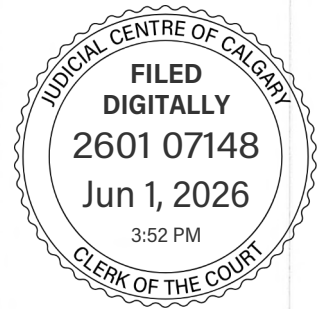


COURT FILE NUMBER 2601-07148
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp



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

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

APPLICANTS

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

DOCUMENT

AFFIDAVIT NO. 3 OF DARREL NOEL MONETTE

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY
FILING THIS
DOCUMENT

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

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

File No.: 063030-01

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

AFFIDAVIT OF:

DARREL NOEL MONETTE

SWORN ON:

June 1, 2026

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

1. I am the sole voting shareholder of the Monette Farms group (the "**Group**"). The Group is comprised of Monette Farms Ltd. ("**Monette Farms**"), NexGen Seeds Ltd., Monette Farms Ontario Corp., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE Inc., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the "**Applicants**"), and also includes three limited partnerships, being Monette Farms Land LP, Monette Farms Land II LP, and Monette Farms BC LP (together, the "**LPs**"). I am director, president, and Chief Executive Officer of each of the Applicants.
2. In these roles, my primary responsibilities include overseeing and managing the operations and assets of the Group, making strategic business decisions, and acting as the primary point of contact with the Group's management teams and advisors. As a result, I have personal knowledge of the facts and matters deposed to, except where stated to be based on information and belief, and where so stated I do verily believe the same to be true.
3. I am authorized to swear this affidavit as a corporate representative of the Group.
4. In preparing this affidavit, I consulted with the Group's management teams and advisors. I have also reviewed relevant documents and information concerning the Group's operations and financial affairs.
5. All references to currency in this affidavit are references to Canadian dollars, unless otherwise indicated.
6. On April 17, 2026, I swore an affidavit (the "**First Monette Affidavit**") in support of an originating application by the Applicants for an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act* R.S.C. 1985, c C-36, as amended (the "**CCAA**"). The Initial Order was granted on April 21, 2026.
7. On April 28, 2026, I swore an affidavit (the "**Second Monette Affidavit**") in support of an application by the Applicants for an amended and restated initial order (the "**ARIO**"). The ARIO was pronounced on May 1, 2026.
8. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the ARIO.

I. RELIEF REQUESTED

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

other things:

- a. an order (the "**SISP Approval Order**") pursuant to the CCAA, among other things:
 - i. if necessary, abridging the time for service and deeming service of the Application and supporting materials to be good and sufficient;
 - ii. approving the sale and investment solicitation process (the "**SISP**") attached as Schedule "B" to the SISP Approval Order and authorizing and empowering the Applicants and FTI Consulting Inc. in its capacity as court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") to implement the SISP and to perform all steps and actions required of them pursuant to the SISP;
 - iii. providing that the Monitor shall incur no liability or obligation as a result of their engagement or the carrying out of their mandate under the SISP Approval Order, save and except for gross negligence or wilful misconduct on their part; and
 - iv. approving the expedited sale approval and vesting order process (the "**Expedited SAVO Process**") in relation to the sale of real property assets owned by the Group and located in the Provinces of British Columbia, Saskatchewan, and Manitoba (collectively, the "**Canadian Lands**"), where the proposed aggregate purchase price of each sale is equal to or less than \$30,000,000;
- b. an order (the "**Stay Extension Order**"), among other things:
 - i. if necessary, abridging the time for service and deeming service of the Application and supporting materials to be good and sufficient; and
 - ii. extending the Stay Period (as defined in the ARIO) from June 19, 2026, up to and including November 13, 2026, or such other date this Honourable Court deems appropriate (the "**Stay Extension**"); and
- c. such further and other relief as this Honourable Court deems just.

