

COURT FILE NUMBER

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

**DOCUMENT**

**ORIGINATING APPLICATION**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION  
OF PARTY  
FILING THIS  
DOCUMENT

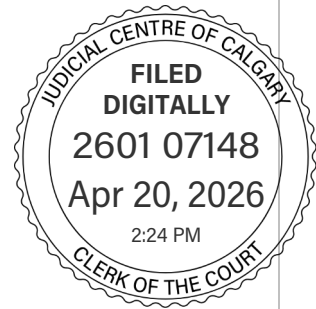
Cassels Brock & Blackwell LLP  
Suite 3700, Bankers Hall West  
888 3<sup>rd</sup> Street SW  
Calgary, Alberta, T2P 5C5

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

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: April 21, 2026

Time: 2:00 P.M.

Where: Calgary Courts Centre - Webex

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

Before: The Honourable Justice C.M. Jones

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 originating application (the "**Application**") for:
  - a. an order (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangements Act*, RSC 1985, c C-36, as amended ("**CCAA**"), substantially in the form attached as Schedule "B" hereto, among other things:
    - i. abridging the time for serving and deeming service of the Application and supporting materials for the Initial Order to be good and sufficient;
    - ii. declaring that the Applicants are companies to which the CCAA applies;
    - iii. appointing FTI Consulting Canada Inc. ("**FTI**") as the court-appointed monitor (the "**Monitor**") of the Property, the Business, and financial affairs of the Group (as defined below) in these CCAA proceedings;

- iv. declaring 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 Initial Order 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;
- v. staying all claims, proceedings and remedies taken or that might be taken in respect of the Group, its respective assets, undertakings and properties (collectively, the “**Property**”), the Business, the Monitor, and either of their respective directors and officers, except with leave of the Court (the “**Stay of Proceedings**”);
- vi. ordering that the *status quo* be maintained in respect of the proprietary and regulatory licences issued to the Group including those issued by the British Columbia Ministry of Forests, Lands, Natural Resource Operations and Rural Development, and any other regulator issuing a licence related to the Real Property or issued to the Group, which shall be preserved and maintained during the pendency of the Stay of Proceedings, other than that of the grain licence issued by the Canadian Grain Commission;
- vii. authorizing the Group to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property;
- viii. authorizing the Group to continue to use their existing cash management system on the terms set out in the Initial Order;
- ix. granting certain charges which shall 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;
- x. approving a debtor-in-possession (“**DIP**”) financing facility (the “**DIP Facility**”) to be provided by The Bank of Nova Scotia in its capacity as DIP agent (the “**DIP Agent**”) and certain 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 may be advanced to the Group in accordance with the terms

of the Term Sheet (as defined herein) 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 herein);

- xi. entitling the Group to make payment of all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- xii. entitling the Group to pay reasonable expenses incurred by them in operating the business in the ordinary course, including making payment of obligations owing in respect of goods and services supplied to the Group prior to the date of the Initial Order by critical vendors to the extent required to ensure ongoing supply of critical goods and services, as permitted by the Initial Order, subject to approval by the Monitor and the Syndicate's Financial Advisor, up to a maximum aggregated amount of \$3 million, and subject to approval of the Monitor, the Syndicate's Financial Advisor, and additional consultation with the DIP Agent for any payments in excess of \$100,000; and

b. an order (the "**Sealing Order**") substantially in the form attached as Schedule "C" hereto, sealing the confidential affidavit of Darrel Monette, sworn April 17, 2026 (the "**Confidential Affidavit**"), until one year from the termination of these CCAA proceedings, should the Initial Order be granted, or further order of this Court; 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 affidavit of Darrel Monette, sworn April 17, 2026 (the "**Monette Affidavit**").

**Grounds for making this application:**

**THE PARTIES**

3. The Applicants are corporations controlled by Darrel Monette. The corporate Applicants are incorporated or amalgamated in the provinces of Saskatchewan, British Columbia and Ontario, or

the states of Montana, Delaware, and Arizona. The LPs form a critical part of the Applicants' business, holding beneficial title for all Canada Real Property.

4. Several of the Applicants, namely DMO USA, Seeds USA, MF Arizona, Monette USA, and Produce USA (collectively, the "**USA Entities**") are corporations formed or operating in the United States ("**USA**"), namely Arizona and Montana.

#### **BACKGROUND OF THE GROUP**

5. As set out in the Monette Affidavit, the Group is in the agriculture business, focusing on grain, produce, cattle, and seed processing across Canada and the USA. They are one of the largest private farms in the world, owning or leasing over 400,000 acres of farmland and employing on average 425 individuals in the year, primarily located in rural communities across North America.
6. The Group is party to a senior facilities agreement dated December 5, 2018 (as amended from time to time, the "**Senior Facilities Agreement**") provided primarily by a syndicate of lenders (together the "**Syndicate**"), with The Bank of Nova Scotia as agent (the "**SFA Agent**"). Approximately \$830,000,000 is drawn under the Senior Facilities Agreement. The Senior Facilities Agreement matured on April 15, 2026.
7. Notwithstanding the occurrence of multiple events of default under the Senior Facilities Agreement, the Syndicate has continued to support the Group's operations and restructuring efforts. Since October 2024, the Syndicate entered into two waiver and covenant agreements and eight subsequent amending agreements, ultimately culminating in the Forbearance Agreement (as defined below), pursuant to which the Agent and Lenders agreed to forbear from exercising their rights and remedies in respect of Specified Events of Default during the Forbearance Period. Throughout this period, the Syndicate continued to engage constructively with the Group's efforts to right-size the business and pursue asset dispositions while providing liquidity.
8. In addition to the Senior Facilities Agreement, the Group has incurred various secured debts with other lenders to fund operations, including: (a) \$6,000,000 under a letter of credit facility required to secure Canadian Grain Commission licensing; (b) \$30,000,000 under a facility for cattle operations with Farm Credit Canada., as amended; (c) vendor take-back indebtedness of \$18,000,000 secured against the Group's Real Property located in Airdrie, Alberta; and (d) equipment financing from a variety of parties.
9. The Group is facing a liquidity crisis driven by poor crop prices, higher costs, spoilage, and poor yields which have placed drags on recent profits. However, recent appraisals commissioned by the Group indicate that, while over-leveraged, the Group's Real Property holdings alone exceed their liabilities.

10. As a result of the existing defaults and the maturity of the Senior Facilities Agreement, the Group requires additional time to implement a controlled deleveraging and refinancing of their indebtedness, with the support of its senior lender, being the Syndicate. The Group requires creditor protection pursuant to the CCAA and the associated Stay of Proceedings to ensure that the Group, under the supervision of the Monitor, may manage an orderly sale and investment solicitation process that will ensure that the interests of the Applicant's stakeholders are respected, value is maximized, and the critical spring seeding season is not disrupted. The Applicants will seek, within 45 days of the comeback hearing, an order to approve a sale and investment solicitation process in form and substance satisfactory to DIP Agent and the SFA Agent under the Senior Facilities Agreement that will implement the orderly sale of all or substantially all of the Group's assets, seek investment in the Group and refinancing opportunities to repay all obligations owing pursuant to the Senior Facilities Agreement in accordance with the milestones set out in the Term Sheet.
11. With the support of the lenders under the Senior Facilities Agreement, the Group requires urgent DIP financing in order to proceed with the most time-sensitive and operationally critical aspect of their business: the fertilization and seeding of their fields for the 2026 growing season. Spring seeding occurs within a narrow window that begins immediately once the ground thaws in April, with crop yields declining materially the later seeding occurs. For farming operations of the Group's scale, seeding is not a single act but a coordinated sequence of time-critical steps, including the procurement of required supplies, the pre-treatment of seed, and the planting of crops across hundreds of thousands of acres. These steps require significant upfront expenditures and must be undertaken and paid for now.
12. The repayment of the obligations owing to the Syndicate under the Senior Facilities Agreement is an integral and necessary component of the Group's overall deleveraging strategy. The strategy also includes the right-sizing of the Group's business and balance sheet through an orderly disposition of assets with the proceeds of those dispositions being applied toward satisfaction of the Senior Facilities. Such deleveraging is intended to facilitate a refinancing of the Senior Facilities.
13. Absent the DIP Facility, the Group would not have sufficient funds to continue to operate. This would have adverse material effects on the Group's stakeholders and the Group's revenue. A disorderly liquidation would also have significant effect on both employees, whose entire livelihoods depend on the growing season, and the rural communities in which the Group operates.
14. Without the DIP financing the Group would be unable to complete seeding within the applicable spring window and the consequences would be immediate and irreversible. The Group would lose the opportunity to generate any revenue from the affected lands for the entirety of the 2026 growing

