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No.
Vancouver Registry



In the Supreme Court of British Columbia

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C.
C-36**

AND

**IN THE MATTER OF WESTERN POTASH CORP., WESTERN POTASH HOLDINGS CORP.,
0907414 B.C. LTD.**

AND

WPC (JERSEY) LIMITED

. Petitioner

PETITION TO THE COURT

The address of the Registry is 800 Smithe Street, Vancouver, British Columbia.

The Petitioner estimates that the hearing of the petition will take 1 hour.

- ☐ This matter is an application for judicial review.
- ☒ This matter is not an application for judicial review.

This proceeding is brought for the relief set out in Part 1 below, by

- ☒ The person named as petitioner in the style of proceedings above

If you intend to respond to this petition, you or your lawyer must

- (a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- (b) serve on the petitioner
 - (i) 2 copies of the filed response to petition, and
 - (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.

Time for response to petition

A response to petition must be filed and served on the petitioner,

- (a) if you were served with the petition anywhere in Canada, within 21 days after that service,
- (b) if you were served with the petition anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the petition anywhere else, within 49 days after that service, or, and
- (d) if the time for response has been set by order of the court, within that time.

(1)	The address of the registry is: The Law Courts 800 Smithe Street Vancouver, British Columbia V6Z 2E1
(2)	The ADDRESS FOR SERVICE of the petitioner is: Norton Rose Fulbright Canada LLP 1800 – 510 West Georgia Street Vancouver, British Columbia V6B 0M3 Attention: Katie Mak and Evan Cobb E-mail address for service (if any) of the petitioner: katie.mak@nortonrosefulbright.com evan.cobb@nortonrosefulbright.com
(3)	The name and office address of the petitioner's lawyer is: Norton Rose Fulbright Canada LLP 1800 – 510 West Georgia Street Vancouver, British Columbia V6B 0M3 Attention: Katie Mak and Evan Cobb

Claim of the Petitioner

Part 1: ORDERS SOUGHT

1. The Petitioner, WPC (Jersey) Limited ("**Appian**") seeks an initial order under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") in respect of Western Potash Corp., Western Potash Holdings Corp. and 0907414 B.C. Ltd. (collectively, the "**Western Potash Group**") substantially in the form attached as **Schedule "A"** hereto (the "**Initial Order**"):
 - (a) abridging the time for service and filing of this Petition;
 - (b) declaring that the Western Potash Group are companies to which the CCAA applies;
 - (c) appointing FTI Consulting Canada Inc. as Monitor (in such capacity, the "**Monitor**") of the Western Potash Group;
 - (d) granting the Monitor enhanced powers to exercise oversight of the business and property of Western Potash Group;
 - (e) approving the Western Potash Group borrowing up to a principal amount of USD\$6,000,000 pursuant to a debtor-in-possession interim financing facility (the "**Interim Financing Facility**") from Appian (in such capacity, the "**Interim Lender**") pursuant to a term sheet (the "**DIP Term Sheet**") to finance the Western Potash Group's required operating expenses and the costs of these proceedings, subject to the terms and conditions of the DIP Term Sheet, limited to USD\$3,000,000 for the first ten days of these proceedings;
 - (f) staying, for an initial period of ten days (the "**Stay Period**"), all proceedings and remedies taken or that might be taken in respect of the Western Potash Group or the Monitor, or affecting the Western Potash Group's business or property;
 - (g) granting the following charges (the "**Charges**") with the priority set out below over the Western Potash Group's assets:
 - (i) the "**Administration Charge**" in favour of the Monitor and counsel to the Monitor, up to a maximum amount of \$350,000; and
 - (ii) the "**DIP Charge**" in favour of the Interim Lender in the amount of USD\$3,000,000 (plus interest, fees, expenses and other amounts accruing under the DIP Term Sheet), to be increased to USD\$6,000,000 at the Comeback Hearing;
 - (h) providing for a comeback hearing in respect of the relief granted under the Initial Order, including extension of the Stay Period, at 10:00am on August 31, 2026; and
2. Such further and other relief that this Honourable Court may deem just.

Part 2: FACTUAL BASIS

The Western Potash Group

1. Western Potash Corp. ("**WPC**" or the "**Borrower**") and 0907474 B.C. Ltd. ("**090**") are owners of a potash mine project located in southern Saskatchewan known as the Milestone project ("**Milestone**"). This is a multi-phase potash mining project.
2. The ultimate parent entity of WPC and 090 is Western Resources Corp. ("**WRC Parent**"), which is headquartered in Vancouver, British Columbia. Shares of WRC Parent were listed on the Toronto Stock Exchange, but became subject to a cease trade order on March 4, 2025 due to the company's delay in making required financial statement and other filings.
3. WRC Parent owns 100% of the shares of Western Potash Holdings Corp. ("**Holdings**").
4. WPC and 090 are wholly-owned subsidiaries of Holdings.
5. Each of WRC Parent, Holdings and 090 are incorporated under the laws of British Columbia.
6. WPC is incorporated under the laws of Saskatchewan.

Milestone

7. Milestone includes 84,557 acres of mineral leases and 65,405 acres of freehold leases. The mineral leases are 21-year renewable crown leases.
8. WPC has completed drilling of 11 potash exploration wells. WPC has also conducted various seismic studies on the project.
9. Milestone currently does not generate any revenue from production, although Phase 1 of the project has approached completion.
10. WPC reports that when completed, the Milestone project could have a 40 year mine life and targets production of 146,000 tonnes per annum.
11. While substantial plant and mine construction has been completed, since September 30, 2023 that progress has stalled and construction was formally suspended in May 2024 as additional funding is required for the project.
12. Western Potash Group have reported that a number of fundamental aspects of Milestone remain to be completed, for which the additional financing is required. Those include the creation of two new horizontal caverns, commissioning of certain plant and equipment assets, and the development of a revised mining plan to accommodate these two new required horizontal caverns.

The Petitioner

13. Appian is the senior secured creditor of the Respondents, having advanced in excess of CDN\$85 million pursuant to a Facility Agreement dated as of April 28, 2022 (as the same has been amended, the “**Credit Agreement**”).