II. OVERVIEW AND UPDATE SINCE THE ARIO

10. Since the granting of the ARIO, the Group, in close consultation and with the assistance of the Monitor, has been working in good faith and with due diligence to:
 - a. stabilize their businesses and operations;

- b. engage with its suppliers, vendors, employees, contractual counter parties, regulatory authorities, and other stakeholders regarding these CCAA proceedings, the Applicants' business, and various other issues;
- c. work with US counsel to the Foreign Representative (as defined herein) to continue the Chapter 15 Case (as defined herein);
- d. engage an independent contractor to act as financial liaison in these CCAA proceedings, oversee the Group's compliance with the debtor-in-possession financing term sheet attached as Appendix "C" to the Pre-Filing Report of the Proposed Monitor dated April 18, 2026 (the "**Term Sheet**"), and provide strategic support on operations, working capital management, and asset monetization initiatives;
- e. develop the SISP, in consultation with the Monitor, the DIP Agent (as defined in the ARIO), and the Existing Senior Secured Agent (as defined in the Term Sheet, and together with the DIP Agent, the "**Lender Agent**");
- f. proceed with identifying and initiating the engagement of licensed real estate brokers in accordance with the SISP (the "**Property Brokers**"); and
- g. respond to various correspondence regarding interest of various third parties in purchasing portions of the Group's Property prior to the commencement of the SISP.

a. Chapter 15 Proceedings

- 11. On April 21, 2026, the Monitor, as foreign representative of the Group (in such capacity, the "**Foreign Representative**"), initiated proceedings (the "**Chapter 15 Case**") in the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**") under chapter 15 of Title 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**") on behalf of the Group.
- 12. On May 13, 2026, the US Bankruptcy Court granted an order under the Bankruptcy Code which, among other things, (a) recognized the Monitor as Foreign Representative, (b) recognized this CCAA proceeding as a foreign main proceeding pursuant to sections 1515, 1517 and 1520 of the Bankruptcy Code, and (c) recognized and enforced the Initial Order and ARIO in the US (the "**Recognition Order**"). A copy of the Recognition Order is attached hereto and marked as **Exhibit "A"**.

b. Scotia New Life Policy Debt

- 13. On May 1, 2026, the Honourable Justice M.H. Bourque granted an order (the "**Lift Stay Order**"), upon the consent of counsel for the Applicants, the Monitor, and the Bank of Nova Scotia ("**Scotia Wealth**") with respect to the Life Insurance Policy (as defined in the Lift Stay Order), which, among other things:

- a. provides that the Stay Period shall not apply to Scotia Wealth in respect of: (i) making demands related to its facility agreement dated September 17, 2024; (ii) taking steps to collapse or cause the collapse of the Life Insurance Policy; (iii) taking steps to have the cash surrender value under the Life Insurance Policy paid to Scotia Wealth; and (iv) any other actions or steps necessary to give effect to the foregoing; and
 - b. that Monette Farms shall forthwith execute any documents required to effect the collapse or surrender of the Life Insurance Policy, which Scotia Wealth shall hold in trust until May 26, 2026 (the "**Policy Deadline**"), unless otherwise agreed to between Scotia Wealth, Monette Farms, and the Monitor.
14. On May 4, 2026, Monette Farms received a demand letter sent by counsel to Scotia Wealth (the "**Demand Letter**"), which, among other things, demanded repayment of the Scotia Wealth indebtedness by May 25, 2026, and issued the corresponding *Farm Debt Mediation Act*, Notice of Intent by Secured Creditor.
15. The Demand Letter is attached hereto and marked as **Exhibit "B"**.
16. The Group executed and provided to Scotia Wealth various surrender documentation pursuant to its obligations described above.
17. Notwithstanding that the Policy Deadline has passed, the Group and the Monitor have been working diligently and pursuing without prejudice negotiations with Scotia Wealth's counsel to reach a resolution of these issues. The Group's intention is to attempt to retain the Life Insurance Policy. Currently, the Life Insurance Policy remains outstanding, but remains subject to Scotia Wealth's discretion and is dependent on continued progress of negotiations.