season. In addition, fields that are left unseeded or inadequately maintained for a full growing season suffer a loss of productivity and are vulnerable to soil degradation and erosion, materially impairing their long-term agricultural value. As the value of farmland is intrinsically tied to its production and demonstrated operating performance, lands left idle for the 2026 season would command materially reduced prices in any realization process.

15. Additionally, the consequences of not seeding would be catastrophic for the Group's workforce, particularly the approximately 600 employees engaged during the peak seeding and growing seasons, many of whom are located in rural communities with limited alternative employment opportunities. As a result of a failure to seed in 2026 there would be widespread job loss.
16. As the Senior Facilities Agreement has matured, the Syndicate is willing to support the Group to complete the spring seeding program and this proceeding generally on a super-priority basis pursuant to the CCAA. The Group has no alternative source of liquidity available to preserve the value of their business and assets outside of the CCAA proceedings.
17. Accordingly, the Initial Order and DIP Facility will provide the Group with the ability to obtain the interim financing necessary to ensure that the Group can seed and farm their lands. This, in turn, will provide the Group with the ability to:
  - a. maintain ongoing operations to avoid any disruption in farming activities;
  - b. protect jobs for the 2026 seeding and growing season;
  - c. preserve and protect the Group's assets, ensuring the Group can receive prices based on operating farmland;
  - d. engage in discussions with its stakeholders and third parties to deleverage and sell the Group's assets; and
  - e. implement a controlled and orderly sales process that maximizes value.

***USA Recognition is Required***

18. Since some of the Group's operations, property and business relationships are located in the USA, immediately following the commencement of these CCAA proceedings, the Applicants intend to initiate recognition proceedings in the USA (the "**USA Recognition Proceedings**") in order to recognize and enforce these CCAA proceedings in these jurisdictions and avoid potentially adverse actions being taken by creditors in the USA.

## **CCAA LEGAL REQUIREMENTS**

### ***The Applicants are "Companies" Under The CCAA***

19. Each Applicant is a "company" to which the CCAA applies. The Applicants, including the USA Entities, are incorporated in Canada, or otherwise have assets or do business in Canada.
20. The USA Entities, although not incorporated in Canada, are essential corporations to an integrated and consolidated business that is managed and financed in Canada. The USA Entities cannot operate independently without the financial support of the Applicants located in Canada. They are parties to the Senior Facilities Agreement and without the Stay of Proceedings could be the subject of ricochet claims or enforcement steps that may be designed to circumvent the CCAA proceedings and would have a material impact on the Group's operations in Canada. A coordinated process managed in Canada is necessary to ensure a controlled and orderly proceeding.
21. The LPs, while not a "company" under the CCAA, hold the beneficial title for the Canada Real Property. The LPs are therefore critical to the Groups' operations. Similar to the USA Entities, the LPs require the protections of the Initial Order, and particularly the Stay of Proceedings, so no creditor can circumvent the CCAA proceedings by enforcing against the LPs.

### ***The Applicants have Claims Against Them in Excess of \$5,000,000***

22. The Applicants' combined total liabilities are far greater than the statutory threshold of \$5 million (CAD).

### ***The Applicants are Insolvent***

23. The Applicants face an imminent liquidity crisis. The Applicants are insolvent within the meaning of the CCAA. They are unable to meet their obligations as they become due notwithstanding that the fair market value of their assets exceeds their liabilities.

### ***Locality of the Group is in Alberta***

24. Alberta is the appropriate jurisdiction for these proceedings. The Group's directing mind, treasury functions, banking relationships, principal debt agreements, and professional advisors are centered in Alberta. Strategic, financial, and operational decisions for the Group are made primarily in Alberta, notwithstanding that physical operations are conducted in multiple jurisdictions.

### ***Cash Flow Forecast***

25. A projected cash flow statement for the Group (the "**Cash Flow Projection**") has been prepared by FTI in consultation with the Group.

26. The Group's principal use of cash during these CCAA proceedings will be the Group's ongoing operating costs, including, among other things, employee compensation, supplier payments, rent payments in connection with leased farmland, general administrative expenses and the payment of critical suppliers necessary to fund the seeding of over 350,000 acres of farmland by June 2026. In addition to these normal course operating expenses, the Group will incur professional fees and disbursements in connection with these CCAA proceedings and the USA Recognition Proceedings.
27. The Cash Flow Projection indicates that the Group immediately requires emergency funding to allow them to purchase critical fertilizer, seed and other crop inputs for the 2026 season. These amounts equate to the initial drawdown amount under the Term Sheet.

## **CCAA RELIEF SOUGHT**

### ***Stay of Proceedings***

28. The Applicants and Non-Applicant Stay Parties require the Stay of Proceedings for the 10-day period to:
  - a. maintain the status quo and provide the Group with the time and procedural protection necessary to preserve the value of the Group, their Property and to prevent the exercise of remedies by its contractual counterparties, including creditors; and
  - b. provide the Group with the necessary time and opportunity to propose and seek by way of court order a sale and investment solicitation process;
29. The Applicants seek an extension of the Stay of Proceedings to the Non-Applicant Stay Parties. The Non-Applicant Stay Parties are affiliates and subsidiaries of the Applicants. While the LPs cannot themselves be Applicants under the CCAA because they are not 'companies', the Applicants are the general partners of the LPs. The LPs' position in the group as beneficial holders of the Group's primary assets and main collateral under the Senior Facilities Agreement necessitates that Stay of Proceedings and protections in the Initial Order extend to the LPs. Without the Stay of Proceedings extending to the Non-Applicant Stay Parties, creditors could seek to circumvent these proceedings, jeopardising the restructuring of the Group.
30. The Applicants will seek further extensions to the Stay of Proceedings as is necessary to achieve those goals. The Applicants are acting in good faith and with due diligence.

### ***Appointment of Monitor***

31. FTI will act as Monitor in respect of the Group. FTI is a "trustee" within the meaning of section 2 of the *Bankruptcy and Insolvency Act* (Canada) and is not subject to any of the restrictions on who

may be appointed as monitor set out in section 11.7(2) of the CCAA. FTI has extensive experience acting as monitor to debtor companies under the CCAA, including cross-border and international proceedings.

32. FTI has consented to act as Monitor.
33. FTI as proposed Monitor will file a pre-filing report with the Court in conjunction with the Applicants' request for relief under the CCAA.

***Monitor as Foreign Representative***

34. The Applicants seek an order authorizing the Monitor to act as foreign representative in respect of the within proceedings for the purpose of having these proceedings recognized under chapter 15 of Title 11 of the United States Bankruptcy Code. The Monitor will be authorized to apply for foreign recognition and approval of these proceedings, as necessary, in the United States of America
35. Appointment of FTI, as foreign representative (in its capacity as Monitor), will be necessary and appropriate, as it will allow the enforcement of the Stay of Proceedings in the USA Recognition Proceedings.