The Credit Facility

14. WPC is the borrower under the Credit Agreement.
15. Each of 090 and Holdings are guarantors, guaranteeing all obligations under the Credit Agreement.
16. The advances under the Credit Agreement were provided to fund payables of WPC and 090 that had accumulated in connection with the development of the Milestone project and were unfunded at that time, and to fund go-forward costs related to the design, construction, and operation costs of Milestone.
17. Each of WPC, 090 and Holdings granted comprehensive security interests to Appian to secure the obligations under the Credit Agreement.
18. The facility under the Credit Agreement has been fully drawn for an extended period.
19. In addition to the facility under the Credit Agreement, an affiliate of Appian holds a royalty on mining properties of the Milestone project, which is also secured by the assets of WPC and 090.

Liquidity Shortfalls

20. As noted above, the Milestone project is currently stalled due to an absence of required financing to continue the project.
21. The need for this additional funding was never part of the Respondents' forecasts at the time of the Appian financing. WPC's reported plans called for total capital expenditures to complete Phase 1 of the project in the amount of \$149.45 million. As a condition to the advances under the Credit Agreement, WPC was required to, and did, provide evidence that available funding was not less than the costs anticipated to be incurred on the Milestone project to achieve completion in accordance with the approved project plan.
22. Notwithstanding capital invested to date in excess of \$240 million, including Appian's senior secured loan, which should have been more than sufficient to satisfy the capital cost estimates of the project, Phase 1 of the project is still not complete. Further, management of WPC believes they require an additional \$100 million of capital just to complete Phase 1 of the project.
23. No appropriate explanations have been provided for the cost overruns faced by the project to date.

24. In Appian's view, it is unrealistic to expect an additional \$100 million of capital to be invested without a comprehensive restructuring and changes to management of the project who have been unable to achieve completion of Phase 1 of the project, even with an amount of funding over 1.5 times the amount originally forecasted.

The Defaults

25. The Respondents have been in default under the Credit Agreement since February 2024 or earlier. Appian has worked cooperatively with the Respondents to provide time and opportunity to resolve those defaults and obtain additional investment in the Milestone project. However, no actionable solutions have been presented.
26. The events of default began with a failure to achieve Interim Operational Completion by January 31, 2024. Interim Operational Completion was the date by which Milestone was to achieve specific operational thresholds for well performance, plant throughput, and plant production. This failure indicated that Milestone was materially behind the construction schedule that was underlying the Appian loan.
27. Further events of default followed in the first half of 2024 including:
- (a) Incurrence of non-permitted financial indebtedness of \$3.7 million;
 - (b) Failure to maintain a required minimum cash balance to ensure Milestone would not face a liquidity crisis;
 - (c) Numerous builders' liens filed on the Milestone property as a result of non-payment of trade payables;
 - (d) Breaches of approved project budgets and financial plans.
 - (e) Interest payment defaults.
 - (f) Failure to meet construction milestones for physical completion of the project.
28. All of the foregoing defaults made clear that the Milestone project faced cost overruns, delays and liquidity shortfalls that were fundamentally impairing the continuation of the project.
29. During and following this period, Appian was clear with the Respondents about the status of the events of default, Appian's concerns about the Milestone project, and the need for a solution from Western Potash Group.

Efforts to Resolve Cost Overruns, Delays and Liquidity Shortfalls Have Failed

30. In the first half of 2024, WPC acknowledged to Appian that a new business plan was required for Milestone to account for the delays and cost overruns and that WPC was making efforts to raise additional subordinated capital to provide necessary go-forward funding for the project.

31. WPC informed Appian of a number of potential subordinated funding options it was considering in 2024. Those included a proposed third-party investment of \$80 million in June 2024 and a proposed equity investment by another third-party in November 2024 in the amount of \$100 million. Appian accommodated WPC's pursuit of these options, but neither was materially advanced.
32. During this period, additional events of default under the Credit Agreement occurred, including a failure to achieve final operational completion of Milestone by August 31, 2024, cessation of business operations and a failure to pay debts generally as the fell due.
33. WPC has fundamentally failed to comply with substantially all of its most essential obligations under the Credit Agreement for a period now exceeding two years.
34. No possible resolution of this situation is currently in process by WPC. Most recently, the company advised that ongoing discussions with proposed new investors cannot be expected to be executable before Q4, 2026, if at all. Notably, the current equity holders of Western Potash Group have not offered their own financing solution for the current issues and have had ample time to do so.
35. On August 7, 2026, Appian delivered a notice of its intention to enforce its security to WPC, Holdings and 090.
36. On August 13, WPC advised Appian that WPC was facing immediate payment challenges and had very limited cash available to maintain fundamental operations, including meeting payroll obligations and certain other urgent and necessary operating payments.

The Milestone Project Faces Unacceptable Risks

37. All material activity at the Milestone project has been suspended since May 2024, at the latest.
38. Events of default under the Credit Agreement have been outstanding since February 2024 and illustrate a pattern of:
 - (a) failures to meet project timelines;
 - (b) cost overruns;
 - (c) payment defaults on the Appian debt, trade payables to key suppliers, and taxes; and
 - (d) risks to existing licenses and surety arrangements.
39. WPC currently faces actions from unpaid builders. Appian has received service of various court applications and judgments by builders claiming in excess of \$928,000 in amounts for unpaid improvements. Notably, those builders have sought, and in some cases already obtained, authorization if their judgment is not paid within 120 days to apply to court for

orders for the sale of the Borrower's property including the Milestone project. Appian has received no notice of any defence against these claims. It appears, judgements are being obtained uncontested. This may result in an attempt to enforce these builders liens through a sale of the property.

40. WPC has advised Appian that WPC faces unpaid provincial tax liabilities approaching \$300,000.
41. On or about May 14, 2026, Appian received notice from the municipality in which Milestone is located claiming title to WPC's real property due to a tax lien registered against title as a result of unpaid municipal taxes, which appear to be owing in an amount in excess of \$1,000,000. This may also result in an attempt to enforce the tax lien through sale of the property.
42. WPC is also facing significant payment issues with the Ministry of Energy and Resources on account of the Borrower's non-payment of its critical mineral lease amounts.
43. Finally, it is unclear at this time if WPC's decommissioning and reclamation bonds with the Saskatchewan Minister of the Environment remain in good standing.
44. The Milestone project is a valuable asset, it finds itself again in the same position as when Appian was first introduced to the project. Cost overruns have led to a significant liquidity shortfall, mounting trade payables, concerning non-payments of taxes and other government payables, and an inability to complete the project. The risk of actions by these other subordinate creditors against Appian's primary collateral must be remedied.

