

COURT FILE NUMBER 2601-07148

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

APPLICANTS

MONETTE FARMS LTD., MONETTE FARMS
ONTARIO CORP., NEXGEN SEEDS LTD.,
MONETTE PRODUCE LTD., MONETTE SEEDS
LTD., MONETTE LAND CORP., DMO HOLDINGS
LTD., DMO HOLDINGS USA, INC., MONETTE
SEEDS USA, LLC, MONETTE FARMS ARIZONA,
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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

APPLICATION

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SERVICE AND
CONTACT
INFORMATION
OF PARTY
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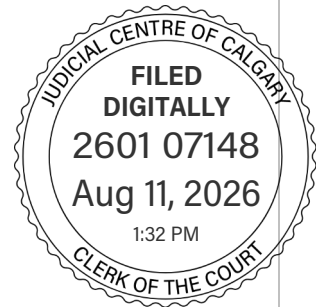
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File No.: 063030-01

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

Clerk's Stamp



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

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

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

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

Date: August 19, 2026

Time: 2:00 P.M.

Where: Calgary (via WebEx - <https://albertacourts.webex.com/meet/virtual.courtroom60>)

Before: The Honourable Justice C.J. Feasby

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

Remedy claimed or sought:

1. The applicants, Monette Farms Ltd. ("**Monette Farms**"), Monette Land Corp. ("**Monette Land**"), DMO Holdings Ltd. ("**DMO Holdings**"), Goat's Peak Winery Ltd ("**Goat's Peak Winery**"), Monette Farms BC Ltd. ("**Monette Farms BC**"), Monette Farms Ontario Corp. ("**MFO**"), Nexgen Seeds Ltd. ("**Nexgen**"), Monette Produce Ltd. ("**Produce**"), Monette Seeds Ltd. ("**Seeds**"), Monette Farms Land GP Ltd. ("**MFL GP**"), Monette Farms Land II GP Ltd. ("**MFL II GP**"), DMO Holdings USA, Inc. ("**DMO USA**"), Monette Seeds USA LLC ("**Seeds USA**"), Monette Farms Arizona, LLC ("**MF Arizona**"), Monette Farms USA, Inc. ("**Monette USA**"), 1012595 DE INC. ("**1012595**"), Monette Produce, LLC ("**Produce USA**"), and Monette Farms BC GP Ltd. ("**MF BC GP**", and collectively the "**Applicants**") bring this application (the "**Application**") for, among other things:
 - a. an order substantially in the form attached hereto as Schedule "B" (the "**Arizona SAVO**")
 - i. if necessary, abridging the time for service of the Application, the supporting Fourth Affidavit of Darrel Monette sworn August 10th, 2026 (the "**Fourth Monette Affidavit**"), and the Confidential Affidavit of Darrel Monette sworn August 10th, 2026 (the "**Confidential Affidavit**") and declaring service to be good and sufficient;
 - ii. approving the Purchase and Sale Agreement (the "**Arizona PSA**") between Monette Farms Arizona, LLC (as seller) and Byner Cattle Company and/or its nominee (the "**Arizona Purchaser**"), substantially in the form attached as

Exhibit "A" to the Fourth Monette Affidavit, and authorizing the completion of the transactions contemplated therein (the "**Arizona Transaction**"); and

- iii. removing or discharging the Charges (as defined in the Amended and Restated Initial Order granted by the Honourable Justice M.H. Bourque on May 1, 2026 (the "**ARIO**")) and any Canadian-domiciled claims, charges, liens or encumbrances to the extent they attach to the Arizona Purchased Assets (as defined herein); and

- b. an order substantially in the form attached hereto as Schedule "C" (the "**Sealing Order**");

- i. if necessary, abridging the time for service of the Application, the Fourth Monette Affidavit, and the Confidential Affidavit and declaring service to be good and sufficient;

- ii. sealing the Confidential Affidavit until the earlier of:

- 1. the filing of the Monitor's Certificate confirming that the Arizona Transaction has closed;
 - 2. the termination of the within proceedings pursuant to the CCAA; or
 - 3. further order of this Court;

(the "**Unsealing Date**"); and

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

- 2. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the ARIO or the Fourth Monette Affidavit, as applicable.