***Administration Charge***

36. The Monitor, counsel to the Monitor, counsel for the Group, and the Syndicate's financial advisor PricewaterhouseCoopers Inc. (the "**Syndicate's Financial Advisor**") require the establishment of a super-priority charge against the Property of the Group in priority to other security interests and charges (the "**Administration Charge**") to secure the Group's obligations toward their legal counsel, the Monitor, the Monitor's counsel, and the Syndicate's Financial Advisor for work performed and to be performed in connection with these CCAA proceedings. The proposed Initial Order provides for an Administration Charge up to an initial maximum amount of \$1,500,000. The quantum of the Administration Charge was developed in consultation with the proposed Monitor. The Administration Charge is a conservative estimate of the likely exposure of professionals during the Stay of Proceedings. The Applicants will seek an increase of the Administration Charge at the comeback hearing.
37. The Group requires the expertise, knowledge and continuing participation of the proposed beneficiaries of the Administration Charge to complete a successful restructuring. The Administration Charge is necessary to ensure their continued participation.

***Term Sheet Approval and DIP Lenders' Charge***

38. The Group faces an imminent liquidity crisis and require emergency funding in order to carry on their business in the ordinary course. They require funding to purchase critical fertilizer, seed and other crop inputs for the 2026 season.
39. The Applicants seek approval of interim financing through a DIP arrangement pursuant to the DIP term sheet dated April 17, 2026 (the "**Term Sheet**") as agreed to by The Bank of Nova Scotia, as the DIP Agent (the "**DIP Agent**"), the DIP Lenders, the Applicants, and the Non-Applicant Stay Parties. The Term Sheet provides a \$90,000,000 revolving credit facility for the Group to satisfy the Group's acute need for working capital. The DIP Facility only permits the Initial Advance to be drawn after approval of the Initial Order. This amount, while significant, is the minimum amount necessary to ensure fertilizer, seed, and chemicals for the growing season are purchased. All crop inputs must be purchased before the growing season commences. The Term Sheet requires that the Applicants seek the DIP Lenders' Charge in the amount of \$95,000,000 in the Initial Order, however the Group is only entitled to the Initial Advance until the comeback hearing. This structure has been devised to ensure that the DIP Lenders' Charge is properly recognized by the United States Bankruptcy Court of competent jurisdiction without the Applicants needing to return to the US Bankruptcy Court to seek an amendment to that court's provisional recognition order following the comeback hearing.
40. The Applicants request approval of a super-priority DIP Lenders' Charge in an initial amount of \$42,000,000 ranking behind the Administration Charge to secure all obligations under the Term Sheet and any definitive documents. Court approval of the DIP Lenders' Charge is a requisite condition before the Initial Advance is released to the Group.

***Critical Supplier Payments***

41. The Applicants are seeking permission to pay certain of the Group's pre-filing creditors deemed critical to its operations. This ability will be subject to (i) the Term Sheet, or (ii) the prior approval by the Monitor, the Syndicate's Financial Advisor, and the DIP Agent (as defined below), up to a maximum amount of \$100,000 in any one transaction and \$3,000,000 in the aggregate.

***Directors' Charge***

42. The Applicants are seeking a super-priority charge ranking behind the Administration Charge and the DIP Lenders' Charge in an initial amount of \$1,500,000 (the "**Directors' Charge**") to secure the indemnity of their respective directors and officers for liabilities they may incur in these CCAA proceedings.

43. It is appropriate in the circumstances for the Court to approve the Directors' Charge given that:
- a. the Group requires active and committed involvement of the directors and officers in order to continue business operations in the ordinary course and execution of the milestones identified within the Term Sheet;
  - b. the Directors' Charge would only cover obligations and liabilities that the directors and officers may incur after the commencement of the CCAA proceedings and does not cover willful misconduct or gross negligence;
  - c. the amount of the Directors' Charge is reasonable in the circumstances; and
  - d. the Monitor is supportive of the Directors' Charge.

#### **SEALING ORDER**

44. The Confidential Affidavit contains confidential and commercially sensitive information
45. An order temporarily sealing the Confidential Affidavit is appropriate given the commercially sensitive information contained therein and the potential negative impact disclosure of such information may have on the Group, the CCAA proceedings, or any sales process undertaken therein.

#### **FURTHER GROUNDS**

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

#### **Affidavit or other evidence to be used in support of this application:**

47. Affidavit of Darrel Noel Monette, sworn April 17, 2026, to be filed;
48. Confidential Affidavit of Darrel Noel Monette, sworn April 17, 2026, to be filed;
49. Brief of Law of the Applicants and supporting Book of Authorities;
50. Pre-Filing Report of FTI as the proposed Monitor;
51. Consent to Act as Monitor, signed by FTI; and
52. such further and other materials and evidence as counsel may advise and this Honourable Court may permit.

**Applicable Acts and regulations:**

1. *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended;
2. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;
3. *Personal Property Security Act*, SS 1993, c P-6.2 (Saskatchewan);
4. *Personal Property Security Act*, RSA 2000, c P-7 (Alberta);
5. *Personal Property Security Act*, CCSM, c P35 (Manitoba);
6. *Personal Property Security Act*, RSO 1990, c P-10 (Ontario);
7. *Personal Property Security Act*, RSBC 1996, c 359 (British Columbia);
8. Bankruptcy and Insolvency General Rules, CRC, c 368;
9. *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
10. 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

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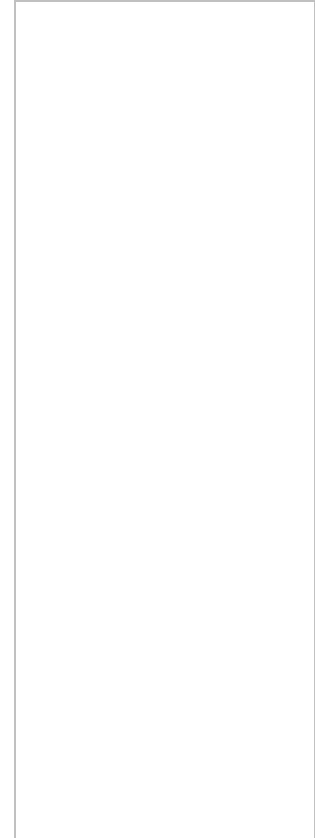
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DOCUMENT