A Formal Restructuring Process Is Required At This Time

45. Substantial interim financing requirements, competing enforcement steps by subordinate creditors and lien holders, and the need for a comprehensive balance sheet (and potentially operational) restructuring all lead to the conclusion that a CCAA process for the Western Potash Group is needed at this time.
46. An Initial Order with a customary stay of proceedings is essential to preserve and maximize value for creditors in accordance with their legal priorities.
47. Court-approved super-priority interim financing from the Interim Lender is the only available path to resolve the ongoing liquidity shortfall.
48. Appointment of an independent Monitor is essential to supporting the restructuring efforts for the debtors.

SISP

49. Appian believes a court-supervised sale and investment solicitation process (the "SISP") is the appropriate next step to identify potential restructuring options for Western Potash Group.

50. Western Potash Group has already retained FTI Consulting Canada Inc. ("**FTI**") at the suggestion of Appian, to assist in a structured solicitation process for potential strategic transactions. Appian believes FTI is the appropriate party to oversee the SISP, in the role of Monitor in these proceedings.

Financing

51. Appian, in consultation with FTI, believes an appropriate sale and investment solicitation process will require up to six (6) to seven (7) months to complete (the "**SISP Period**"). The forecasted cash need during the SISP Period is \$6 million. The forecasted cash need over the first ten days of the CCAA proceeding is \$3 million.
52. Appian is prepared to provide funding for that cash need pursuant to the terms of a court-approved super-priority financing arrangement and has prepared a form of term sheet for this purpose (the "**DIP Term Sheet**").
53. The financial terms of the DIP Term Sheet are comparable to the existing Credit Agreement, summarized as follows:
- (a) Principal Amount: USD\$6,000,000
 - (b) Term: the earlier of the date (i) on which demand by the Interim Lender upon the occurrence of an event of default, (ii) of termination of the CCAA proceedings, (iii) of lifting of the stay in the CCAA proceedings, (iv) on which all or substantially all of the collateral of Western Potash Group has been sold, and (v) that is nine (9) months following the granting of the Initial Order
 - (c) Interest Rate (paid-in-kind): annual fixed rate equal to the Secured Overnight Financing Rate administered by the Federal Reserve Bank of New York, as published for the applicable interest period (subject to a floor of 0% per annum) plus 8.00% per annum
 - (d) Additional Fees: a commitment fee of 2% (USD\$120,000), plus applicable taxes
54. The DIP Term Sheet also establishes the following milestones for the restructuring process:
- (a) Amended and Restated Initial Order, including extending the stay period and approving the maximum borrowing limit under the DIP Term Sheet and increasing the DIP Charge: August 31, 2026
 - (b) Court-approval of a SISP: August 31, 2026

55. Appian believes the proposed DIP Term Sheet is the only executable financing option at this time, and the only financing option Appian will support to advance the SISP.

Monitor's Expanded Powers

56. The proposed Initial Order contemplates that FTI would act as Monitor. FTI has consented to that role.
57. Appian seeks to have the Monitor granted expanded powers such that the Monitor can manage the financial affairs and direct any steps taken on the Milestone project. This will allow the Monitor to take steps to protect the Milestone project, preserve value, and ultimately pursue the SISP.
58. FTI is already familiar with the Milestone project and potentially interested bidders and investors through their pre-filing mandate with the Western Potash Group.
59. Appian has lost confidence in the Western Potash Group's ability to manage a value-maximizing SISP. Western Potash Group has no funding and has failed to complete any of the financing options pursued during Appian's period of accommodation.
60. The Western Potash Group is taking no steps to respond to or remedy the enforcement steps that are being advanced by other subordinate creditors that could impair Appian's position.
61. Appian is the only party with an economic interest in Milestone sufficient to fund a SISP and is only willing to do so in the context of a formal CCAA process under the supervision of a Monitor with expanded oversight powers. A Monitor with enhanced powers is necessary as no party is at this time both properly financed and empowered to ensure the asset is physically protected from irreparable damage and that all steps are taken to address any environmental or other conditions that may arise. In addition, the critical mineral leases continue to be at risk of cancellation if overdue payments are not made. There is also a risk to the Milestone project if its existing bonding associated with environmental and reclamation obligations is lost, with uncertain regulatory consequences.
62. A proceeding under the CCAA, as opposed to possible secured creditor enforcement options, provides a number of benefits to stakeholders in this case. First, a CCAA proceeding maintains of the status quo to the highest degree possible in the circumstances. Preserving existing permits, licenses and other authorizations by maintaining the status quo through a debtor-in-possession process is desirable. Second, a debtor-in-possession process will facilitate any continued work on the project during the CCAA proceeding, which a receiver may not otherwise be willing to conduct. Third, the CCAA process provides a number of flexible mechanisms to support a restructuring process such as the availability of protections to critical suppliers, charges in favour of advisors, and provision for debtor-in-possession financing arrangements that provide appropriate covenant protections to lenders.

63. While the Milestone project does not currently have any ongoing operations, its assets remain complex. Neither FTI nor Appian have complete knowledge of all aspects of the project at this time or any risks associated therewith. A debtor-in-possession process allows FTI to assess the current status of these matters in its capacity as Monitor while the debtors themselves remain in possession of these assets

Part 3: LEGAL BASIS

Statutory Basis for Order

1. The Petitioner pleads and relies on the following enactments:
 - (a) *Supreme Court Civil Rules*, B.C. Reg. 168/2009, as amended;
 - (b) the CCAA;
 - (c) *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA");
 - (d) the inherent jurisdiction of this Honourable Court; and
 - (e) such further and other legal basis as counsel may advise and this Honourable Court may permit.