Grounds for making this application:

Background

- 3. On April 21, 2026, on application by the Applicants, this Honourable Court granted the Initial Order under the CCAA which, among other things:
 - a. declared that the Applicants are companies to which the CCAA applies;
 - b. appointed FTI Consulting Canada Inc. ("**FTI**") as the court-appointed monitor (the "**Monitor**");

- c. stayed all claims, proceedings and remedies taken or that might be taken in respect of the Group, the Property, the Business, the Monitor, and either of their respective directors and officers, except with leave of the Court (the “**Stay of Proceedings**”);
 - d. authorized the Monitor, to act as the foreign representative of the CCAA proceedings pursuant to chapter 15 of Title 11 of the United States Bankruptcy Code;
 - e. granted Charges which rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or other lien of whatever nature against the Property; and
 - f. approved a debtor-in-possession (“**DIP**”) financing facility (the “**DIP Facility**”) provided by The Bank of Nova Scotia in its capacity as DIP agent (the “**DIP Agent**”) and the members of the Syndicate (as defined below) (in such capacity, the “**DIP Lenders**”) and to borrow from the DIP Lenders the initial principal amount of \$40 million (the “**Initial Advance**”) which initial principal amount advanced to the Group in accordance with the terms of the Term Sheet (as defined in the Initial Order) during the initial 10 day stay period, with the ability to thereafter borrow up to an aggregate amount of \$90 million and create a related \$95 million charge to secure the DIP Facility (the “**DIP Lenders’ Charge**”) in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or other lien of whatever nature against the Property except for the Administration Charge (as defined in the Initial Order).
4. On May 1, 2026, the Applicants obtained the ARIO that, among other things:
- a. extended the Stay Period up to and including June 19, 2026 in respect of the Applicants, and Monette Farms Land LP, Monette Farms Land II LP, and Monette Farms BC LP; and
 - b. increased the authorized borrowings under the DIP Facility (as herein defined) to a maximum principal amount of \$90,000,000;
5. On June 12, 2026, this Honourable Court granted an order (the “**SISP Approval Order**”), which among other things:
- a. approved the commencement and implementation of a sale and investment solicitation process (“**SISP**”) and authorized and empowered the Applicants and the Monitor to implement the SISP and perform all steps required; and

- b. approved the expedited sale approval and vesting order process (the “**Expedited SAVO Process**”) in relation to the sale of real property assets owned by the Group and located in the Provinces of British Columbia, Saskatchewan, and Manitoba (collectively, the “**Canadian Lands**”), where the proposed aggregate purchase price of each sale is equal to or less than \$30 million.
6. Also on June 12, 2026, the Court extended the Stay Period from June 19, 2026, to and including November 13, 2026.

