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, 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	**APPLICATION**

Clerk's Stamp



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File No.: 063030-01

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

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: November 24, 2026
Time: 2:00 P.M.
Where: Calgary Courts Centre - Webex
https://albertacourts.webex.com/meet/virtual.courtroom60
Before: The Honourable Justice D.R. Mah

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

Remedy claimed or sought:

1. The applicants, Monette Farms Ltd. ("**Monette Farms**"), Monette Land Corp. ("**Monette Land**"), DMO Holdings Ltd. ("**DMO Holdings**"), Goat's Peak Winery Ltd. ("**Goat's Peak Winery**"), Monette Farms BC Ltd. ("**Monette Farms BC**"), Monette Farms Ontario Corp. ("**MFO**"), Nexgen Seeds Ltd. ("**Nexgen**"), Monette Produce Ltd. ("**Produce**"), Monette Seeds Ltd. ("**Seeds**"), Monette Farms Land GP Ltd. ("**MFL GP**"), Monette Farms Land II GP Ltd. ("**MFL II GP**"), DMO Holdings USA, Inc. ("**DMO USA**"), Monette Seeds USA LLC ("**Seeds USA**"), Monette Farms Arizona, LLC ("**MF Arizona**"), Monette Farms USA, Inc. ("**Monette USA**"), 1012595 DE INC. ("**1012595**"), Monette Produce, LLC ("**Produce USA**"), and Monette Farms BC GP Ltd. ("**MF BC GP**", and collectively the "**Applicants**"), bring this application (the "**Application**") for, among other things:

    a. an order (the "**Montana SAVO**"), substantially in the form attached hereto as **Schedule "B"**:

        i. if necessary, abridging the time for service of the Application and supporting materials, and declaring service to be good and sufficient;

        ii. approving the Purchase and Sale Agreement dated November 15, 2026 (the "**Montana PSA**") between Monette Farms USA Inc. (as seller) and HTD Far West, LLC and/or its assigns (as buyer) (the "**Montana Purchaser**"), and authorizing the completion of the transactions contemplated therein (the "**Montana Transaction**"); and

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

b. an order (the "**Sealing Order**"), substantially in the form attached here to as **Schedule "C"**, sealing the Confidential Affidavit of Darrell Bishop sworn November 16, 2026 (the "**Confidential Affidavit**"), until the earlier of:

i. the filing of the Monitor's Certificates confirming that the Montana Transaction has closed;

ii. the termination of the within proceedings pursuant to the CCAA; or

iii. further order of this Court,

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

c. an order (the "**Stay Extension Order**"), substantially in the form attached hereto as **Schedule "D"**, extending the Stay Period (as defined in the ARIO) from November 25, 2026, to January 20, 2027; and

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

Grounds for making this application:

2. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the ARIO or the First Affidavit of Darrell Bishop sworn November 16, 2026, (the "**First Bishop Affidavit**"), as applicable.

3. On April 21, 2026, the Applicants obtained protection from their creditors under the CCAA pursuant to an initial order (the "**Initial Order**") of the Court of King's Bench of Alberta (the "**Court**"). The ARIO was pronounced on May 1, 2026, which, among other things:

a. appointed FTI Consulting Canada Inc. ("**FTI**") as the monitor (in such capacity, the "**Monitor**") of the Group's (as defined herein) assets, undertakings and properties (collectively, the "**Property**"), the Group's business (the "**Business**"), and financial affairs of the Group in these CCAA proceedings;

b. declared that Monette Farms Land LP, Monette Farms Land II LP, and Monette Farms BC LP (collectively, the "**Non-Applicant Stay Parties**", and together with the