c. FCC Loan Agreement

18. Pursuant to paragraphs 13(b) and 42(a) of the ARIO, respectively, (i) the Group was authorized to dispose of or sell all breeding and feeder cattle owned or controlled by the Group (the "**Cattle**") without further order of this Court; and (ii) any such Cattle upon which Farm Credit Canada ("**FCC**") has a first ranking security interest (the "**FCC Priority Collateral**") ranked in priority to the DIP Lenders' Charge and Directors' Charge (each as defined in the ARIO).
19. Paragraph 49 of the ARIO provides that, where the Group sells any FCC Priority Collateral, the Group is authorized and directed to distribute such proceeds of sale to FCC through such payment arrangements as otherwise directed by FCC without further order of this Court.
20. As at May 22, 2026, sufficient proceeds had been realized from the sale of FCC Priority Collateral to fully repay the FCC Facility (as defined in the ARIO), together with FCC's legal fees. Proceeds from

Cattle sales will now be remitted to the Monitor and applied by the Group, under the Monitor's oversight, to fund ongoing operations and satisfy any remaining liabilities of the Applicants.

d. Hafford Transaction Closing

21. On May 1, 2026, this Court granted the Hafford Sale Approval and Vesting Order, pursuant to which Monette Farms and Monette Farms Land II LP were authorized to complete a sale transaction of certain properties located in Hafford, Saskatchewan (the "**Hafford Transaction**"). Further details regarding the Hafford Transaction can be found in the Second Monette Affidavit at paragraphs 36 to 39.
22. The Hafford Transaction closed on May 13, 2026. I was advised by counsel to the Group, Cassels Brock & Blackwell LLP ("**Cassels**"), that sale proceeds were received by the Monitor and following title being updated at the Saskatchewan Land Titles Registry on May 25, 2026, those proceeds were distributed to the Syndicate to reduce the amount outstanding under the Senior Facilities (as defined in the First Monette Affidavit).

III. SISP APPROVAL ORDER

a. Approval of SISP

23. The SISP is intended to solicit interest in and opportunities for one or more transactions, including: (i) a sale of all or part of the Property (a "**Sale Proposal**"); (ii) a purchase of specific real property assets (a "**Land Purchase Proposal**"); (iii) an investment in, or restructuring or recapitalization of, the Group's business (an "**Investment Proposal**"); or (iv) a refinancing of the Applicants' indebtedness (a "**Refinancing Proposal**"), or some combination thereof (each a "**Transaction**").
24. The SISP was developed with the assistance of the Monitor, in consultation with the Lender Agent, taking into account the financial circumstances of the Group. The SISP sets out the structure, including milestones and criteria, for which the Monitor, in consultation with the Group, applicable Property Brokers and Lender Agent, will market and solicit interest and/or offers to purchase the Property.
25. Any sale of the Property or investment in the Group's business will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Applicants, the Monitor, the applicable Property Brokers, or any of their respective agents, advisors, or estates.
26. In accordance with the SISP, the Monitor will prepare and distribute a teaser letter, non-disclosure agreement ("**NDA**") and confidential information memorandum, and establish and administer an electronic data room (the "**Data Room**") to provide due diligence materials to qualified potential bidders.
27. The proposed SISP contemplates the following milestone dates:
 - a. a commencement date of June 29, 2026;

- b. on June 29, 2026, a teaser letter and NDA will be sent to all Known Potential Bidders (as defined in the SISP);
- c. Binding Bids (as defined in the SISP) will be due on October 15, 2026 (the "**Binding Bid Deadline**");
- d. Successful Bids (as defined below) will be selected on an ongoing basis, and the Group shall seek approval of any successful bids by no later than:
 - i. October 31, 2026, with respect to Successful Bids submitted prior to or on September 1, 2026; and
 - ii. the SISP Termination Date (as defined herein), with respect to Successful Bids submitted between September 2, 2026, and the Binding Bid Deadline; and
- e. the SISP will terminate upon the earlier of (the "**SISP Termination Date**):
 - i. 11:59 p.m. on the date after the Group fully repays the DIP Obligations and Existing Senior Secured Obligations (each as defined in the Term Sheet); and
 - ii. 12:00 p.m. on November 30, 2026, or such later time as may be extended upon written consent of the Monitor and Lender Agent.