Chapter 15 Case and US Recognition of US Asset Disposals

7. Several of the Applicants, namely DMO USA, Seeds USA, MF Arizona, Monette USA, 1012595 and Produce USA (collectively, the “**USA Entities**”) are entities formed or operating in the United States (“**USA**”), namely Arizona and Montana.
8. On April 21, 2026, the Monitor, as foreign representative of the Group (in such capacity, the “**Foreign Representative**”), initiated proceedings in the United States Bankruptcy Court for the District of Delaware (the “**US Bankruptcy Court**”) under chapter 15 of Title 11 of the United States Bankruptcy Code (the “**Bankruptcy Code**”), on behalf of the Group (the “**Chapter 15 Case**”).
9. On April 24, 2026, the US Bankruptcy Court entered an order, among other things, provisionally recognizing the Initial Order, granting liens under the Bankruptcy Code on the Applicants' property located in the United States for the benefit of the DIP Lenders, and recognizing the Monitor as Foreign Representative.
10. On May 13, 2026, the US Bankruptcy Court granted an order under the Bankruptcy Code which, among other things, (a) recognized the Monitor as Foreign Representative, (b) recognized this CCAA proceeding as a foreign main proceeding pursuant to sections 1515, 1517 and 1520 of the Bankruptcy Code, and (c) recognized and enforced the Initial Order and ARIO in the US (the “**Recognition Order**”).
11. Pursuant to the SISP and SISP Approval Order, all sales of property located in the United States require approval of the US Bankruptcy Court, in addition to any applicable approval of this Court. Accordingly, following the granting of the Arizona SAVO, the Monitor, as Foreign Representative, will seek recognition of the Arizona SAVO and such further relief as may be required from the US Bankruptcy Court to approve and implement the Arizona Transaction in the Chapter 15 Case.

Arizona SAVO

12. In accordance with the terms of the SISP, the Group, among other things, conducted a sale process for certain real property located in Arizona held by MF Arizona, including the Aguila Farm, Produce

Cooler and Arizona Seed Facility (collectively, the "**Arizona Assets**"). The Arizona Transaction relates solely to the Aguila Farm, while the Produce Cooler and Arizona Seed Facility continue to be marketed pursuant to the SISP.

13. Prior to the commencement of these CCAA proceedings, the Arizona Assets had been marketed pursuant to a listing agreement with Southwest Land Associates, LLC (the "**Broker**") entered into on September 26, 2025, including private outreach to industry contacts and a public listing commencing January 26, 2026.
14. The SISP commenced on June 29, 2026. The Arizona Assets were marketed through the broader sale process for all of the Group's assets and were also listed for sale through the Broker. In particular:
 - a. the Broker reached out to 17 prospective purchasers active in the agricultural sector and advertised the opportunity on its website, which received 37 views;
 - b. one interested party toured the property; and
 - c. one offer was received for the Arizona Purchased Assets.
15. Pursuant to paragraph 28 of the SISP, the Monitor, the Lender Agent, and the Group agreed to designate the Arizona PSA as the Successful Bid for the Arizona Purchased Assets. Key terms of the Arizona PSA are as follows and are further detailed in the Fourth Monette Affidavit:
 - a. the Arizona Purchased Assets are being sold on an "as is, where is" basis;
 - b. the Arizona PSA is conditional on (i) receiving court-approval by both this Court and the US Bankruptcy Court; (ii) the re-registration of leases of state-owned land to Monette as lessee and their subsequent transfer to the Arizona Purchaser under the Arizona PSA; (iii) the Arizona Purchaser does not disapprove the transaction within 10 days of having received both the commitment for a standard owner's policy of title insurance and a Phase I environmental report; and (iv) the transfer of certain deeds of covenant in Arizona;
 - c. the Arizona Transaction is set to close shortly after the US Court grants the Arizona SAVO, or as otherwise agreed between the parties; and
 - d. a deposit of 5% of the purchase price was paid and is currently being held by the title company until the Purchaser approves the title commitment described above, at which point such deposit shall be paid to and held in trust by the Monitor.