**SERVICE LIST**  
**(Updated as of April 17, 2026)**



PARTY	METHOD OF DELIVERY	ROLE/INTEREST
<p><b>CASSELS BROCK &amp; BLACKWELL LLP</b> Suite 3700, Bankers Hall West 888 3<sup>rd</sup> Street SW Calgary, Alberta, T2P 5C5</p> <p><b>Jeff Oliver</b> <a href="mailto:joliver@cassels.com">joliver@cassels.com</a></p> <p><b>Danielle Marechal</b> <a href="mailto:dmarechal@cassels.com">dmarechal@cassels.com</a></p> <p><b>Matteo Clarkson-Maciel</b> <a href="mailto:mclarksonmaciel@cassels.com">mclarksonmaciel@cassels.com</a></p> <p><b>Kamryn Wiest</b> <a href="mailto:kwiest@cassels.com">kwiest@cassels.com</a></p> <p><b>Angeline Gagnon</b> <a href="mailto:agagnon@cassels.com">agagnon@cassels.com</a></p>	<p>Email</p>	<p><i>Counsel to the Applicants</i></p>
<p><b>KOBRE &amp; KIM</b> 800 Third Avenue New York, New York 10022</p> <p><b>Daniel J. Saval</b> <a href="mailto:Daniel.saval@kobrekim.com">Daniel.saval@kobrekim.com</a></p> <p><b>John Conte</b> <a href="mailto:John.conte@kobrekim.com">John.conte@kobrekim.com</a></p>	<p>Email</p>	<p><i>US Counsel to the proposed foreign representative</i></p>
<p><b>FTI CONSULTING CANADA INC.</b> 520 Fifth Avenue S.W. Suite 1610 Calgary, Alberta T2P 3R7</p> <p><b>Dustin Olver</b> <a href="mailto:Dustin.Olver@fticonsulting.com">Dustin.Olver@fticonsulting.com</a></p> <p><b>Brett Wilson</b> <a href="mailto:Brett.Wilson@fticonsulting.com">Brett.Wilson@fticonsulting.com</a></p> <p><b>Deryck Helkaa</b> <a href="mailto:Deryck.helkaa@fticonsulting.com">Deryck.helkaa@fticonsulting.com</a></p>	<p>Email</p>	<p><i>Proposed Monitor</i></p>
<p><b>OSLER, HOSKIN &amp; HARCOURT LLP</b> 225 6 Ave SW Suite 2700 Calgary, AB T2P 1N2</p> <p><b>Randal Van de Mosselaer</b> <a href="mailto:rvandemosselaer@osler.com">rvandemosselaer@osler.com</a></p>	<p>Email</p>	<p><i>Counsel to FTI Consulting Canada Inc.</i></p>

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
<p><b>THE BANK OF NOVA SCOTIA, AS AGENT</b>                      The Bank of Nova Scotia                      GWO Loan Operations                      150 King Street West, 6th Floor                      Toronto, Ontario M5H 1J9</p> <p>and</p> <p><b>Global Loan Syndications – Agency Services</b>                      40 Temperance Street, 6th Floor                      Toronto, Ontario M5H 0B4</p> <p>and</p> <p>6th Floor, 150 King Street West                      Toronto, Ontario M5H 1J9</p> <p><b>Manager</b>  <a href="mailto:corporatelending.agencyops@scotiabank.com">corporatelending.agencyops@scotiabank.com</a></p> <p><b>Head of Agency Services</b>  <a href="mailto:agency.services@scotiabank.com">agency.services@scotiabank.com</a></p>	<p>Email</p>	<p><i>Agent for the Syndicate under the Senior Facilities Agreement</i></p>
<p><b>MCMILLAN LLP</b>                      421 7 Ave SW                      Suite 1700                      Calgary, AB T2P 4K9</p> <p><b>Wael Rostom</b>  <a href="mailto:Wael.rostom@mcmillan.ca">Wael.rostom@mcmillan.ca</a></p> <p><b>Adam Maerov</b>  <a href="mailto:Adam.maerov@mcmillan.ca">Adam.maerov@mcmillan.ca</a></p> <p><b>Christopher Keliher</b>  <a href="mailto:Christopher.keliher@mcmillan.ca">Christopher.keliher@mcmillan.ca</a></p> <p><b>Andrew McFarlane</b>  <a href="mailto:Andrew.mcfarlane@mcmillan.ca">Andrew.mcfarlane@mcmillan.ca</a></p>	<p>Email</p>	<p><i>Counsel to the SFA Agent and the Syndicate</i></p>
<p><b>PRICEWATERHOUSECOOPERS INC.</b>                      111 5 Ave SW                      Suite 2900                      Calgary, AB T2P 5L3</p> <p><b>Clinton Roberts</b>  <a href="mailto:Clinton.l.roberts@pwc.com">Clinton.l.roberts@pwc.com</a></p> <p><b>Paul Darby</b>  <a href="mailto:Paul.j.darby@pwc.com">Paul.j.darby@pwc.com</a></p>	<p>Email</p>	<p><i>Financial Advisor to the Syndicate</i></p>

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
<p><b>DUNCAN CRAIG LLP</b> 2800, 10060 Jasper Avenue Edmonton, AB T5J 3V9</p> <p><b>Darren R. Bieganeck, KC</b> <a href="mailto:dbieganeck@dcllp.com">dbieganeck@dcllp.com</a></p>	Email	<i>Counsel to Scotia Wealth</i>
<p><b>THE BANK OF NOVA SCOTIA</b> 4715 Tahoe Blvd Mississauga, Ontario L4W 0B4</p> <p><a href="mailto:slsalessupport@scotiabank.com">slsalessupport@scotiabank.com</a></p>	Email	<i>Secured Creditor</i>
<p><b>JOHN DEERE FINANCIAL INC.</b> 295 Hunter Road, P.O. Box 1000 Grimsby, Ontario L3M 4H5</p> <p><a href="mailto:absecparties@eservicecorp.ca">absecparties@eservicecorp.ca</a></p>	Email	<i>Lessor and creditor of Applicants</i>
<p><b>STOCKMEN'S FINANCIAL LTD.</b> P.O. Box 5723 STN Main Lacombe, Alberta T4L 1X3</p> <p><a href="mailto:gjenna@stockmens.ca">gjenna@stockmens.ca</a></p>	Email	<i>Secured Creditor</i>
<p><b>FARM CREDIT CANADA</b> 1800 Hamilton Street, P.O. Box 4320 Regina, Saskatchewan S4P 4L3</p> <p>and</p> <p>12040 149 Street NW, 2nd Floor Edmonton, Alberta T5V 1P2</p> <p><a href="mailto:lac@fcc.ca">lac@fcc.ca</a></p>	Courier	<i>Secured Creditor</i>
<p><b>GOWLING WLG LLP</b> 421 7<sup>th</sup> Avenue SW Calgary, AB T2P 4K9</p> <p><b>Sam Gabor</b> <a href="mailto:Sam.gabor@gowlingwlg.com">Sam.gabor@gowlingwlg.com</a></p>	Email	<i>Counsel to Farm Credit Canada</i>
<p><b>THE BANK OF NOVA SCOTIA</b> 111 2nd Avenue South Saskatoon, Saskatchewan S7K 3R1</p> <p>and</p> <p>4715 Tahoe Boulevard Mississauga, Ontario L4W 0B4</p>	Courier	<i>Secured Creditor</i>

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
<b>AGRITEAM SERVICES INC.</b> Box 164 Hafford, Saskatchewan S0J 1A0  <a href="mailto:harlene@agriteamservices.ca">harlene@agriteamservices.ca</a>	Email	<i>Secured Creditor</i>
<b>RABOBANK CANADA</b> 22 Adelaide Street West, Suite 3720 Toronto, Ontario M5H 4E3  <a href="mailto:alan.widish@raboag.com">alan.widish@raboag.com</a>	Email	<i>Secured Creditor</i>
<b>CNH INDUSTRIAL CAPITAL CANADA LTD.</b> 4475 North Service Road Burlington, Ontario L7L 4X7  <a href="mailto:nacustomerservicecanada@cnhind.com">nacustomerservicecanada@cnhind.com</a>	Courier	<i>Secured Creditor</i>
<b>SIMPLOT AB RETAIL CANADA LIMITED</b> 908 Main Street Kindersley, Saskatchewan S0L 1S0  <b>Greg Frey</b> <a href="mailto:credit@simplot.com">credit@simplot.com</a>	Email	<i>Secured Creditor</i>
<b>PNC VENDOR FINANCE CORPORATION CANADA</b> 2140-130 King Street West Toronto, Ontario M5X 1E4  <a href="mailto:canadacs@leaserv.com">canadacs@leaserv.com</a>  <a href="mailto:customerservice@leaserv.com">customerservice@leaserv.com</a>	Email	<i>Secured Creditor</i>
<b>BRANDT FINANCE LTD.</b> P.O. Box 3856, Hwy #1 East Regina, Saskatchewan S4P 3R8	Registered Mail	<i>Secured Creditor</i>
<b>BRANDT TRACTOR LTD.</b> P.O. Box 3856, Hwy #1 East Regina, Saskatchewan S4P 3R8	Registered Mail	<i>Secured Creditor</i>
<b>MERIDIAN ONECAP CREDIT CORP</b> 204 - 3185 Willingdon Green Burnaby, British Columbia V5G 4P3  <a href="mailto:Client.Service@meridianonecap.ca">Client.Service@meridianonecap.ca</a>	Email	<i>Secured Creditor</i>
<b>DE LAGE LADEN FINANCIAL SERVICES CANADA INC.</b> 5046 Mainway, Unit 1 Burlington, Ontario L7L 5Z1  <a href="mailto:corporateca@dllgroup.com">corporateca@dllgroup.com</a>	Email	<i>Secured Creditor</i>