The Western Potash Group are Debtor Companies to which the CCAA Applies

2. The CCAA applies to a "debtor company" or "affiliated debtor companies" if the total claims against the debtor company and its affiliates exceed \$5 million. A "debtor company" is defined in Section 2 of the CCAA as, *inter alia*, a "company" that is "insolvent" or has committed an act of bankruptcy within the meaning of the CCAA.
3. Each of the Western Potash Group corporations is a "company" for the purposes of the CCAA. Each is a corporation incorporated under an act of Parliament or of the legislature of a province.
4. Each of the Western Potash Group corporations is "insolvent" for the purposes of the CCAA. Insolvency for the purposes of the CCAA is considered, first, by reference to the term "insolvent person" as defined in the BIA. Each corporation in the Western Potash Group is an "insolvent person" on the basis that:
 - (a) in the case of WPC, it is unable to and has ceased paying its obligations as they generally become due, as evidenced by the failure to repay the obligations under the Credit Agreement to Appian notwithstanding demand and the failure to pay or defend against numerous proceedings by builders lien claimants and tax authorities.
 - (b) in the case of 090 and Holdings, they are unable to meet their obligations as they generally become due, as evidenced by their inability to repay the Credit Agreement obligations to Appian notwithstanding demand.

5. In the CCAA context, the concept of insolvency has been flexibly interpreted. If a company is "reasonably expected to run out of liquidity within a reasonable proximity of time as compared with the time reasonably required to implement a restructuring", that is sufficient to establish insolvency.

Stelco Inc., Re., 2004 CanLII 24933 (ON SC) at paras. 21-26.

6. Each of the Western Potash Group corporations is an obligor under the Appian Credit Agreement, and as a result has debts far exceeding the required \$5 million statutory threshold.

CCAA Protection and a Stay of Proceedings is Appropriate

7. In the current case, the facts strongly support the granting of CCAA protection to the Western Potash Group.
8. The CCAA is remedial legislation which gives courts flexible mechanisms with judicial discretion to achieve the CCAA's legislative purpose.

Century Services v. Canada (Attorney General) 2010 SCC 60
[**Century Services**] at para. 60.

9. The CCAA's distinguishing feature is "a grant of broad and flexible authority to the supervising court to make ... the orders necessary to facilitate the reorganization of the debtor and achieve the CCAA's objectives".

Century Services at para. 19.

10. Section 11.02 of the CCAA provides the court jurisdiction to grant a stay of proceedings in favour of a debtor company where the court deems such a stay appropriate. An applicant only has to satisfy this Court that a stay of proceedings would "usefully further" the efforts to reorganize.

CCAA s. 11.02;
Century Services at para. 70.

11. In the circumstances, the CCAA proceedings are the best means by which to provide a flexible value maximization option that both ensures protection of the Milestone project under the supervision of the Monitor and an avenue for a substantial Interim Financing Facility through the DIP Term Sheet. Absent Appian's willingness to finance this process through the DIP Term Sheet, there is no way for the Debtors to maximize value.
12. A CCAA stay of proceedings, will benefit all interested parties in the circumstances. WPC and 090 will no longer face uncoordinated enforcement processes that have been commenced by various subordinate creditors, which may result in disjointed and value destructive enforcement processes by parties who may have no economic interest in the Milestone assets.

13. The Milestone project is a complex asset that requires the stability and flexibility of a CCAA process. In addition, any reasonable purchaser or investor in this asset in the current circumstances would reasonably insist on a court-approved process to implement a transaction, with all of the customary protections associated with a court-approved transaction.

Appian has Standing to Seek the Initial Order

14. The CCAA expressly grants standing to creditors to commence CCAA proceedings in respect of a debtor company.

CCAA, ss. 4, 5, and 11;
Miniso International Hong Kong Limited v. Migu Investments Inc.
 [Miniso] 2019 BCSC 1234 at para. 45.

15. The commencement of CCAA proceedings is a proper exercise of creditors' rights where the CCAA will preserve the going-concern value of the business and allow it to continue for the benefit of the "whole economic community".

Miniso, at para. 47.

16. The CCAA's flexibility is crucial in this case. A variety of recovery scenarios may be appropriate to maximize recovery from the Milestone project. CCAA proceedings are an appropriate means to address the complexity, preserve the status quo, and maximize recovery. The entire community of stakeholders with an interest in the continuation of the Milestone project will benefit from a process that adds stability and provides a possible path to restructuring.

FTI Should be Appointed as Monitor with Enhanced Powers

17. Appian seeks the appointment of FTI as Monitor of the Western Potash Group, with enhanced powers.
18. Pursuant to Section 23(k) and Section 11 of the CCAA, the Court has jurisdiction to expand the powers of a monitor beyond what has been specifically enumerated in Section 23 of the CCAA and standard model orders. Courts have on many occasions granted the monitor expanded powers where it has been appropriate in the circumstances.

CCAA ss. 23(k) and 11;
Miniso at paras. 69 and 87;
Mountain Equipment Co-Operative (Re), 2020 BCSC 2037 at paras. 9-10;
Port Capital Development (EV) Inc. (Re), 2021 BCSC 1272 at para. 12;
Arrangement relatif à Bloom Lake General,
 2021 QCCS 2946 (CanLII) at para 55;
 Initial Order made September 25, 2025 in the CCAA Proceedings of *Minglian Holdings Ltd. and 0882892 B.C. Ltd.*, Vancouver Registry No. S257237 at para 6; and

Initial Order made November 28, 2024 in the CCAA Proceedings of *Sperling GP Ltd. et al*, Vancouver Registry No. S-248100 at para 26.

19. In the current circumstances, Appian proposes an expansion of the Monitor's powers for the following critical purposes:
 - (a) The debtors themselves have proven unable to resolve their financial and operational issues over an extensive period of accommodation by Appian for multiple years. A Monitor with a mandate to take over a comprehensive restructuring and SISF is the remaining reasonable option.
 - (b) Appian, as senior secured creditor with a substantial loan advanced, faces significant risk. All work on the Milestone project that is their primary collateral has stalled in an incomplete state. Management has been unable to effectively raise funds to continue the project or to refinance Appian. The Milestone project may be at risk of loss of its existing bonding associated with environmental and reclamation obligations, with uncertain regulatory consequences.
 - (c) Existing management are no longer taking any steps to preserve the project or manage outstanding liabilities.
 - (d) A court-supervised SISF by a very experienced court officer should maximize value and enhance the prospect of a going concern outcome.
20. FTI, the proposed Monitor, is qualified to act as Monitor and has consented to the appointment. FTI is also familiar with the assets of the debtors as a result of its pre-filing engagement with respect to Milestone.
21. FTI has consented to act as the Monitor in the CCAA proceedings with enhanced powers. FTI is a trustee within the meaning of s. 2(1) of the BIA. FTI is not affected by any of the restrictions on entities that may act as a monitor set out in s. 11.7(2) of the CCAA. FTI has extensive experience acting as a court-appointed monitor in CCAA proceedings, including in relation to mining matters.