16. The Applicants seek approval of the Arizona PSA and the transaction contemplated thereunder, together with relief removing, discharging, or otherwise extinguishing any Canadian-domiciled Charges or encumbrances to the extent that they attach to, or are registered against, the Arizona Purchased Assets. The Arizona SAVO does not request that this Court vest title to any property located in the United States. Rather, following the issuance of the Arizona SAVO, the Monitor, acting in its capacity as Foreign Representative, will seek recognition of that order, together with such additional relief as may be necessary, from the US Bankruptcy Court to authorize and implement the Arizona Transaction in the Chapter 15 Case.
17. The Applicants respectfully submit that the Court issue an order approving the Arizona PSA for the following reasons, among others:
 - (a) the Arizona Purchased Assets were adequately exposed to the market through the SISP for a reasonable period of time, and all interested parties were afforded a fair opportunity to participate, pursuant to a sale process that was thorough, robust, and approved by this Court;
 - (b) the purchase price represents the highest and best value reasonably available for the Arizona Purchased Assets in the circumstances and is supported by the appraisal for the Arizona Purchased Assets, which is included in the Confidential Affidavit of Darrel Monette sworn April 17, 2026. There is no reasonable basis to conclude that restarting or extending the sale process would result in a superior transaction;
 - (c) the Monitor supports the Arizona Transaction and is satisfied that it is fair and reasonable in the circumstances;
 - (d) the Lender Agent has approved the Arizona PSA and the Arizona Transaction contemplated therein; and
 - (e) the Arizona Purchaser submitted a Qualified Bid in accordance with the SISP, and that bid was duly selected as the Successful Bid pursuant to the terms of the SISP.

SEALING ORDER

18. The Applicants seek an order directing the sealing of the Confidential Affidavit until the Unsealing Date.
19. The Sealing Order is necessary, as the Confidential Affidavit contains commercially sensitive information and includes the financial terms of the Arizona PSA.

20. There are no reasonable alternative measures to the Sealing Order and the benefits of the Sealing Order outweigh any negative effects on the interests of the public.

FURTHER GROUNDS

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

Material or evidence to be relied on:

22. ARIO granted by the Honourable Justice M.H. Bourque on May 1, 2026;
23. SISP Approval Order granted by the Honourable Justice R.W. Armstrong on June 12, 2026;
24. First Affidavit of Darrel Noel Monette, sworn April 17, 2026;
25. Confidential Affidavit of Darrel Noel Monette, sworn April 17, 2026;
26. Fourth Affidavit of Darrel Noel Monette, sworn August 10th, 2026, to be filed;
27. Confidential Affidavit of Darrel Noel Monette, sworn August 10th, 2026, to be filed;
28. Third Report of the Monitor, to be filed;
29. Affidavit of Service of Angeline Gagnon, to be sworn and filed; and
30. such further and other materials and evidence as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

31. *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended;
32. *Personal Property Security Act*, RSA 2000, c P-7 (Alberta);
33. *Alberta Rules of Court*, Alta. Reg. 124/2010, including Part 3, Division 2, Subdivision 1, rules 1.2, 1.3, 3.2(2)(d), 3.8, 6.3(1), 6.9, 11.27 and 13.5; and
34. such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You

will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

COURT FILE
NUMBER

2601-07148

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

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

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

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ONTARIO CORP., NEXGEN SEEDS LTD.,
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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
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FARMS BC GP LTD.

DOCUMENT

SERVICE LIST
(Updated as of August 10, 2026)

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McLENNAN ROSS 1900, 600 – 3 Avenue SW Calgary, AB T2P 0G5 Kevin Hoy Kevin.hoy@mross.com	Email	<i>Co-Counsel to Pioneer Co-Operative Association Ltd.</i>
ANDERSON & COMPANY 51 – 1 Avenue NW Swift Current, SK S9H 0M5 Neil Gibbings ngibbings@andlaw.ca	Email	<i>Co-Counsel to Pioneer Co-Operative Association Ltd.</i>
HARVESTGUARD AGRONOMY LTD. Bing Wang bing@ptccyvr.com	Email	<i>Interested Party</i>
McKERCHER LLP Barristers & Solicitors 500, 211 – 19 Street East Saskatoon, SK S7K 5R6 Janine L. Lavoie j.lavoie@mckercher.ca	Email	<i>Counsel for CNH Industrial Capital Canada Ltd.</i>