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

c. stayed all claims, proceedings and remedies taken or that might be taken in respect of the Group, the Property, the Business, the Monitor, and either of their respective directors and officers, except with leave of the Court;

d. granted a charge in favour of the Monitor, counsel to the Monitor, the Group's counsel and the Syndicate's Financial Advisor for professional fees incurred up to the amount of $1,500,000 (the "**Administration Charge**") in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or other lien of whatever nature against the Property;

e. authorized the Group to carry on business in a manner consistent with the preservation of the Business and Property; and

f. approved a debtor-in-possession ("**DIP**") financing facility (the "**DIP Facility**") provided by The Bank of Nova Scotia in its capacity as DIP agent (the "**DIP Agent**") and the members of the Syndicate (in such capacity, the "**DIP Lenders**"), authorized the Group to borrow from the DIP Lenders a maximum amount of $90 million, in accordance with the terms of the Term Sheet (as defined in the ARIO) and created a related $95 million charge to secure the DIP Facility (the "**DIP Lenders' Charge**") in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or other lien of whatever nature against the Property except for the Administration Charge.

4. On June 12, 2026, the Court granted, among other orders, an order (the "**SISP Approval Order**") which, among other things:

a. approved the sale and investment solicitation process (the "**SISP**"); and

b. authorized and empowered the Applicants and Monitor to implement the SISP and to perform all steps and actions required to them pursuant to the SISP.

5. On October 15, 2026, the Monitor, following consultation with the Group and the DIP Lenders extended SISP milestones pursuant to paragraphs 16, 53, and 54 of the SISP. The Binding Bid Deadline (as defined in the SISP) was extended to November 3, 2026 and the SISP Termination Date (as defined in the SISP) was extended to 12 pm (MT) on December 4, 2026.

6. The Group, in consultation with the Monitor and DIP Agent continue to pursue a restructuring pursuant to the SISP and require an extension of the stay to conclude the SISP and pursue implementation of any Successful Bids (as defined in the SISP).

Chapter 15 Case

7. 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**").

8. 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**").

9. 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, subject to the approval of the Montana SAVO, the Monitor, as Foreign Representative, will seek recognition of the Montana SAVO and such further relief as may be required from the US Bankruptcy Court to approve and implement the Montana Transaction in the Chapter 15 Case.

RELIEF SOUGHT

Montana SAVO

10. In accordance with the terms of the SISP, the Group, among other things, conducted a sale process for the Group's real property and lease interests located in Montana held by Monette USA (the "**Montana Purchased Assets**").

11. Prior to the commencement of these CCAA proceedings, the Montana Purchased Assets had been marketed for sale by private outreach to industry contacts. The Montana Purchased Assets were not sold, and thus were marked pursuant to the SISP.

12. Pursuant to paragraph 33(b) of the SISP, the Monitor, the DIP Agent, and the Group agreed to designate the Montana PSA as the Successful Bid for the Montana Purchased Assets. Key terms of the Montana PSA are as follows:

    a. the Montana Purchaser shall pay an approximate 5% deposit (the "**Deposit**") to be held by Flying S Title & Escrow (the "**Title Company**") until the Montana Purchaser's approval of title. Once the Montana Purchaser approves the title commitment, the

Deposit shall be transferred by the Title Company to the Monitor to be held in a non-interest bearing trust account until closing or termination in accordance with the Montana PSA;

b. the Montana Transaction will transfer Monette USA's interests to the Purchased Lands (as defined in the Montana PSA), associated water rights, and subject to applicable consents and approvals, the Lease Acreage (as defined in the PSA), and will exclude the Excluded Assets as identified in the Montana PSA;

c. the Montana Purchased Assets are being sold on an "as is, where is" basis;

d. the Montana PSA is conditional on, among other things, (i) approval by both this Court and the US Bankruptcy Court; (ii) no appeals or stay of those orders; and (iii) completion of lease transfer arrangements for the applicable Lease Acreage, recognizing that the transaction is not conditional upon obtaining all lessor consents; and

e. the Montana Transaction is set to close fourteen days following satisfaction or waiver of the conditions to closing and in any event not later than the SISP Termination Date (as extended), or on such other date as may be agreed to by the parties.

13. The Applicants seek approval of the Montana 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 Montana Purchased Assets. The Montana SAVO does not request that this Court vest title to any property located in the United States. Rather, following the issuance of the Montana 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 Montana Transaction in the Chapter 15 Case.