Interim Financing Should be Approved

22. Section 11.2 of the CCAA provides this Court jurisdiction to approve interim financing, including the Interim Financing Facility and a priority Interim Lender's Charge in favour of the Interim Lender. The Interim Lender's Charge may not secure obligations that existed before the granting of the Initial Order.
23. In deciding whether to approve an order for interim financing, the CCAA requires the Court to consider, among others, the following factors:
 - (a) the period during which the company is expected to be subject to proceedings under the CCAA;

- (b) how the company's business and financial affairs are to be managed during the proceedings;
- (c) whether the company's management has the confidence of its major creditors;
- (d) whether the loan would enhance the prospects of a viable compromise or arrangement being made in respect of the company;
- (e) the nature and value of the company's property;
- (f) whether any creditor would be materially prejudiced as a result of the security or charge; and
- (g) the monitor's report, if any.

CCAA s. 11.2(4).

- 24. In the current case, the DIP Term Sheet establishes a facility that is sized based upon the cash flow forecast for the period of the SISP to be proposed. The cash flow forecast shows the Interim Financing Facility is necessary to fund asset-preserving expenditures and the costs of these proceedings.
- 25. The Western Potash Group's affairs would be managed by an independent court officer during the term. The Monitor has the confidence of Appian, as the senior secured creditor owed in excess of \$85 million.
- 26. The Interim Financing Facility is required to fund the SISP, which is the only viable path to a value-maximizing outcome, and enhances the possibility of recovery for stakeholders generally.
- 27. The Western Potash Group's property will be preserved throughout the term of the Interim Financing Facility and there is no reason to believe the asset will degrade or depreciate during that time.
- 28. All creditors and stakeholders have the opportunity to benefit from a value maximizing process facilitated by the Interim Financing Facility, and no creditor would be materially prejudiced.
- 29. Appian understands the proposed Monitor is supportive of the Interim Financing Facility.
- 30. The Interim Lender's Charge will secure only obligations arising under the DIP Term Sheet following the granting of the Initial Order.
- 31. The Interim Lender's Charge will only secure obligations in an amount required for the first ten days of the CCAA proceedings, prior to the Comeback Hearing. An increased Interim Lender's Charge will then be sought, on notice to affected creditors at the Comeback Hearing. Notably, the Interim Lender's Charge will not rank ahead of any secured creditor who has not been served with notice of this petition.

32. All potential secured creditors who are known to Appian will be served with notice of this petition. This includes: (i) parties having made registrations either in real property or personal property registries; (ii) the known claimants asserting statutory builders liens; (iii) municipal, provincial and federal tax authorities; and (iv) sureties.

Administration Charge Should be Approved

33. Section 11.52 of the CCAA provides this Court with authority to grant the requested Administration Charge, subject to prior notice of those creditors who are likely to be affected by it.

CCAA s. 11.52.

34. In order to grant the Administration Charge, the Court must conclude that (i) notice has been given to the secured creditors likely to be affected by the charge; (ii) the amount is appropriate; and (iii) the charges should extend to all of the proposed beneficiaries.

Canwest Global Communications Corp. (Re) (2009),
59 C.B.R. (5th) 72 (Ont. S.C.J.) at para. 38.

35. The amount of the Administration Charge is supported by the Monitor and considered by the Monitor to be required and reasonable in the circumstances to permit the proceedings to move forward productively.
36. The charge is granted only in favour of the Monitor and the Monitor's counsel, who are parties expressly contemplated by Section 11.52 of the CCAA.

Statutory Requirements of the CCAA Petition are Satisfied

37. Section 10(2) of the CCAA provides that an initial application under the CCAA must be accompanied by:
- (a) a statement indicating, on a weekly basis, the projected cash flow of the debtor company;
 - (b) a report containing the prescribed representations regarding the preparation of the cash-flow statement; and
 - (c) copies of all financial statements, audited or unaudited, prepared during the year before the application or, if no such statements were prepared in that year, a copy of the most recent such statement.

CCAA s. 10(2).

38. Each of the foregoing requirements has been satisfied.

Part 4: MATERIALS TO BE RELIED ON

1. Affidavit #1 of Timothy Mister, made on August 20, 2026;
2. The pleadings and proceedings herein; and
3. Such further and other materials that counsel may advise and this Honourable Court may allow.

The Petitioner estimates that the hearing of the petition will take 1 hour.

Norton Rose Fulbright Canada LLP

per:

Date: August 20, 2026

A handwritten signature in black ink, appearing to be 'L. M.', written over a horizontal line.

Signature of lawyer for Petitioner

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs _____ of Part 1 of this petition☐ with the following variations and additional terms:

Date: _____

Signature of ☐ Judge ☐ Master

Schedule "A"

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36

AND

IN THE MATTER OF WESTERN POTASH CORP., WESTERN POTASH HOLDINGS CORP. AND
0907414 B.C. LTD.

AND

WPC (JERSEY) LIMITED

PETITIONER

O R D E R MADE AFTER APPLICATION

BEFORE THE HONOURABLE)
JUSTICE STEPHENS) AUGUST ____, 2026
)

ON THE APPLICATION of the Petitioner coming on for hearing at Vancouver, British Columbia, on the ____ day of August, 2026 (the "**Order Date**"); AND ON HEARING Evan Cobb and Katie Mak, counsel for the Petitioner and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, including the First Affidavit of Timothy Mister made August 20, 2026 (the "**First Mister Affidavit**") and the consent of FTI Consulting Canada Inc. to act as Monitor; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

SERVICE

1. The time for service of the Petition dated August 20, 2026 (the "**Petition**") is abridged such that it is properly returnable today and service of the Petition and the First Mister Affidavit is hereby deemed good and sufficient.

JURISDICTION

2. Western Potash Corp., Western Potash Holdings Corp. and 0907414 B.C. Ltd. (the "**Debtors**") are companies to which the CCAA applies.