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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SOUTHWEST LAND ASSOCIATES, LLC PO Box 5700 Goodyear, Arizona 85338, USS Charles J. Havranek ch@chazhavranek.com Lucas Schlosser swland@cox.net	Email	<i>Arizona Property Broker</i>
BYNER CATTLE COMPANY 4340 E Cotton Center Blvd, Suite 110 Phoenix, AZ 85040, USA Chris Franks cfranks@fmi.com	Email	<i>Proposed Arizona Purchaser</i>
SNELL & WILMER LLP 1 E Washington St, Suite 2700 Phoenix, AZ 85004, USA Lucas Narducci lnarducci@swlaw.com Bryce Suzuki bsuzuki@swlaw.com	Email	<i>Counsel to Byner Cattle Company, proposed Arizona Purchaser</i>

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
CHICAGO TITLE INSURANCE COMPANY 2390 East Camelback Road, Suite 120 Pheonix, AZ 85016 USA Melissa Cocanower Melissa.cocanower@ctt.com	Email	<i>Arizona Title Company</i>

GOVERNMENT AGENCIES	METHOD OF DELIVERY	ROLE/INTEREST
DEPARTMENT OF JUSTICE CANADA Prairie Regional Office (Edmonton) 300, 10423 - 101 Street Edmonton, AB T5H 0E7 George F. Body George.Body@justice.gc.ca Kasydi Mack Kasydi.Mack@justice.gc.ca	Email	<i>Counsel to Canada Revenue Agency</i>
CANADA REVENUE AGENCY Surrey National Verification and Collection Centre 9755 King George Boulevard Surrey BC V3T 5E1 Fax: 1.833.697.2389	Courier	<i>Potential Interested Party</i>
OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA CCAA Team Osbccaa-laccbsf@ised-isde.gc.ca	Email	<i>Interested Party</i>
SASKATCHEWAN CROP INSURANCE CORPORATION Box 3000 484 Prince William Drive Melville, Saskatchewan S0A 2P0	Courier	<i>Interested Party</i>
CANADIAN GRAIN COMMISSION Prairie Regional Office – Edmonton c/o Department of Justice Epcor Tower, Suite 300 10423 – 101 Street NW Edmonton, Alberta T5H 0E7 and	Email	<i>Interested Party</i>

GOVERNMENT AGENCIES	METHOD OF DELIVERY	ROLE/INTEREST
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BRITISH COLUMBIA SURFACE RIGHTS BOARD 1270 - 605 Robson Street Vancouver, BC V6B 5J3 office@surfacerightsboard.bc.ca	Email	<i>Interested Party</i>
BRITISH COLUMBIA MINISTRY OF AGRICULTURE AND FOOD Honourable Lana Popham Minister of Agriculture and Food PO Box 9043 Stn Prov Govt Victoria, BC V8W 9E2 AF.Minister@gov.bc.ca	Email	<i>Interested Party</i>
ALBERTA MINISTRY OF AGRICULTURE AND IRRIGATION c/o Alberta Justice 2 nd flr, 10011 – 109 Street NW Edmonton, AB T5J 3S8 jsg.servicehmk@gov.ab.ca	Email	<i>Interested Party</i>
SASKACHEWAN MINISTRY OF AGRICULTURE Honourable David Marit	Email	<i>Interested Party</i>

GOVERNMENT AGENCIES	METHOD OF DELIVERY	ROLE/INTEREST
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MANITOBA MINISTRY OF AGRICULTURE Main Head Office 545 University Crescent Winnipeg, MB R3T 5S6 agriculture@gov.mb.ca	Email	<i>Interested Party</i>
CANADIAN FOOD INSPECTION AGENCY National Headquarters 1400 Merivale Rd Ottawa, ON K1A 0Y9 arfollowup@inspection.gc.ca	Email	<i>Interested Party</i>
MANITOBA AGRICULTURAL SERVICES CORPORATION Honourable Ron Kostyshyn Minister of Agriculture 165 Legislative Building 450 Broadway Winnipeg, MB R3C 0V8 info@masc.mb.ca	Email	<i>Interested Party</i>
ARIZONA STATE LAND DEPARTMENT 1110 West Washington Street Phoenix, AZ 85007, USA pr@azland.gov	Email	<i>Interested Party</i>