28. The milestones in the SISP comply with the milestones set out in the Term Sheet, and the various deadlines therein may be extended at the discretion of the Monitor, in consultation with the Group and applicable Property Brokers, and with the prior written consent of the Lender Agent.

29. Key terms of the SISP include, among others:

- a. the SISP shall be overseen by the Monitor, with the assistance of the Group and the applicable Property Brokers;
- b. the SISP involves the Monitor, in consultation with the Group, the applicable Property Brokers, the Lender Agent and the Syndicate's Financial Advisor, preparing a teaser letter and information regarding the SISP, and preparing and hosting the Data Room with information deemed relevant to the Opportunity (as defined in the SISP);
- c. Potential Bidders (as defined in the SISP) seeking to submit Sale Proposals, Investment Proposals or Refinancing Proposals must execute a NDA and submit an interest letter in accordance with the SISP, whereas prospective purchasers submitting Land Purchase Proposals are not required to execute an NDA unless they request access to the Data Room;

- d. Successful Bidders (as defined in the SISP) for Land Purchase Proposals will be required to provide a deposit of not less than 5% of the purchase price (or, in the case of an Investment Proposal, as otherwise set out in the SISP), to be held by the Monitor in accordance with the SISP;
- e. any transaction shall occur on an "as is, where is" basis;
- f. Binding Bids must comply with the requirements set out in the SISP, including being irrevocable, accompanied by evidence of financial capability, not conditional on further due diligence, and delivered in the form of a definitive transaction agreement;
- g. Binding Bids will be evaluated by the Monitor, in consultation with the Group, the applicable Property Brokers and the Lender Agent, having regard to factors including price, certainty of closing, financial capacity of the bidder, transaction structure, timing, and overall stakeholder impact;
- h. the Monitor, with the consent of the Group and the Lender Agent, and in consultation with the applicable Property Brokers, may designate Binding Bids that comply with the requirements of the SISP as "**Qualified Bids**";
- i. any Qualified Bids determined by the Monitor, with the consent of the Lender Agent and the Group, as successful bids shall be a "**Successful Bid**";
- j. in the event that the Monitor does not receive consent from each of the Lender Agent and the Group as to whether any bid should be designated as a Qualified Bid or a Successful Bid, the Monitor shall file one or more reports with the Court setting out its findings, conclusions, and recommendations in respect of such bid; and
- k. subject to Court approval, the Group and the Monitor shall facilitate closing of the transactions contemplated by any Successful Bids.

30. I am supportive of the SISP for the following reasons, among others:

- a. the SISP provides a fair and transparent process, and the proposed timelines to market and solicit a transaction are appropriate given the size and nature of the Property and the Group's business;
- b. the SISP provides sufficient procedures and timelines to ensure that interested parties demonstrate both the willingness and ability to consummate a transaction, while not being so burdensome to discourage participation;

- c. the broad flexibility of the SISP allows the Applicants to solicit the highest value available for the Property and the Group's business and to liquidate to alleviate debt for the benefit of all stakeholders;
- d. the Monitor and DIP Lenders (as defined in the ARIO) are supportive of the proposed SISP; and
- e. the SISP will be administered by the Monitor, with the assistance of the Group and the applicable Property Brokers. In addition, the Monitor will require the consent and approval of the Lender Agent in connection with certain material decisions related to the SISP, including Property Broker selection, listing prices, designation of Qualified Bids and Successful Bids, extensions of SISP deadlines, waivers of Binding Bid requirements, and the amendment, modification, suspension or termination of the SISP.