SUBSEQUENT HEARING DATE

3. The hearing of the Petitioner's application for an extension of the Stay Period (as defined in paragraph 15 of this Order) and for any ancillary relief shall be held at the Courthouse at 800 Smithe Street, Vancouver, British Columbia at 10:00 a.m. on the 31st day of August, 2026 or such other date as this Court may order.

PLAN OF ARRANGEMENT

4. The Debtors 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 (hereinafter referred to as the "**Plan**"), under the direction of the Monitor in accordance with paragraph 23 of this Order.

POSSESSION OF PROPERTY AND OPERATIONS

5. Subject to the rights and powers granted in favour of the Monitor under this Order and any further Order of this Court, the Debtors shall 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**"), and continue to carry on their business (the "**Business**") in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Debtors shall each be authorized and empowered, subject to the consent of the Monitor and the Interim Lender, 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 they deem reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

6. The Debtors shall, with the consent of the Monitor, be entitled, but not required, to pay the following expenses which may have been incurred prior to the Order Date, to the extent that such expenses are incurred and payable by the Debtors and subject to the terms of the Commitment Letter (as defined below):

- (a) all outstanding wages, salaries, employee and pension benefits (including long and short term disability payments), vacation pay and expenses (but excluding severance pay) payable before or after the Order Date, in each case incurred in the ordinary course of business and consistent with the relevant compensation policies and arrangements existing at the time incurred (collectively "**Wages**");
- (b) the fees and disbursements of any Assistants retained or employed by the Debtors or the Interim Lender in respect of these proceedings, at their standard rates and charges; and
- (c) with the written consent of the Monitor:
 - (i) pay amounts owing to creditors who hold possessory or statutory liens against any asset of the Debtors where the value of such asset exceeds the amount of the possessory or statutory liens or where the asset is

deemed critical by the Debtors and the Monitor to the business operations of the Debtors; and

- (ii) amounts outstanding to creditors for goods and services provided prior to the Order Date where expressly authorized by this Order or any further Order of this Court.

7. Except as otherwise provided herein, and subject to the terms of the Commitment Letter, the Debtors shall, with the consent of the Monitor, be entitled to pay all expenses reasonably incurred by the Debtors in carrying on the Business in the ordinary course following the Order Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services;
- (b) all obligations incurred by the Debtors after the Order Date, including without limitation, with respect to goods and services actually supplied to the Debtors following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on the Debtors' obligations incurred prior to the Order Date); and
- (c) fees and disbursements of the kind referred to in paragraph 6(b) which may be incurred after the Order Date.

8. The Debtors are authorized to 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 which are required to be deducted from Wages, including, without limitation, amounts in respect of (i)

employment insurance, (ii) Canada Pension Plan, and (iii) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA;

- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Debtors in connection with the sale of goods and services by the Debtors, but only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order Date; 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 property taxes, municipal business taxes 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.

9. Until such time as a real property lease is disclaimed in accordance with the CCAA, the Debtors shall, with the consent of the Monitor, 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 between the Debtors and the landlord from time to time ("**Rent**"), for the period commencing from and including the Order Date, twice-monthly in equal payments on the first and fifteenth day of the month in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including Order Date shall also be paid.

10. Except as specifically permitted herein, the Debtors are 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 Debtors to any of their creditors as of the Order Date except as authorized by this Order;
- (b) to make no payments in respect of any financing leases which create security interests;
- (c) to grant no security interests, trust, mortgages, liens, charges or encumbrances upon or in respect of any of their Property, nor become a guarantor or surety, nor otherwise become liable in any manner with respect to any other person or entity except as authorized by this Order;
- (d) to not grant credit except in the ordinary course of the Business only to their customers for goods and services actually supplied to those customers, provided such customers agree that there is no right of set-off in respect of amounts owing for such goods and services against any debt owing by the Debtors to such customers as of the Order Date; and
- (e) to not incur liabilities except in the ordinary course of Business.

RESTRUCTURING

11. The Monitor, in consultation with the Interim Lender and subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), shall have the right, for and on behalf of and in the name of the Debtors to:

- (a) permanently or temporarily cease, downsize or shut down all or any part of their Business or operations and commence marketing efforts in respect of any of their redundant or non-material assets and to dispose of redundant or non-material assets not exceeding \$250,000 in any one transaction or \$500,000 in the aggregate;

- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate; and
- (c) pursue all avenues of refinancing for the Business or Property, in whole or part;

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

12. The Debtors shall provide each of the relevant landlords with notice of the Debtors' 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 and, if the landlord disputes the Debtors' 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 who claim a security interest in the fixtures, such landlord and the Debtors, or by further Order of this Court upon application by the Debtors, the Monitor, the landlord or the applicable secured creditors on at least two (2) clear days' notice to the other parties. If the Debtors disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any dispute concerning such fixtures (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Debtors' claim to the fixtures in dispute.

13. If a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then: (a) during the period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours on giving the Debtors and the Monitor 24 hours' prior written notice; and (b) at the effective time of the disclaimer, the landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims the landlord may have against the Debtors, or any other rights the landlord might have, in respect of such lease or leased premises and the landlord shall be

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

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c. 5 and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any regulations promulgated under authority of either Act, as applicable (the “**Relevant Enactment**”), the Debtors, in the course of these proceedings, are, subject to the consent of the Monitor, permitted to, and hereby shall, disclose personal information of identifiable individuals in their possession or control to stakeholders, its advisors, prospective investors, financiers, buyers or strategic partners (collectively, “**Third Parties**”), but only to the extent desirable or required to negotiate and complete the Restructuring or to prepare and implement the Plan or transactions for that purpose, in the discretion of the Monitor; provided that the Third Parties to whom such personal information is disclosed enter into confidentiality agreements with the Debtors binding them in the same manner and to the same extent with respect to the collection, use and disclosure of that information as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or to prepare and implement the Plan or transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall return the personal information to the Debtors or destroy it. If the Third Parties acquire personal information as part of the Restructuring or the preparation and implementation of the Plan or transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Debtors.

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

15. Until and including August 31, 2026, or such later date as this Court may order (the **"Stay Period"**), no action, suit or proceeding in any court or tribunal (each, a **"Proceeding"**) against or in respect of the Debtors or the Monitor, or affecting the Business or the Property, shall be commenced or continued except with the written consent of the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

16. 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"**) against or in respect of the Debtors or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Monitor or leave of this Court.