14. The Applicants respectfully submit that the Court issue an order approving the Montana PSA for the following reasons, among others:

a. the Montana Purchased Assets were exposed to the market for a reasonable period of time, and interested parties were afforded a fair opportunity to participate, both prior to and through the SISP;

b. there is no reasonable basis to conclude that extending or restarting the sale process would result in a superior transaction;

c. the purchase price is the best available offer for the Montana Purchased Assets, and

is reasonable considering the value of the Montana Purchased Assets as described in the appraisal included in the Confidential Affidavit of Darrel Noel Monette sworn April 17, 2026;

d. the Monitor supports the Montana Transaction and is satisfied that it is fair and reasonable in the circumstances; and

e. the DIP Agent has approved the Montana PSA and the Montana Transaction contemplated therein.

Sealing Order

15. The Applicants seek an order directing the sealing of the Confidential Affidavit until the Unsealing Date.

16. The Sealing Order is necessary as the Confidential Affidavit includes commercially sensitive information including, without limitation, information regarding the financial terms of the Montana PSA.

17. 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.

Stay Extension Order

18. The Stay Period expires on November 25, 2026.

19. The Applicants are seeking to extend the Stay Period to and including January 20, 2027, or such later date as this Court may order. 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 required with respect to the closing of the Montana Transaction and any further transactions that may arise in the SISP; and (ii) assist the Monitor with the continuation and closing of the SISP for all remaining Property not yet sold.

20. Since the granting of the ARIO, the Group has acted and is continuing to act in good faith and with due diligence in these CCAA proceedings.

21. With the continued use of the Cash Management System and DIP Facility, the Group has sufficient liquidity to operate through the proposed Stay Extension, as demonstrated by the Cash Flow Projection.

22. The Group and their stakeholders will benefit from the Stay Extension.

FURTHER GROUNDS

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

Material or evidence to be relied on:

24. Amended and Restated Initial Order granted by the Honourable Justice M.H. Bourque on May 1, 2026;

25. Order re SISP and Expedited SAVO granted by the Honourable Justice R.W. Armstrong on June 12, 2026;

26. Order re Stay Extension granted by the Honourable Justice R.W. Armstrong on June 12, 2026;

27. First Affidavit of Darrel Noel Monette, sworn April 17, 2026;

28. Confidential Affidavit of Darrel Noel Monette, sworn April 17, 2026;

29. First Affidavit of Darrell Bishop, sworn November 16, 2026, to be filed;

30. Confidential Affidavit of Darrell Bishop, sworn November 16, 2026, to be filed;

31. Fifth Report of the Monitor, to be filed; and

32. such further and other materials and evidence as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations

33. *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended;

34. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;

35. *Personal Property Security Act*, SS 1993, c P-6.2 (Saskatchewan);

36. *Personal Property Security Act*, RSA 2000, c P-7 (Alberta);

37. *Personal Property Security Act*, CCSM, c P35 (Manitoba);

38. *Personal Property Security Act*, RSBC 1996, c 359 (British Columbia);

39. *Land Titles Act*, SS 2000 c L-51 (Saskatchewan);

40. *Land Titles Act*, RSBC 1996, c 250 (British Columbia);

41. *Real Property Act*, CCSM c. R30 (Manitoba);

42. Bankruptcy and Insolvency General Rules, CRC, c 368;

43. *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

44. such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

WARNING

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

Schedule A

COURT FILE NUMBER	2601-07148
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended AND IN THE MATTER OF THE COMPROMISE OR PLAN OF ARRANGEMENT OF MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.
APPLICANTS	MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.
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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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Burnet, Duckworth & Palmer LLP 2400, 525 – 8 Avenue SW Calgary, AB T2P 1G1 Ryan Algar ralgar@bdplaw.com	Email	*Counsel to Northwest Refrigeration & Airconditioning Ltd.*
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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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BYNER CATTLE COMPANY 4340 E Cotton Center Blvd, Suite 110 Phoenix, AZ 85040, USA **Chris Franks** cfranks@fmi.com	Email	*Arizona Purchaser*
SNELL & WILMER LLP 1 E Washington St, Suite 2700 Phoenix, AZ 85004, USA **Lucas Narducci** lnarducci@swlaw.com **Bryce Suzuki** bsuzuki@swlaw.com	Email	*Counsel to Byner Cattle Company, Arizona Purchaser*
PIONEER TITLE AGENCY INC. 1550 E. Missouri Ave Phoenix, AZ 85014 **Donna Walt** Donna.walt@ptaaz.com	Email	*Arizona Title Company*