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
<p><b>SWAN VALLEY CONSUMERS COOPERATIVE LIMITED.</b>  P.O. Box 1420, 811 Main Street E  Swan River, Manitoba R0L 1Z0</p> <p><a href="mailto:credit@swanvalleycoop.ca">credit@swanvalleycoop.ca</a></p>	<p>Email</p>	<p><i>Secured Creditor</i></p>
<p><b>CANGAS PROPANE INC</b>  70 24 Street E  Saskatoon, Saskatchewan S7K 4B8</p> <p><a href="mailto:customerexperience@cangaspropane.ca">customerexperience@cangaspropane.ca</a></p>	<p>Email</p>	<p><i>Secured Creditor</i></p>
<p><b>KAL TIRE</b>  1540 Kalamalka Lake Road  Vernon, British Columbia V1T 6N6</p> <p><a href="mailto:absecparties@eservicecorp.ca">absecparties@eservicecorp.ca</a></p>	<p>Email</p>	<p><i>Secured Creditor</i></p>
<p><b>SODERGLÉN RANCHES LTD.</b>  280023 Range Road 14  Rocky View County, Alberta T4B4L9</p> <p><a href="mailto:heather@soderglen.com">heather@soderglen.com</a></p>	<p>Email</p>	<p><i>Secured Creditor</i></p>
<p><b>JANE E GRAD</b>  280023 Range Road 14  Rocky View County, Alberta T4b 4I9</p> <p>and</p> <p><b>C/O Beaumont Church LLP</b>  300 2912 Memorial Dr SE  Calgary, Alberta T2A 6R1</p> <p><a href="mailto:mail@beaumontchurch.com">mail@beaumontchurch.com</a></p>	<p>Registered Mail/Email</p>	<p><i>Secured Creditor</i></p>
<p><b>101076904 SASK. LTD.</b>  HWY 10 E, BOX 1059  Yorkton, Saskatchewan S3N 2X3</p> <p>and</p> <p>36-4<sup>th</sup> Avenue North,  Yorkton, Saskatchewan S3N 2V7</p>	<p>Registered Mail</p>	<p><i>Secured Creditor</i></p>
<p><b>RDO EQUIPMENT</b>  700 7<sup>th</sup> Street South  Fargo, ND 58103 USA</p>	<p>Courier</p>	<p><i>Secured Creditor</i></p>

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> Street Johnston, IA 50131 USA	Courier	<i>Secured Creditor</i>
<b>CHS CAPITAL, LLC DBA CHSC MN AMINNESOTA LLC</b> 5500 Cenex Drive Inver Heights, MN 5507 USA	Courier	<i>Secured Creditor</i>
<b>ADVANTAGE ENERGY LTD.</b> Suite 2200, 440-2 Avenue SW Calgary, Alberta T2P 5E9	Courier	<i>Lessee</i>
<b>CARIBOO RESORTS LTD.</b> 2500-595 Burrard Street, Vancouver, British Columbia, V7X 1L1	Courier	<i>Lessee</i>
<b>BERKLEY PETROLEUM CORP.</b> 1252, 202-6 <sup>th</sup> Avenue SW Calgary, Alberta T2P 2R9	Courier	<i>Lessee</i>
<b>CALIDON FINANCIAL SERVICES INC.</b> 10 - 3903 Millar Avenue Saskatoon, SK, Canada S7P 0C1	Courier	<i>Lessee</i>
<b>CENOVUS ENERGY INC.</b> PO Box 766 225 – 6 Avenue SW Saskatoon, SK T2P 0M5	Courier	<i>Lessee</i>
<b>SASKATCHEWAN PULSE GROWERS</b> 207-116 Research Drive Saskatoon, SK S7N 3R3  Shelly Weber <a href="mailto:sweber@saskpulse.com">sweber@saskpulse.com</a>	Email	<i>Interested Party</i>
<b>CANARY SEED DEVELOPMENT COMMISSION OF SASKATCHEWAN</b> PO Box 22125 RPO Wildwood Saskatoon, SK S7H 5P1  <a href="mailto:office@canaryseed.ca">office@canaryseed.ca</a>	Email	<i>Interested Party</i>
<b>LIVESTOCK SERVICES OF SASKATCHEWAN (Saskatchewan)</b> 2365 13th Avenue Regina Sask, S4P 0V8  <a href="mailto:brands@lssc.ca">brands@lssc.ca</a>	Email	<i>Interested party</i>

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
<b>LIVESTOCK IDENTIFICATION SERVICES LTD. (Alberta)</b> 103-264 Midpark Way SE Calgary AB T2X 1J6	Courier	<i>Interested Party</i>
<b>OWNERSHIP IDENTIFICATION INC. (British Columbia)</b> D2 1764 Kelly Douglas Road Kamloops, BC V2C 5S4  <a href="mailto:info@ownershipid.ca">info@ownershipid.ca</a>	Email	<i>Interested Party</i>

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

GOVERNMENT AGENCIES	METHOD OF DELIVERY	ROLE/INTEREST
<p>10423 – 101 Street NW Edmonton, Alberta T5H 0E7</p> <p>and</p> <p><b>Licensing and Security</b> 100-303 Main Street Winnipeg, Manitoba R3C 3G8</p> <p><a href="mailto:licence@grainscanada.gc.ca">licence@grainscanada.gc.ca</a></p>		
<p><b>BRITISH COLUMBIA MINISTRY OF ATTORNEY GENERAL</b> Legal Services Branch PO Box 9290 STN PROV GOVT Victoria, BC V8W 9J7 Attention: Duty Counsel</p>	Courier	<i>Interested Party</i>
<p><b>BRITISH COLUMBIA MINERAL TITLES BRANCH</b> 203 - 865 Hornby Street Vancouver, BC V6Z 2G3</p> <p><a href="mailto:Mineral.Titles@gov.bc.ca">Mineral.Titles@gov.bc.ca</a></p>	Email	<i>Interested Party</i>
<p><b>BRITISH COLUMBIA SURFACE RIGHTS BOARD</b> 1270 - 605 Robson Street Vancouver, BC V6B 5J3</p> <p><a href="mailto:office@surfacerightsboard.bc.ca">office@surfacerightsboard.bc.ca</a></p>	Email	<i>Interested Party</i>
<p><b>BRITISH COLUMBIA MINISTRY OF AGRICULTURE AND FOOD</b> Honourable Lana Popham Minister of Agriculture and Food PO Box 9043 Stn Prov Govt Victoria, BC V8W 9E2</p> <p><a href="mailto:AF.Minister@gov.bc.ca">AF.Minister@gov.bc.ca</a></p>	Email	<i>Interested Party</i>
<p><b>ALBERTA MINISTRY OF AGRICULTURE AND IRRIGATION</b> Honourable RJ Sigurdson Minister of Agriculture and Irrigation</p> <p>Minister of Agriculture Minister of Agriculture Executive Branch 131 Legislature Building 10800 - 97 Avenue Edmonton, AB T5K 2B6</p>	Email	<i>Interested Party</i>