17. Nothing in this Order, including paragraphs 15 and 16, shall: (i) empower the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest (subject to the provisions of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Debtors.

NO INTERFERENCE WITH RIGHTS

18. During the Stay Period, no Person shall 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 Debtors, except with the written consent of the Monitor or leave of this Court.

CONTINUATION OF SERVICES

19. During the Stay Period, all Persons having oral or written agreements with the Debtors or mandates under an enactment for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services as may be required by the Debtors, and that the Debtors shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Order Date are paid by the Debtors in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

20. Notwithstanding any provision in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Order Date, nor shall any Person be under any obligation to advance or re-advance any monies or otherwise extend any credit to the Debtors on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

21. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against the directors or officers of the Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Debtors 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 Debtors, if one is filed, is sanctioned by this Court or is refused by the creditors of the Debtors or this Court. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a director or officer of the Debtors that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

APPOINTMENT OF MONITOR

22. FTI Consulting Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Debtors with the powers and obligations set out in the CCAA or set forth herein, and that the Debtors and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Debtors 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.

23. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Debtors' receipts and disbursements and implement such measures and controls as the Monitor deems reasonably necessary to ensure the appropriate monitoring and controls of the Debtors' expenses and disbursements;
- (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;
- (c) assist the Debtors, to the extent required by the Debtors, in their dissemination, to the Interim Lender (as hereinafter defined) and its counsel financial and other information as required by the Interim Lender which may be used in these proceedings including reporting on a basis to be agreed with the Interim Lender;
- (d) assist in the preparation of cash flow statements and reporting required by the Interim Lender, which information shall be reviewed with the Monitor and delivered to the Interim Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the Interim Lender;
- (e) advise in the development of the Plan and any amendments to the Plan;
- (f) assist 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 Debtors, to the extent that is necessary to adequately assess the Debtors' business and financial affairs 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; and
- (i) perform such other duties as are required by this Order or by this Court from time to time.

24. In addition to the foregoing powers, the Monitor is hereby empowered and authorized, but not obliged, for and on behalf of and in the name of the Debtors and their respective boards of directors (and not in its personal capacity), to act in respect of the Property and the Business and, without in any way limiting the generality of the foregoing, the Monitor is hereby expressly empowered and authorized to do any of the following where the Monitor, in its sole discretion, considers it necessary or desirable:

- (a) take steps for the preservation and protection of the Business and the Property, including, but not limited to, changing locks and security codes, relocation of the Property, engaging independent security personnel, taking physical inventory and placing insurance coverage;
- (b) manage, operate and carry on the Business in the name of and on behalf of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course, cease to carry on all or any part of the Business, or cease to perform any contracts of the Debtors;
- (c) disclaim, in accordance with the CCAA, any contracts of the Debtors;
- (d) engage, retain, or terminate or cause the Debtors to engage, retain or terminate, the services of any officer, employee, consultant, agent, representative, advisor, or other persons or entities, as the Monitor deems necessary or appropriate to assist with the exercise of its powers and duties or those of the Debtors;

- (e) purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any parts thereof;
- (f) receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property and the Business, whether in the Monitor's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (h) execute the Definitive Documents (as hereinafter defined) in the name and on behalf of the Debtors;
- (i) undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) apply for permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Monitor, in the name of the applicable Debtors;
- (k) take any and all steps in order to direct or cause the Debtors to exercise their rights pursuant to this Order or any other Order granted in these CCAA proceedings;
- (l) cause the Debtors to perform such functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Debtors in dealing with the Property and the Business;
- (m) meet with and direct management of the Debtors with respect to any of the foregoing including, without limitation, operational and restructuring matters;

- (n) cause the Debtors to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Debtors in dealing with the Property, operations, restructuring, distribution of proceeds, and any other related activities;
- (o) apply to this Court for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court including for advice and directions with respect to any matter; and
- (p) take any steps reasonably incidental to the exercise by the Monitor of these powers or the performance of any statutory obligations.

25. For greater certainty, where the Monitor takes actions or steps authorized by paragraph 24, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors and their past or present directors, officers and shareholders, and without interference from any other Person. The power and authority granted to the Monitor in paragraph 24 shall be paramount to the power and authority of the Debtors or any other Person.

26. The Monitor shall be authorized and empowered, but not required, to operate and control, on behalf of the Debtors, all of the Debtors' existing accounts at any financial institution (each an "**Account**", and collectively, the "**Accounts**") in such manner as the Monitor, in its sole discretion, deems necessary or appropriate, including, without limitation, to:

- (a) exercise control over the funds credited to or deposited in the Accounts;
- (b) effect any disbursement from the Accounts permitted by this Order or any other order granted in these proceedings;
- (c) give instructions from time to time with respect to the Accounts and the funds credited to or deposited therein, including to transfer the funds credited to or

deposited in such Accounts to such other account or accounts as the Monitor may direct; and

- (d) add or remove persons having signing authority with respect to any Account or to direct the closing of any Account.

27. Except as expressly provided in this Order, the Monitor shall not take possession of the Property 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 maintained possession or control of the Business or Property, or any part thereof.

28. Subject to the employees' right to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Debtors, under the direction of the Monitor, may terminate the employment of such employees. The Monitor shall not be liable for any employee-related liabilities of the Debtors, including any successor employer liabilities as referred to in Section 14.06(1 .2) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"), other than amounts the Monitor may specifically agree in writing to pay. The Monitor shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Monitor may hire in accordance with the terms and conditions of such employment by the Monitor.

29. Nothing herein contained shall require or allow the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, 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 of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Fisheries Act*, the *Saskatchewan Environmental Management*

and Protection Act, The Fisheries (Saskatchewan) Act, 2020 and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. For greater certainty, 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 Environmental Legislation, unless it is actually in possession.

30. The Debtors and their directors, officers, employees and agents, accountants, auditors and all others Persons having notice of this Order shall cooperate with the Monitor in discharging its duty.

31. The Monitor shall provide any creditor of the Debtors and the Interim Lender with information provided by the Debtors 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 Debtors 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 Debtors may agree.

32. 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 rights and protections afforded the Monitor by the CCAA or any applicable legislation.