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Encina.roh@blakes.com; rlaity@blg.com; jpepper@blg.com; swetmore@mccuaig.com;
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Schedule "B"

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

Clerk's Stamp

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

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

APPLICANTS

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

DOCUMENT

ARIZONA SALE APPROVAL AND VESTING ORDER

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY
FILING THIS
DOCUMENT

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

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

File No.: 063030-01

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

DATE ON WHICH ORDER WAS PRONOUNCED:

August 19, 2026

NAME OF JUDGE WHO MADE THIS ORDER:

The Honourable Justice C.J. Feasby

LOCATION OF HEARING:

Calgary, Alberta

UPON the application of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the "**Applicants**") for an order approving the sale transaction (the "**Arizona Transaction**") contemplated by an agreement of purchase and sale (the "**Arizona PSA**") between Monette Farms Arizona, LLC (the "**Seller**") and Byner Cattle Company and/or its nominee (the "**Arizona Purchaser**") and as appended and marked as Exhibit "A" to the Fourth Monette Affidavit (defined below) and Exhibit "A" to the Confidential Affidavit (defined below), respectively, relating to the Purchased Lands (as defined in the Arizona PSA), including the property listed in the Arizona PSA at Schedule "A" (the "**Arizona Purchased Assets**");

AND UPON HAVING READ the Affidavit of Darrel Noel Monette sworn April 17, 2026; the Confidential Affidavit of Darrel Noel Monette sworn April 17, 2026; the Fourth Affidavit of Darrel Noel Monette sworn August 10, 2026 (the "**Fourth Monette Affidavit**"); the Confidential Affidavit of Darrel Noel Monette sworn August 10, 2026 (the "**Confidential Affidavit**"); and the Affidavit of Service of Angeline Gagnon, sworn August [●], 2026; **AND UPON** having read the Amended and Restated Initial Order granted by the Honourable Justice M.H. Bourque on May 1, 2026 (the "**ARIO**"); the Order Re Approval of SISP and Expedited SAVO Process granted by the Honourable Justice R.W. Armstrong on June 12, 2026; the Third Report of the Monitor, dated [●] (the "**Third Report**") prepared in its capacity as court-appointed monitor of the Applicants (in such capacity, the "**Monitor**"); **AND UPON HEARING** the submissions of counsel for the Applicants, and any anyone else appearing for any other person on the service list;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of the application (the "**Application**") and materials filed in support of this order (the "**Order**") is hereby declared to be good and sufficient and time for service of the Application is abridged to that actually given.
2. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the ARIO.

APPROVAL OF TRANSACTION

3. The Arizona Transaction is hereby approved and execution of the Arizona PSA by the Seller is hereby ratified, with such minor amendments as the Seller may deem necessary. The Seller is authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Arizona Transaction and conveyance of the

Arizona Purchased Assets to the Arizona Purchaser (or its nominee) *provided that* the Monitor consents to all such amendments or additional documents.

DISCHARGE OF CLAIMS

4. The Arizona Purchaser (or its nominee) shall pay the purchase price for the Arizona Purchased Assets to the Monitor.
5. Upon the Monitor determining that: (i) it has received the purchase price; (ii) all conditions to closing under the Arizona PSA have been satisfied or waived; and (iii) that Monitor is satisfied that the Arizona Transaction can immediately close on terms substantially as approved by this Honourable Court, the Monitor shall deliver to the Arizona Purchaser an executed Monitor's Closing Certificate substantially in the form set out in Schedule "A" hereto (the "**Monitor's Closing Certificate**").
6. Upon delivery of the Monitor's Closing Certificate to the Arizona Purchaser (or its nominee), and subject to the United States Bankruptcy Court for the District of Delaware ("**US Court**") in the chapter 15 of Title 11 of the United States Bankruptcy Code proceedings recognizing this order, approving the Arizona Transaction in its own right, and vesting all of the Seller's right, title and interest in and to the Arizona Purchased Assets to the name of the Arizona Purchaser (or its nominee), the Arizona Purchased Assets shall be free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the ARIO;
 - (b) any charges or security interests in favour of The Bank of Nova Scotia registered against the real property; and
 - (c) all charges, security interests or claims evidenced by registrations pursuant to any personal property registry system, in Canada or the United States;

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in the Arizona PSA, collectively, "**Permitted Encumbrances**"), and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating

to the Arizona Purchased Assets are hereby expunged, discharged and terminated as against the Arizona Purchased Assets).