GOVERNMENT AGENCIES	METHOD OF DELIVERY	*ROLE/INTEREST*
DEPARTMENT OF JUSTICE CANADA Prairie Regional Office (Edmonton) 300, 10423 - 101 Street Edmonton, AB T5H 0E7 **Daniel Segal** Daniel.segal@justice.gc.ca **Amanda Wall** Amanda.wall@justice.gc.ca	Email	*Counsel to Canada Revenue Agency*
CANADA REVENUE AGENCY Surrey National Verification and Collection Centre 9755 King George Boulevard Surrey BC V3T 5E1 Fax: 1.833.697.2389	Fax	*Potential Interested Party*
OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA CCAA Team Osbccaa-laccbsf@ised-isde.gc.ca	Email	*Interested Party*
SASKATCHEWAN CROP INSURANCE CORPORATION Box 3000 484 Prince William Drive Melville, Saskatchewan S0A 2P0	Courier	*Interested Party*
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 **Licensing and Security** 100-303 Main Street Winnipeg, Manitoba R3C 3G8 licence@grainscanada.gc.ca	Email	*Interested Party*
MINISTRY OF THE ATTORNEY GENERAL (BRITISH COLUMBIA) Legal Services Branch Ministry of Attorney General PO Box 9280 Stn Prov Govt Victoria, BC, V8W 9J7 **Andrea Glen**	Email	*Interested Party*

GOVERNMENT AGENCIES	METHOD OF DELIVERY	*ROLE/INTEREST*
AGLSBRevTaxInsolvency@gov.bc.ca		
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BRITISH COLUMBIA SURFACE RIGHTS BOARD 1270 - 605 Robson Street Vancouver, BC V6B 5J3 office@surfacerightsboard.bc.ca	Email	*Interested Party*
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	*Interested Party*
ALBERTA MINISTRY OF AGRICULTURE AND IRRIGATION c/o Alberta Justice 2nd flr, 10011 – 109 Street NW Edmonton, AB T5J 3S8 jsg.servicehmk@gov.ab.ca	Email	*Interested Party*
SASKACHEWAN MINISTRY OF AGRICULTURE **Honourable David Marit** Minister of Agriculture Room 334, 2405 Legislative Drive, Regina, SK, S4S 0B3 ag.minister@gov.sk.ca	Email	*Interested Party*
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GOVERNMENT AGENCIES	METHOD OF DELIVERY	*ROLE/INTEREST*
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HTD FAR WEST, LLC PO Box 1715 Bandera, TX 78003 **Harold T. DuPerier, III** trip@texaslandman.net **Kevin Meier** Meier@aol.com	Email	*Proposed Montana Purchaser*
PREMIER LAND COMPANY 1800 Minnesota Ave Billings, MT 59101	Email	*Montana Property Broker*

GOVERNMENT AGENCIES	METHOD OF DELIVERY	*ROLE/INTEREST*
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FLYING S TITLE & ESCROW 3533 Gabel Road Billings, Montana 59102	Courier	*Montana Title Company*
PATERSON GLOBAL FOODS INC. 333 Main Street Winnipege, MB R3C 4E2 **David Grohmueller** dgrohmueller@pgfi.ca	Email	*Interested Party*

Schedule B

COURT FILE NUMBER	2601-07148
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.
APPLICANTS	MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.
DOCUMENT	**MONTANA 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