31. Further, the SISP contemplates that the Group engage Property Brokers on terms and conditions satisfactory to the Monitor and the Lender Agent by no later than June 15, 2026. The Applicants, in consultation with the Monitor and Lender Agent, determined that engaging Property Brokers is necessary and appropriate in the circumstances. In particular, the Group holds a significant number of properties across diverse geographic markets, each requiring specialized local knowledge. The use of Property Brokers is expected to enhance the marketing and sale of these assets, maximizing value. The Property Brokers will assist with, among other things, identifying and contacting potential purchasers or investors, coordinating the due diligence process, and advising on pricing and marketing strategies.
32. The Applicants believe that engaging Property Brokers will improve the efficiency and integrity of the sale process, increase exposure of the underlying assets to a wider pool of qualified parties, and thereby maximize recoveries for the benefit of stakeholders. The process for selecting and retaining the Property Brokers, including the terms of their engagement, will be undertaken in consultation with, and subject to the approval of, the Monitor and the Lender Agent to ensure that such engagement is commercially reasonable and aligned with the overarching objectives of this proceeding.
33. The process of engaging Property Brokers is well underway in each applicable jurisdiction. The Group has issued several requests for proposals from local brokers in each jurisdiction and is in active negotiation with several of those brokers. The Group anticipates retaining all Property Brokers by the deadline specified in the SISP.
34. Accordingly, the SISP is reasonable in the circumstances and provides an opportunity to achieve a successful transaction and maximize returns for the benefit of the Group's stakeholders.

b. Expedited SAVO Process

35. The Applicants are seeking an Expedited SAVO Process to facilitate an orderly, efficient, and cost-effective process for Court supervision of the sale of Canadian Lands where the aggregate purchase price is equal to or less than \$30,000,000.
36. Where a Successful Bid is designated pursuant to the SISP in respect of a proposed expedited transaction for the sale of one or more of the Canadian Lands at an aggregate purchase price equal to or less than \$30,000,000 (the "**Expedited Transaction**"), and one or more members of the Group enter into a purchase and sale agreement (a "**Purchase and Sale Agreement**"), the Expedited SAVO Process contemplates an expedited process for court-approval as follows:
- a. the Monitor will deliver a certificate (the "**Sale Endorsement Certificate**"), wherein the Monitor will:
 - i. identify any Encumbrances, or Encumbrances as being submitted for registration on the Certificate(s) of Title to the real property to which the Sale Endorsement Certificate pertains, subsequent to the Encumbrance Record Date ("**Subsequent Encumbrances**");
 - ii. identify any leasehold interest registered against the Certificate(s) of Title to the real property to which the Sale Endorsement Certificate pertains;
 - iii. certify that the Expedited Transaction is a Land Purchase Proposal that has been designated as a Successful Bid in accordance with the SISP and has been approved in writing by the Lender Agent; and
 - iv. certify that the Expedited Transaction is a transaction for the sale of one or more Canadian Lands for a sale price equal to or less than \$30,000,000, and the Monitor approves of the Expedited Transaction;
 - b. the Applicants will then file an application (the "**Expedited SAVO Application**"), with the following materials submitted in support:
 - i. the Sale Endorsement Certificate;
 - ii. a form of Sale Approval and Vesting Order (the "**Expedited SAVO**"); and
 - iii. the Purchase and Sale Agreement pertaining to the Expedited Transaction with the purchase price redacted (or any information which allows the reader to calculate the purchase price, such as the amount of any deposit);
 - c. the Expedited SAVO Application will be served on the Monitor, the Lender Agent,

Subsequent Encumbrance holders, or parties with leasehold interests that are to be discharged or terminated by any proposed Expedited SAVO. Parties shall have seven days after the service of the Expedited SAVO Application to submit reply materials; and

- d. the Expedited SAVO Application shall proceed by “desk application” following the expiry of the applicable response period.