7. Upon delivery of the Monitor's Certificate, the Monitor shall be and is hereby authorized to effect such discharges or revisions in any provincial Personal Property Registry as may be reasonably required to conclude the Arizona Transaction and, subject to approval of the US Court in the chapter 15 of Title 11 of the United States Bankruptcy Code proceedings, any UCC registration.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Arizona Purchased Assets (to be held in a non-interest bearing trust account by the Monitor) shall stand in the place and stead of the Arizona Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Arizona Purchased Assets and may be asserted against the net proceeds from sale of the Arizona Purchased Assets with the same priority as they had with respect to the Arizona Purchased Assets immediately prior to the sale, as if the Arizona Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
9. 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 ARIQ.
10. Upon completion of the Arizona Transaction, the Seller and all persons who claim by, through or under the Seller in respect of the Arizona Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Arizona Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Arizona Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Arizona Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Arizona Purchased Assets, they shall forthwith deliver possession thereof to the Arizona Purchaser (or its nominee).
11. Immediately upon closing of the Arizona Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Seller.

12. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Arizona Purchaser (or its nominee).

MISCELLANEOUS MATTERS

13. Notwithstanding:

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

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

14. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Seller and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Seller as may be necessary or desirable to give effect to this Order or to assist the Seller and its agents in carrying out the terms of this Order.

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

- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;

- (iv) the Arizona Purchaser or the Arizona Purchaser's solicitors; and

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

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

and service on any other person is hereby dispensed with.

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

Justice of the Court of King's Bench of Alberta

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

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

Clerk's Stamp

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

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

APPLICANTS

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

DOCUMENT

ADDRESS FOR
 SERVICE AND
 CONTACT
 INFORMATION
 OF PARTY
 FILING THIS
 DOCUMENT

ARIZONA PSA MONITOR'S CERTIFICATE

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 Calgary, Alberta, T2P 5C5

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

RECITALS

- A. Pursuant to an amended and restated initial order (the “**ARIO**”) of the Honourable Justice M.H. Bourque of the Court of King’s Bench of Alberta (the “**Court**”) dated May 1, 2026, FTI Consulting Canada Inc. was appointed as the Monitor over Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat’s Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the “**Applicants**”).
- B. Pursuant to (i) an Order of the Court dated June 12, 2026, approving, among other things, the sale and investment solicitation process; and (ii) an Order of the Court dated August 19, 2026, approving, among other things, the agreement of purchase and sale (as amended the “**Arizona PSA**”) between Monette Farms Arizona, LLC (the “**Seller**”) and Byner Cattle Company and/or its nominee (the “**Arizona Purchaser**”) by way of a purchase and sale agreement dated [●], and by an order of the United States Bankruptcy Court for the District of Delaware dated [●], which provided for the vesting in the Arizona Purchaser of the Seller's right, title and interest in and to the Purchased Lands (as defined in the Arizona PSA), including the property listed in the Arizona PSA at Schedule "A" (the “**Arizona Purchased Assets**”), which vesting is to be effective with respect to the Arizona Purchased Assets upon the delivery by the Monitor to the Arizona Purchaser of a certificate confirming (i) the Arizona Purchaser has paid the purchase price for the Arizona Purchased Assets to the Monitor; (ii) that the conditions to Closing as set out in the Arizona PSA have been satisfied or waived by the Seller and the Arizona Purchaser; and (iii) the Arizona Transaction has been completed to the satisfaction of the Seller.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Arizona PSA.