GOVERNMENT AGENCIES	METHOD OF DELIVERY	ROLE/INTEREST
<a href="mailto:AGRIC.Minister@gov.ab.ca">AGRIC.Minister@gov.ab.ca</a>		
<p><b>SASKACHEWAN MINISTRY OF AGRICULTURE</b></p> <p><b>Honourable David Marit</b> Minister of Agriculture</p> <p>Room 334, 2405 Legislative Drive, Regina, SK, S4S 0B3</p> <p><a href="mailto:ag.minister@gov.sk.ca">ag.minister@gov.sk.ca</a></p>	Email	<i>Interested Party</i>
<p><b>MANITOBA MINISTRY OF AGRICULTURE</b></p> <p>Main Head Office 545 University Crescent Winnipeg, MB R3T 5S6</p> <p><a href="mailto:agriculture@gov.mb.ca">agriculture@gov.mb.ca</a></p>	Email	<i>Interested Party</i>
<p><b>CANADIAN FOOD INSPECTION AGENCY</b></p> <p>Honourable Marjorie Michel Minster of Health</p> <p>1400 Merivale Rd Ottawa, ON, K1A 0Y9</p> <p><a href="mailto:information@inspection.gc.ca">information@inspection.gc.ca</a></p>	Email	<i>Interested Party</i>
<p><b>MANITOBA AGRICULTURAL SERVICES CORPORATION</b></p> <p>Honourable Ron Kostyshyn Minister of Agriculture</p> <p>165 Legislative Building 450 Broadway Winnipeg, MB R3C 0V8</p> <p><a href="mailto:info@masc.mb.ca">info@masc.mb.ca</a></p>	Email	<i>Interested Party</i>

Schedule B

COURT FILE NUMBER

COURT

JUDICIAL CENTRE

COURT OF KING'S BENCH OF ALBERTA

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

**CCAA INITIAL ORDER**

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

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

File No.: 063030-01

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

**DATE ON WHICH ORDER WAS PRONOUNCED:** April 21, 2026

**NAME OF JUDGE WHO MADE THIS ORDER:** The Honourable Justice C.M. Jones

**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. (the "**Applicants**"); **AND UPON** having read the Originating Application, the Affidavit of Darrel Noel Monette sworn April 17, 2026 (the "**Monette Affidavit**"); the Confidential Affidavit of Darrel Noel Monette sworn April 17, 2026 (the "**Confidential Affidavit**"); and the Affidavit of Service of [·], filed [·]; **AND UPON** reading the consent of FTI Consulting Canada Inc. ("**FTI**") to act as court-appointed monitor (the "**Monitor**"); **AND UPON** being advised that the secured creditors who are likely to be affected by the Charges created herein have been provided notice of this application; **AND UPON** reading the Pre-Filing Report of FTI;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

**APPLICATION**

2. The Applicants are companies to which the *Companies' Creditors Arrangement Act* (the "**CCAA**") applies.

**NON-APPLICANT STAY PARTIES**

3. Monette Farms Land I LP, Monette Farms Land II LP, and Monette Farms BC LP (together, the "**Non-Applicant Stay Parties**", and together with the Applicants, the "**Group**") are integrally related to the Applicants' business and are hereby granted and shall have the same benefits, protections, duties, obligations, and authorizations provided to the Applicants in this Order, and all the property and business of the Non-Applicant Stay Parties shall henceforth be deemed to be included within the Property and Business (each as defined below) of the Applicants, notwithstanding that none of these entities are a "company" pursuant to the CCAA.

**PLAN OF ARRANGEMENT**

4. The Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (the "**Plan**").

**POSSESSION OF PROPERTY AND OPERATIONS**

5. The Group shall:
  - (a) remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**");

- (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property;
  - (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively, “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order; and
  - (d) be entitled to continue to utilize the central cash management system and, subject to the terms of the Term Sheet (as defined below), continue to use all credit cards currently in place, as described in the Monette Affidavit or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Group of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Group, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.
6. Neither the Group, nor any member thereof, will accept delivery of any crop from a producer (being any eligible holder of cash purchase tickets, elevator receipts or grain receipts issued pursuant to the *Canada Grain Act*, RSC 1985, c G-10) unless payment in full has been made in advance and in accordance with the Term Sheet.
7. The Group is authorized to complete outstanding transactions and engage in new transactions and to continue, on or after the date hereof, to buy and sell goods and services including without limitation head office and shared services, and allocate, collect and pay costs, expenses and other amounts from and to the other members of the Group (collectively, together with the Cash Management System and all transactions, intercompany funding and other processes and services among the Group, the “**Intercompany Transactions**”) in the ordinary course of business. All ordinary course Intercompany Transactions among the Group, including the provision of goods and services amongst the Group, shall continue on terms consistent with existing arrangements or past practice, subject to such changes thereto, or to such governing principles, policies or procedures as the Monitor may require, or subject to further Order of this Court. Other than as permitted elsewhere by this Order, the Group shall not enter into any Intercompany Transactions outside the ordinary course of business with any other member of the Group.

8. To the extent permitted by law, the Group shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:
  - (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
  - (b) obligations and expenses owing for goods and services supplied to the Group prior to the date of this Order by vendors and suppliers, deemed by the Group to be critical to the extent required to ensure ongoing supply of critical goods and services necessary for the continued operation or preservation of the Business or Property, subject to: (i) the Term Sheet, or (ii) the prior approval by the Monitor, the Syndicate's Financial Advisor, and the DIP Agent (as defined below), up to a maximum amount of \$100,000 in any one transaction and \$3,000,000 in the aggregate;
  - (c) all outstanding and future amounts owing to or in respect of individuals working as independent contractors solely with the Business, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
  - (d) the reasonable fees and disbursements of any Assistants retained or employed by the Group in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order.
9. Except as otherwise provided to the contrary herein, the Group shall be entitled but not required to pay all reasonable expenses incurred by the Group in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
  - (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
  - (b) payment for goods or services actually supplied to the Group following the date of this Order.
10. The Group shall remit, in accordance with legal requirements, or pay:
  - (a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
    - (i) employment insurance;
    - (ii) Canada Pension Plan; and

- (iii) income taxes,  
but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;
  - (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Group in connection with the sale of goods and services by the Group, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
  - (c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Group.
- 11. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Group may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Group from time to time for the period commencing from and including the date of this Order (“**Rent**”), but shall not pay any rent in arrears.
- 12. Except as specifically permitted in this Order or the Term Sheet, the Group is hereby directed, until further order of this Court:
  - (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Group to any of their creditors as of the date of this Order;
  - (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and
  - (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

## **RESTRUCTURING**

- 13. The Group shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Term Sheet and the Definitive Documents (as hereinafter defined at paragraphs 35 and 36 respectively), have the right to:
  - (a) other than in respect of all breeding and feeder cattle owned or controlled by the Group (the “**Cattle**”), permanently or temporarily cease, downsize or shut down any portion of their business or operations and to dispose of redundant or non-material assets not

exceeding \$1,000,000 in any one transaction or \$10,000,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Applicants (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;

- (b) in accordance with the Term Sheet, dispose of the Cattle without further order of this Court;
- (c) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Group and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;
- (d) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor (as defined below) or further Order of the Court, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Group deems appropriate, in accordance with section 32 of the CCAA; and
- (e) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Group to proceed with an orderly restructuring of the Business (the **"Restructuring"**).