33. The Monitor is not, and shall not be deemed to be, a director, officer or employee of the Debtors.

34. Nothing in this Order or any other Order granted in these proceedings shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, administrator, receiver manager, agent of the creditors or legal representative of the Debtors within the meaning of any relevant legislation, including subsection 159(2) of the *Income Tax Act* (Canada), as amended (the "ITA"), and any distributions to creditors of the Debtors by the Monitor will be deemed to have been made by the Debtors themselves. Nothing in this Order shall constitute or be deemed to constitute the Monitor as a person subject to subsection 150(3) of the ITA.

ADMINISTRATION CHARGE

35. The Monitor and counsel to the Monitor shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Debtors as part of the cost of these proceedings. The Debtors are hereby authorized and directed to pay the accounts of the Monitor and counsel to the Monitor on a periodic basis and, in addition, the Debtors are hereby authorized to pay to the Monitor and counsel to the Monitor retainers in the amounts of \$ [REDACTED] to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

36. The Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the British Columbia Supreme Court who may determine the manner in which such accounts are to be passed, including by hearing the matter on a summary basis or referring the matter to a Registrar of this Court.

37. The Monitor and counsel to the Monitor shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$350,000, as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order which are related to the Debtors's restructuring. The Administration Charge shall have the priority set out in paragraphs 44 and 46 hereof.

INTERIM FINANCING

38. The Debtors are hereby authorized and empowered to obtain and borrow under a credit facility from WPC (Jersey) Limited (the "**Interim Lender**") in order to finance the continuation of the Business and preservation of the Property, provided that borrowings under such credit facility shall not exceed USD\$3,000,000, plus interest, fees and expenses, unless permitted by further Order of this Court.

39. Such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Debtors and the Interim Lender dated as of August 20, 2026 (the "**Commitment Letter**"), filed.

40. The Monitor, on behalf of the Debtors, is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Commitment Letter or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Monitor, on behalf of the Debtors, is hereby authorized and directed to pay and perform all of the indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

41. The Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property to secure all obligations under the Commitment Letter and the Definitive Documents. The Interim Lender's Charge shall not secure an obligation that exists before this Order is made. The Interim Lender's Charge shall have the priority set out in paragraphs 44 and 46 hereof.

42. Notwithstanding any other provision of this Order:

- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under any of the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon five days notice to the Monitor, may exercise any and all of its rights and remedies against the Debtors or the Property under or pursuant to the Commitment Letter, Definitive Documents and the Interim Lender's Charge, including without limitation, to cease making advances to the Debtors and set off and/or consolidate any amounts owing by the Interim Lender to the Debtors against the obligations of the Debtors to the Interim Lender under the Commitment Letter, the Definitive Documents or the Interim Lender's 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 Debtors and for the appointment of a trustee in bankruptcy of the Debtors; and
- (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Debtors or the Property.

43. The Interim Lender, in such capacity, shall be treated as unaffected in any plan of arrangement or compromise filed by the Debtors under the CCAA, or any proposal filed by the Debtors 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 CREATED BY THIS ORDER

44. The priorities of the Administration Charge and the Interim Lender's Charge, as between them, shall be as follows:

First – Administration Charge (to the maximum amount of \$350,000) and

Second – Interim Lender's Charge.

45. Any security documentation evidencing, or the filing, registration or perfection of, the Administration Charge and the Interim Lender's Charge (together, the "**Charges**") shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register or perfect any such Charges.

46. Each of the Charges shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, save and except those claims contemplated by section 11.8(8) of the CCAA.

47. Except as otherwise expressly provided herein, or as may be approved by this Court, the Debtors shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with the Charges, unless the Debtors obtain the prior written consent of the Monitor, the Interim Lender and the beneficiaries of the Administration Charge.

48. The Administration Charge, the Commitment Letter, the Definitive Documents and the Interim Lender's 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**") and/or the Interim Lender shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the 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, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an **"Agreement"**) which binds the Debtors; and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents shall create or be deemed to constitute a breach by the Debtors of any Agreement to which it is a party;
- (b) 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 Debtors entering into the Commitment Letter, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Debtors pursuant to this Order, the Commitment Letter or the Definitive Documents, 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.

49. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Debtors' interest in such real property leases.

SERVICE AND NOTICE

50. The Monitor shall (i) without delay, publish in the **[Globe & Mail / National Post]** a notice containing the information prescribed under the CCAA, (ii) within five days after Order Date, (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 Debtors

of more than \$1000, 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.

51. The Monitor is at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

52. 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, personal delivery or electronic transmission a request to be added to a service list (the "**Service List**") to be maintained by the Monitor. The Monitor shall post and maintain an up to date form of the Service List on its website at: **[INSERT WEBSITE ADDRESS]**.

53. 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 counsels' email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on its website at: **[INSERT WEBSITE ADDRESS]**.

54. Notwithstanding paragraphs 51 and 53 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the Federal Crown, and the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown.

GENERAL

55. The Petitioner or the Monitor may from time to time apply to this Court for directions in the discharge of its powers and duties hereunder.

56. 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 Debtors, the Business or the Property.

57. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors, the Petitioner 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 Petitioner and the Monitor and their respective agents in carrying out the terms of this Order.

58. The Monitor and the Petitioner be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including acting as a foreign representative of the Debtors to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended.

59. The Debtors may under the direction of the Monitor (subject to the provisions of the CCAA and the BIA) at any time file a voluntary assignment in bankruptcy or a proposal pursuant to the commercial reorganization provisions of the BIA if and when the Petitioner determines that such a filing is appropriate.

60. The Debtors, under the direction of the Monitor, is hereby at liberty to apply for such further interim or interlocutory relief as it deems advisable within the time limited for Persons to file and serve Responses to the Petition.

61. Leave is hereby granted to hear any application in these proceedings on two (2) clear days' notice after delivery to all parties on the Service List of such Notice of Application and all affidavits in support, subject to the Court in its discretion further abridging or extending the time for service.

62. Any interested party (including the Petitioner and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to all parties on the Service List and 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.

63. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

64. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the Order Date.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Katie Mak / Evan Cobb

☐ Party ☒ Lawyer for the Petitioner

BY THE COURT

REGISTRAR

Schedule "A"