Clerk's Stamp

DATE ON WHICH ORDER WAS PRONOUNCED:	November 24, 2026
NAME OF JUDGE WHO MADE THIS ORDER:	The Honourable Justice D.R. Mah
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 "**Montana Transaction**") contemplated by an agreement of purchase and sale (the "**Montana PSA**") between Monette Farms USA, Inc. (the "**Seller**") and HTD Far West, LLC and/or its assigns (the "**Montana Purchaser"**) dated November 15, 2026, the redacted copy of which is appended and marked as Exhibit "A" to the First Affidavit of Darrell Bishop sworn November 16, 2026 (the "**Bishop Affidavit**") and the unredacted copy of which is appended and marked as Confidential Exhibit "A" to the Confidential Affidavit of Darrell Bishop sworn November 16, 2026 (the "**Confidential Affidavit**"), relating to the Purchased Lands and Lease Acreage (each as defined in the Montana PSA) (the "**Montana 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 Bishop Affidavit; the Confidential Affidavit; and the Affidavit of Service of Angeline Gagnon, sworn November [●], 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 Fifth Report of the Monitor, filed November [●], 2026 (the "**Fifth Report**") prepared by FTI Consulting Canada Inc. 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 Montana Transaction is hereby approved and execution of the Montana 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 Montana Transaction and conveyance of the Montana Purchased Assets to the Montana Purchaser (or its assigns) *provided that* the Monitor consents to all such amendments or additional documents.

DISCHARGE OF CLAIMS

4. The Montana Purchaser (or its assigns) shall pay the purchase price for the Montana 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 Montana PSA have been satisfied or waived; and (iii) that Monitor is satisfied that the Montana Transaction can immediately close on terms substantially as approved by this Honourable Court, the Monitor shall deliver to the Montana 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 Montana Purchaser (or its assigns), 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 Montana Transaction in its own right, and vesting all of the Seller's right, title and interest in and to the Montana Purchased Assets to the name of the Montana Purchaser (or its assigns), the Montana 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 Montana 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 Montana Purchased Assets are hereby expunged, discharged and terminated as against the Montana 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 Montana 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 Montana Purchased Assets (to be held in a non-interest bearing trust account by the Monitor) shall stand in the place and stead of the Montana 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 Montana Purchased Assets and may be asserted against the net proceeds from sale of the Montana Purchased Assets with the same priority as they had with respect to the Montana Purchased Assets immediately prior to the sale, as if the Montana 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 Montana Purchased Assets in the name of the Montana Purchaser as required pursuant to Montana law, the Monitor is authorized to pay the net proceeds from the Montana Transaction to the Syndicate in accordance with paragraphs 48 to 50 of the ARIO.

10. Upon completion of the Montana Transaction, the Seller and all persons who claim by, through or under the Seller in respect of the Montana Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Montana 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 Montana Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Montana 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 Montana Purchased Assets, they shall forthwith deliver possession thereof to the Montana Purchaser (or its assigns).

11. Immediately upon closing of the Montana 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 Montana Purchaser (or its assigns).

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 Montana Purchased Assets in the Montana Purchaser (or its assigns) 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 Montana Purchaser or the Montana 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	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended	
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.	
APPLICANTS	MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.	
DOCUMENT	**MONTANA PSA MONITOR'S CERTIFICATE**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Suite 3700, Bankers Hall West 888 3rd Street SW Calgary, Alberta, T2P 5C5 Telephone: (403) 351-2920 Facsimile: (403) 648-1151 Email: joliver@cassels.com / dmarechal@cassels.com / mclarksonmaciel@cassels.com File No.: 063030-01 Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel	

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 November 24, 2026, approving, among other things, the agreement of purchase and sale (as amended the "**Montana PSA**") between Monette Farms USA, Inc. (the "**Seller**") and HTD Far West LLC and/or its assigns (the "**Montana Purchaser**") by way of a purchase and sale agreement dated November 15, 2026 and by an order of the United States Bankruptcy Court for the District of Delaware dated [●], which provided for the vesting in the Montana Purchaser of the Seller's right, title and interest in and to the Purchased Lands and the Lease Acreage (each as defined in the Montana PSA) (the "**Montana Purchased Assets**"), which vesting is to be effective with respect to the Montana Purchased Assets upon the delivery by the Monitor to the Montana Purchaser of a certificate confirming (i) the Montana Purchaser has paid the purchase price for the Montana Purchased Assets to the Monitor; (ii) that the conditions to Closing as set out in the Montana PSA have been satisfied or waived by the Seller and the Montana Purchaser; and (iii) the Montana Transaction has been completed to the satisfaction of the Seller.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Montana PSA.