14. The Group shall provide each of the relevant landlords with notice of the Group's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes any of the Group's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Group, or by further order of this Court upon application by the Group on at least two (2) days' notice to such landlord and any such secured creditors. If any Applicant disclaims or resiliates the lease governing such leased premises in accordance with section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Group's claim to the fixtures in dispute.
15. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:
  - (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Group and the Monitor twenty-four (24) hours' prior written notice; and
  - (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any

claims or rights such landlord may have against the Group in respect of such lease or leased premises and such landlord shall be entitled to notify the Group of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDINGS AGAINST THE GROUP OR THE PROPERTY**

16. Until and including May 1, 2026, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Group or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Group or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

17. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Group or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:
- (a) empower the Group to carry on any business that the Group is not lawfully entitled to carry on;
  - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
  - (c) prevent the filing of any registration to preserve or perfect a security interest;
  - (d) prevent the registration of a claim for lien; or
  - (e) exempt the Group from compliance with statutory or regulatory provisions relating to health, safety or the environment.
18. Nothing in this Order shall prevent any party from taking an action against the Group where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

### **NO INTERFERENCE WITH RIGHTS**

19. During the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Group, except with the written consent of the Group and the Monitor, or leave of this Court.

### **CONTINUATION OF SERVICES**

20. During the Stay Period, all Persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Group, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance (including crop insurance), transportation, services, utilities, raw materials, fertilizer, chemicals, equipment, customs clearing, warehouse services, outside processors or other services to the Business or the Group,

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Group exercising any other remedy provided under such agreements or arrangements. The Group shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Group in accordance with the payment practices of the Group, or such other practices as may be agreed upon by the supplier or service provider and each of the Group and the Monitor, or as may be ordered by this Court.

### **NON-DEROGATION OF RIGHTS**

21. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any person, be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Group.

### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

22. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 18 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date of this Order and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

## **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

23. The Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors and or officers of the Applicants after the commencement of the within proceedings except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.
24. The directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1,500,000, as security for the indemnity provided in paragraph 23 of this Order. The Directors' Charge shall have the priority set out in paragraphs 40 and 42 herein.
25. Notwithstanding any language in any applicable insurance policy to the contrary:
  - (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and
  - (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 23 of this Order.

## **APPOINTMENT OF MONITOR**

26. FTI is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs of the Group with the powers and obligations set out in the CCAA or set forth herein and that the Group and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Group pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
27. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
  - (a) monitor the Group's receipts and disbursements, Business and dealings with the Property;
  - (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Group;
  - (c) assist the Group, to the extent required by the Group, in its dissemination to the DIP Lenders and their counsel periodically of financial and other information as agreed to

between the Group and the DIP Lenders which may be used in these proceedings, including reporting on a basis as reasonably required by the DIP Lenders;

- (d) advise the Group in the preparation of the Group's cash flow statements and reporting required by the DIP Lenders, which information shall be reviewed by the Monitor and delivered to the DIP Lenders and its counsel in accordance with the Term Sheet, or as otherwise agreed to by the DIP Lenders;
  - (e) advise the Group in its development of the Plan and any amendments to the Plan;
  - (f) assist the Group, to the extent required by the Group, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
  - (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Group to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Group or to perform its duties arising under this Order;
  - (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
  - (i) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Group and any other Person; and
  - (j) perform such other duties as are required by this Order or by this Court from time to time.
28. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order be deemed to be in possession of any of the Property within the meaning of any federal or provincial environmental legislation.
29. The Monitor shall provide any creditor of the Group with information provided by the Group in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information

disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Group is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Group may agree.

30. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Monitor by the CCAA or any applicable legislation.
31. The Monitor, counsel to the Monitor, counsel to the Group, and the financial advisor to the Syndicate (as defined in the Monette Affidavit), PricewaterhouseCoopers Inc. (the "**Syndicate's Financial Advisor**"), shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the Group as part of the costs of these proceedings. The Group is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, counsel for the Group, and the Syndicate's Financial Advisor in accordance with the Term Sheet.
32. The Monitor and its legal counsel shall pass their accounts from time to time.
33. The Monitor, counsel to the Monitor, the Group's counsel, and the Syndicate's Financial Advisor shall, as security for the professional fees and disbursements incurred both before and after the granting of this Order, be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1,500,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor, counsel to the Monitor, the Group's counsel, and the Syndicate's Financial Advisor, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 40 and 42 herein.

#### **INTERIM FINANCING**

34. The Group is hereby authorized and empowered to obtain and borrow under a credit facility from the DIP Lenders (as defined in the Term Sheet (the "**DIP Lenders**")) in order to finance the Group's working capital requirements and other general corporate purposes and capital expenditures, provided that the initial advance under such facility shall not exceed \$40,000,000 unless permitted by further order of this Court.
35. Such credit facility shall be on the terms and subject to the conditions set forth in the Senior Secured Debtor-In-Possession Interim Financing Term Sheet Agreement, between Monette Farms Ltd., and Monette Farms USA, Inc., as Borrowers, the Group, as Guarantors, The Bank of Nova Scotia, as DIP Agent (the "**DIP Agent**"), and the DIP Lenders, as lenders, each as defined therein, dated as of April 17, 2026 (the "**Term Sheet**").

36. The Group is hereby authorized and empowered to execute and deliver such credit agreements, commitment letters, mortgages, charges, hypothecs, account control agreements and security documents, guarantees, and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the Term Sheet or as may be reasonably required by the DIP Lenders pursuant to the terms thereof, and the Group is hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities, and obligations to the DIP Lenders under and pursuant to the Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.
37. The DIP Lenders shall be entitled to the benefits of and are hereby granted a charge (the “**DIP Lenders’ Charge**”) on the Property to secure all obligations under the Term Sheet and the Definitive Documents. The DIP Lenders’ Charge shall not secure any obligation existing before the date this Order is made, except as provided for in the Term Sheet or the Definitive Documents, as applicable. The DIP Lenders’ Charge shall have the priority set out in paragraphs 40 and 42 hereof.
38. Notwithstanding any other provision of this Order:
- (a) the DIP Lenders may take such steps from time to time as they may deem necessary or appropriate to file, register, record or perfect the DIP Lenders’ Charge, the Term Sheet, or any of the Definitive Documents;
  - (b) upon the occurrence of an event of default under the Term Sheet, the Definitive Documents or the DIP Lenders’ Charge, the DIP Lenders shall be entitled to immediately cease making advances to the Group and, upon 2 days’ prior notice to the Group and the Monitor, may exercise any and all of its rights and remedies against the Group or the Property under or pursuant to the Term Sheet, the Definitive Documents, and the DIP Lenders’ Charge, including without limitation, to set off and/or consolidate any amounts owing by the DIP Lenders to the Group against the obligations of the Group to the DIP Lenders under the Term Sheet, the Definitive Documents or the DIP Lenders’ Charge, to make demand, accelerate payment, and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Group and for the appointment of a trustee in bankruptcy of the Group; and
  - (c) the foregoing rights and remedies of the DIP Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Group or the Property.
39. The DIP Lenders shall be treated as unaffected in any plan of arrangement or compromise filed by the Group under the CCAA, or any proposal filed by the Group under the *Bankruptcy and Insolvency Act* of Canada (the “**BIA**”), with respect to any advances made under the Definitive Documents.