THE MONITOR CERTIFIES the following:

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

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

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

Per:_____

Name:

Title:

Schedule "B"**Arizona Purchased Assets**

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

"Purchased Lands" means those lands as defined as Purchased Lands in Schedule "A" of the Arizona PSA, together with (i) all wells, well equipment, pumps, pipelines, irrigation equipment and other fixtures and improvements located on or appurtenant to such lands; (ii) all water rights and appurtenances relating to such lands; and (iii) all of the Seller's right, title and interest in and to the leases with the Arizona State Land Department relating to or affecting such lands.

Schedule "C"

COURT FILE NUMBER COURT JUDICIAL CENTRE	2601-07148 COURT OF KING'S BENCH OF ALBERTA CALGARY IN THE MATTER OF THE <i>COMPANIES'</i> <i>CREDITORS ARRANGEMENT ACT</i> , 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.	Clerk's Stamp
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	SEALING ORDER	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Suite 3810, Bankers Hall West 888 3 rd 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 Marechal / Matteo Clarkson-Maciel	
DATE ON WHICH ORDER WAS PRONOUNCED:	August 19, 2026	
NAME OF JUDGE WHO MADE THIS ORDER:	The Honourable Justice C.J. Feasby	
LOCATION OF HEARING:	Calgary Courts Centre	

UPON the application (the "**Application**") of Monette Farms Ltd., Monette Farms Ontario Corp., Nexgen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (the "**Applicants**"); **AND UPON** having read the Originating Application, the Fourth Affidavit of Darrel Noel Monette sworn August 10th, 2026 (the "**Monette Affidavit**"), the Confidential Affidavit of Darrel Noel Monette sworn August 10th, 2026 (the "**Confidential Affidavit**"), and the Affidavit of Service of Angeline Gagon sworn August [●]; **AND UPON** reading the Third Report of FTI Consulting Canada Inc., in its capacity as Monitor of the Applicants, filed August [●], 2026; **AND UPON** hearing from counsel for the Applicants and any other interested parties in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of this Application and supporting materials is hereby declared to be good and sufficient, and time for service of this Application is abridged to that actually given.

SEALING THE CONFIDENTIAL AFFIDAVIT

2. The Confidential Affidavit shall be sealed on the Court file, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*, Alta Reg 124/2010, until the earlier of:
 - (a) The filing of the Monitor's Certificate confirming that the transaction contemplated within the Purchase and Sale Agreement between Monette Farms Arizona, LLC (as seller) and Byner Cattle Company and/or its nominee (the "**Arizona Transaction**") has closed;
 - (b) the termination of the within proceedings pursuant to the *Companies Creditors Arrangement Act*, RSC 1985, c C-36, as amended ("**CCAA**"); or
 - (c) further order of this Honourable Court.
3. The Confidential Affidavit shall be shown only to a Justice of the Court of King's Bench of Alberta, and accordingly, shall be filed with the Clerk of the Court who shall keep the Confidential Affidavit in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED IN COURT FILE NO. 2601-07148. THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE JUSTICE FEASBY ON AUGUST 19,

2026 UNTIL THE EARLIER OF THE FILING OF THE MONITOR'S CERTIFICATE CONFIRMING THAT THE ARIZONA TRANSACTION HAS CLOSED, THE TERMINATION OF THE WITHIN CCAA PROCEEDINGS OR FURTHER ORDER OF THE COURT, AND ARE NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICLY ACCESSIBLE.

4. Any party may apply to set aside paragraph 2 of this Order upon providing the parties to this proceeding and all other interested parties with 5 days notice of such application.
5. Service of this Order shall be deemed good and sufficient by serving the same on the persons listed on the service list utilized for the within application (the "**Service List**").
6. Service of this order on any party not listed in the Service List is hereby dispensed with.

Justice of the Court of King's Bench of Alberta