THE MONITOR CERTIFIES the following:

1. The Montana Purchaser (or its assigns) has paid the purchase price to the Monitor for the Montana Purchased Assets payable on the closing date pursuant to the Montana PSA;

2. The conditions to Closing of the Montana PSA have been satisfied or waived by the Seller and the Montana Purchaser (or its assigns); and

3. The Monitor is satisfied that the Montana 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 C

COURT FILE NUMBER	2601-07148	Clerk's Stamp
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, 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 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 Marechal / Matteo Clarkson-Maciel

DATE ON WHICH ORDER WAS PRONOUNCED:	November 24, 2026
NAME OF JUDGE WHO MADE THIS ORDER:	The Honourable Justice D.R. Mah
LOCATION OF HEARING:	Calgary, Alberta

UPON the application (the "**Application**") of Monette Farms Ltd., Monette Farms Ontario Corp., Nexgen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 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 First Affidavit of Darrell Bishop sworn November 16, 2026 (the "**Bishop Affidavit**"), the Confidential Affidavit of Darrell Bishop sworn November 16, 2026 (the "**Confidential Affidavit**"), and the Affidavit of Service of Angeline Gagon sworn November [●], 2026; **AND UPON** reading the Fifth Report of FTI Consulting Canada Inc., in its capacity as Monitor of the Applicants, filed November [●], 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 USA, Inc. (as seller) and HTD Far West, LLC and/or its assigns (as buyer) (the "**Montana Transaction**") dated November 15, 2026, has closed; and

   (i) the termination of the within proceedings pursuant to the *Companies Creditors Arrangement Act,* RSC 1985, c C-36, as amended ("**CCAA**"); or

   (b) 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 MAH ON NOVEMBER 24, 2026 UNTIL THE EARLIER OF THE FILING OF THE MONITOR'S CERTIFICATE

CONFIRMING THAT THE MONTANA 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

Schedule D

COURT FILE NUMBER	2601-07148
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.
APPLICANTS	MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.
DOCUMENT	**STAY EXTENSION ORDER**

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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File No.: 063030-01
Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel

DATE ON WHICH ORDER WAS PRONOUNCED: November 24, 2026
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice D.R. Mah
LOCATION OF HEARING: Calgary, Alberta

Click or tap here to enter text.

UPON the application (the "**Application**") of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the "**Applicants**") for an order (the "**Order**"), among other things, extending the Stay Period (as defined in the Amended and Restated Initial Order granted by the Honourable Justice M.H. Bourque in these proceedings on May 1, 2026 (the "**ARIO**")); **AND UPON** having read the Application; the ARIO, the Order Re Stay Extension of the Honourable Justice D.R. Mah granted November 10, 2026; the First Affidavit of Darrell Bishop sworn November 16, 2026; and the Affidavit of Service of Angeline Gagnon, sworn November [●], 2026; **AND UPON** reading the Fifth Report of the Monitor dated November [●], 2026; **AND UPON** hearing the submissions of counsel for the Applicants, and anyone else appearing for any other person on the service list;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice 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, if necessary.

DEFINED TERMS

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

STAY EXTENSION

3. The Stay Period is hereby extended from November 25, 2026, up to and including January 20, 2027.

MISCELLANEOUS

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

   (a) serving the same on:

      (i) the persons listed on the Service List created in these proceedings;

      (ii) any other person served with notice of the application for this Order; and

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

(b) posting a copy of this Order on the Monitor's website at: http://cfcanada.fticonsulting.com/MonetteFarms,

and service on any other person is hereby dispensed with.

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

Justice of the Court of King's Bench of Alberta