## VALIDITY AND PRIORITY OF CHARGES

40. The priorities of the Directors' Charge, the Administration Charge, and the DIP Lenders' Charge, as among them, shall be as follows:
- First – Administration Charge (to the maximum amount of \$1,500,000);
  - Second – DIP Lenders' Charge (to the maximum of \$95,000,000); and
  - Third - Directors' Charge (to the maximum amount of \$1,500,000).
41. The filing, registration or perfection of the Directors' Charge, the Administration Charge, and the DIP Lenders' Charge (collectively, the "**Charges**") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
42. Each of the Directors' Charge, the Administration Charge, and the DIP Lenders' Charge (all as constituted and defined herein) shall constitute a charge on the Property and, subject always to section 34(11) of the CCAA, such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, provided that:
- (a) the DIP Lenders' Charge and the Directors' Charge shall rank junior in priority to any valid, enforceable, perfected, first ranking security interests (the "**FCC Security**") granted by the Group in favour of Farm Credit Canada ("**FCC**") pursuant to a Loan and Security Agreement (Livestock) dated December 4, 2024 (as amended, the "**FCC Loan Agreement**"), in respect of certain personal Property (as defined therein) (the "**FCC Priority Collateral**"). For greater certainty, nothing in this Order recognizes or grants to FCC a priority in the FCC Priority Collateral, other than in respect of the Charges, that the FCC Security does not otherwise have under applicable law or contract; and
  - (b) amounts held as cash collateral in accordance with the Term Sheet to secure the continued use of credit cards by the Group shall not be subject to the Charges or any other Encumbrances.
43. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Group shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge, the Administration Charge, or the DIP Lenders' Charge unless the Group also obtain the prior written consent of the Monitor and the beneficiaries of the Directors' Charge, the Administration Charge, the DIP Lenders' Charge, or further order of this Court.
44. The Directors' Charge, the Administration Charge, the Term Sheet, the Definitive Documents, and the DIP Lenders' Charge shall not be rendered invalid or unenforceable and the rights and

remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) thereunder shall not otherwise be limited or impaired in any way by:

- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
- (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that binds the Group and, notwithstanding any provision to the contrary in any Agreement:
  - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof shall create or be deemed to constitute a new breach by the Group of any Agreement to which it is a party;
  - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
  - (iii) the payments made by the Group pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

#### **ALLOCATION**

45. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Directors’ Charge, the Administration Charge, or the DIP Lenders’ Charge amongst the various assets comprising the Property.

#### **FOREIGN REPRESENTATIVE**

46. The Monitor is hereby authorized and empowered to act as the foreign representative (in such capacity the “**Foreign Representative**”) in respect of these proceedings for the purpose of having these proceedings recognized under chapter 15 of Title 11 of the United States Bankruptcy Code. The Foreign Representative is hereby authorized to apply for foreign recognition and approval of these proceedings, as necessary, in the United States of America.

#### **“STATUS QUO” OF GROUP’S LICENCES**

47. The *status quo* in respect of the Group’s licences, (excluding the Group’s Canadian Grain Commission licences) but including the British Columbia Ministry of Forests, Lands, Natural Resource Operations and Rural Development grazing licences (collectively, the “**Licences**”) shall be preserved and maintained during the pendency of the Stay Period any such Licences expiring during the Stay Period are deemed extended by a period equal to the Stay Period.

#### **INTERIM DISTRIBUTIONS**

48. Subject to the Monitor being satisfied (following a review of the security and proprietary rights of stakeholders) that the Syndicate has valid and senior ranking security in respect of any of the Property of the Group, the Group is hereby authorized, without further order of this Court and in accordance with the Term Sheet, to make distributions from time to time first to any parties holding claims senior to the Syndicate in respect of such property, then in accordance with the distribution waterfall specified in the Term Sheet (the “**Distributions**”).
49. Should the Group sell any FCC Priority Collateral, the Group is authorized and directed, subject to the Monitor being satisfied (following a review of the security and proprietary rights of stakeholders) that FCC has valid and senior ranking security in respect of the FCC Priority Collateral, to distribute such proceeds of sale to FCC through such payment arrangements as otherwise directed by FCC (the “**FCC Distributions**”). The Group is hereby authorized and directed, without further order of this Court, to make the FCC Distributions from time to time through such payment arrangements as otherwise directed by FCC. Any proceeds realized from the sale of the FCC Priority Collateral which remain after the payment in full of amounts owing to FCC in respect of or relating to the FCC Loan Agreement, FCC Security, and/or FCC Priority Collateral, may be distributed in accordance with the Term Sheet and paragraph 48 above.
50. The Group is hereby authorized to take all necessary steps and actions to effect the Distributions in accordance with the terms of this Order and the Term Sheet, and shall not incur any liability as a result of making the Distributions.
51. Notwithstanding:
- (a) the pendency of these proceedings;
  - (b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the BIA or other applicable legislation in respect of the Group or any of them, and any bankruptcy or receivership order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of the Group or any of them;
  - (d) any provision of any federal or provincial legislation,

the Distributions shall be made free and clear of all Encumbrances (including the Charges) and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Group and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## **SERVICE AND NOTICE**

52. The Monitor shall (i) without delay, publish in the Globe and Mail, Calgary Herald, and Regina Leader Post a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order: (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Group of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.
53. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL '<http://cfcanada.fticonsulting.com/MonetteFarms>'.
54. The Group or the Monitor, as applicable, are at liberty to serve this Order, any other materials and orders in these proceedings, or any notice or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, recorded mail, courier, personal delivery or electronic transmission to the Group's creditors or other interested parties at their respective addresses as last shown on the records of the Group, or as otherwise updated on the Service List (as defined below), and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on that business day, or if sent by ordinary mail or recorded mail, on the third business day after mailing.
55. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, or electronic transmission, a request to be added to the service list (the "**Service List**") to be maintained by the Monitor. Subject to Rules 11.25 and 11.26 of the Alberta Rules of Court (the "**Rules**"), this Order shall constitute an order for substituted service pursuant to Rule 11.28 of the Rules.
56. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to the email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor's website.

**GENERAL**

57. The Group or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
58. Notwithstanding Rule 6.11 of the Rules, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
59. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager or a trustee in bankruptcy of the Group, the Business or the Property.
60. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction, to give effect to this Order and to assist the Group, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Group and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Group and the Monitor and their respective agents in carrying out the terms of this Order.
61. Any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
62. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Time on the date of this Order.

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Justice of the Court of King's Bench of Alberta

COURT FILE  
NUMBER  
COURT  
JUDICIAL CENTRE

COURT OF KING'S BENCH OF ALBERTA  
CALGARY

Clerk's Stamp

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

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

APPLICANTS

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

**DOCUMENT**

**SEALING ORDER**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION  
OF PARTY  
FILING THIS  
DOCUMENT

Cassels Brock & Blackwell LLP  
Suite 3810, Bankers Hall West  
888 3<sup>rd</sup> Street SW  
Calgary, Alberta, T2P 5C5

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

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

**DATE ON WHICH ORDER WAS PRONOUNCED:**

April 21, 2026

**NAME OF JUDGE WHO MADE THIS ORDER:**

The Honourable Justice Jones

**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 Affidavit of Darrel Noel Monette sworn [●] (the "**Monette Affidavit**"), the Confidential Affidavit of Darrel Noel Monette sworn [●] (the "**Confidential Affidavit**"), and the Affidavit of Service of Angeline Gagon sworn [●]; **AND UPON** reading the consent of FTI Consulting Canada Inc. ("**FTI**") to act as court-appointed monitor (the "**Monitor**"); **AND UPON** reading the Pre-Filing Report of FTI dated [●]; **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) one year from 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. [●]. THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE JUSTICE JONES ON APRIL 21, 2026 UNTIL THE EARLIER OF ONE YEAR FROM 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.

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Justice of the Court of King's Bench of Alberta