proceedings") – Aircraft Purchase Agreement dated December 22, 2025, between Monette Farms Ltd. and Industrial Measuring Systems, Inc. (the "Agreement") – Beech Premier 1 390, Serial No. RB-16, Registration No. C-GYPV (the "Aircraft")

Dear Sir:

We write in response to your letter incorrectly dated October 15, 2026 but received on October 27, 2026, which responds to our letter of October 22, 2026 (the "**October 22 Letter**"). In this letter, "**MFL**" means Monette Farms Ltd. and "**IMSI**" means Industrial Measuring Systems, Inc. Capitalized terms not otherwise defined in this letter have the meanings given to them in the October 22 Letter or the Agreement, as applicable.

Disclaimer

MFL delivered the Disclaimer pursuant to section 32 of the CCAA with the approval of the Monitor. The October 22 Letter set out MFL's reasons for the Disclaimer, as required by subsection 32(8) of the CCAA. MFL is not required to provide anything further. The following is provided for completeness only.

Background to the Disclaimer

Your letter states that MFL did not respond to IMSI's proposal of October 15, 2026 with the terms it would accept. MFL had set out those terms before IMSI's proposal was made.

MFL is selling its assets through the Court approved sales process in the CCAA Proceedings and remains under significant pressure to deleverage. It therefore needs to dispose of the Aircraft as soon as possible, and in a fashion that preserves liquidity. As you are aware, closing under the Agreement cannot occur until the cockpit windows are replaced at MFL's cost, and the timing of

that replacement remains uncertain. Both of these issues are directly contrary to the aforementioned objectives MFL is trying to achieve.

Before approaching your client, MFL consulted with the Monitor on next steps, including the possibility of disclaiming the Agreement to expedite disposal and mitigate future negotiation costs. On October 13, 2026, we wrote to you on a without prejudice basis and proposed that the parties either (a) close the sale immediately at the Purchase Price, less the cost of the replacement windows, or (b) mutually terminate the Agreement. We also advised that, if the parties could not reach agreement imminently, MFL would disclaim the Agreement under section 32 of the CCAA.

IMSI did not accept either option.

As IMSI did not agree to close immediately on the terms proposed by MFL or to terminate the Agreement, MFL delivered the Disclaimer for the reasons set out in the October 22 Letter.

In addition, as noted and without prejudice to the Disclaimer, MFL is entitled to terminate the Agreement under section 9.1 of the Agreement in any event. The replacement windows required for Closing have not been available, which constitutes an "inability to obtain necessary materials, accessories equipment or parts from manufacturers or providers thereof" under section 9.1(a). The resulting delay to the Closing Date has exceeded the maximum of ninety (90) days provided for in section 9.1(a).

Information Requested

MFL's view is that it is not required to provide information beyond what is has provided in its October 22 Letter. With respect to items 5, 6 and 9 of your letter:

(a) the indebtedness secured against the Aircraft and the identity of the secured creditor are described at paragraphs 138 and 155 of the Affidavit of Darrel Monette sworn April 17, 2026, filed in the CCAA Proceedings and available on the Monitor's website;

(b) the statement in the October 22 Letter that the transaction contemplated by IMSI would result in materially reduced recoveries was based on IMSI's proposal to acquire the Aircraft for approximately USD$600,000. That amount is approximately USD$450,000 less than the USD$1,050,000 Purchase Price under the Agreement;

(c) MFL has received an alternative offer to acquire the Aircraft for USD$985,000 on substantially as-is terms, approximately USD$385,000 more than the amount proposed by IMSI. In the circumstances of the CCAA Proceedings, that difference is material to the recoveries available to MFL's creditors and it can proceed to close imminetly; and

(d) MFL will serve IMSI, care of your office, with any application to the Court for approval of a sale or other disposition of the Aircraft, and we will add your office to the service list in the CCAA Proceedings.

Positioning Fee Deposit

Under section 2(b) of the Agreement, the Positioning Fee Deposit of USD$16,000 was to be released to the Seller's legal counsel, to be held in trust and applied to the costs of flying the Aircraft to Elliott Aviation of Minneapolis for the Inspection and then to the Delivery Location.

The Aircraft was flown to Elliott Aviation for the Inspection. MFL intends to apply USD$8,000 of that amount to cover the costs of doing so. It was not flown to the Delivery Location because Closing did not occur. We are completing our review of the related records and will provide a full accounting of the Positioning Fee Deposit, including supporting invoices and the balance remaining as soon as possible.

IMSI's Position

MFL has received an offer from a third party to acquire the Aircraft for USD$985,000 on an as-is basis. Given the stage of the CCAA Proceedings, MFL is not prepared to negotiate further with IMSI. If IMSI wishes to acquire the Aircraft for a price above USD$985,000 on an as-is, where-is basis, without conditions, and to close by November 1, please advise by October 30, 2026. Otherwise, MFL will proceed on the basis of the Disclaimer.

MFL otherwise reserves all of its rights, including with respect to the Agreement and the Positioning Fee Deposit.

Please do not hesitate to contact the undersigned should you have any questions.

Yours truly,

Cassels Brock & Blackwell LLP

Jeffrey Oliver

Jeffrey Oliver
Partner

JO/M1

LEGAL*73630183.1