37. As discussed further in my First Monette Affidavit at paragraphs 80 to 90, the Group owns approximately 274,000 acres of land across the provinces of Alberta, Saskatchewan, Manitoba, and British Columbia, and the States of Montana, Colorado, and Arizona.

38. In light of the number of real property assets held by the Group and given the relatively modest value of the Expedited Transactions contemplated under the Expedited SAVO Process relative to the value of the Group's real estate portfolio, requiring a full oral hearing for each individual sale would be economically inefficient and, in the circumstances of any Expedited SAVO Application, disproportionate to the value of the underlying transaction. Requiring an oral hearing for every Transaction, regardless of purchase price, would risk decreasing the net value realized from these assets by having proceeds be used to pay professional fees instead of supporting continued operations and repaying debts, to the detriment of the Applicants, their creditors, and other stakeholders.

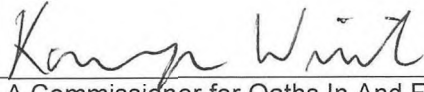
39. Additionally, the Syndicate constitutes the first-ranking secured creditor with registered security against the Canadian Lands. I am advised by Cassels and its local agents that, based on its initial review of the real property titles in anticipation of this CCAA, the Group does not expect many, if any, encumbrances with material interests ranking behind the Syndicate on the Canadian Lands. The requirement for written approval from the Lender Agent, together with the provision for service of the Expedited SAVO Application on holders of Subsequent Encumbrances and any affected leasehold interest holders, ensures that all interested parties receive appropriate notice and an opportunity to protect their interests. Further, any Expedited Transaction will be subject to the approval of the Monitor. As such, the proposed Expedited SAVO Process does not result in material prejudice to any stakeholder.

40. Instead, the Expedited SAVO Process will facilitate the timely completion of smaller-value transactions by reducing administrative burden, legal costs, and demands on Court resources. This streamlined process will enable such transactions to close more efficiently and at lower cost, thereby maximizing recoveries for the benefit of the Applicants' stakeholders.

IV. Stay Extension Order

41. The Stay Period expires on June 19, 2026. Accordingly, the Applicants seek the extension of the Stay Period up to and including November 13, 2026, or such other date the Court deems appropriate.

This is Exhibit "A" to the Affidavit of Darrel Noel Monette sworn this 1st day of June, 2026



A Commissioner for Oaths In And For the
Province of Alberta

KAMRYN WIEST
Barrister and Solicitor

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

Monette Farms Ltd., *et al.*,¹

Debtors in a Foreign Proceeding.

Chapter 15

Case No. 26-10547-LSS

(Jointly Administered)

ORDER GRANTING VERIFIED PETITION FOR (I) RECOGNITION OF FOREIGN MAIN PROCEEDINGS, (II) RECOGNITION OF FOREIGN REPRESENTATIVE, AND (III) RELATED RELIEF UNDER CHAPTER 15 OF THE BANKRUPTCY CODE

Upon consideration of the *Verified Petition for (I) Recognition of Foreign Main Proceedings (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [D.I. 4] (the “Verified Petition”, together with the chapter 15 petitions filed for each of the Debtors, the “Chapter 15 Petitions”),² the Helkaa Declaration, the Supplemental Helkaa Declaration,³ the Oliver Declaration, the Supplemental Oliver Declaration,⁴ the Supplemental Brief,⁵ and the Provisional Relief Motion (together, the “Chapter 15 Pleadings”), filed on April 21, 2026 or May 11, 2026, by or on behalf of the Foreign Representative, FTI

¹ The Debtors in these Chapter 15 cases, along with the last four digits of each Debtor’s U.S. Federal Employer Identification Number (“FEIN”) or Canada Revenue Agency Business Number (“BN”), are: Monette Farms Ltd. (BN 0221); Monette Land Corp. (BN 9609); DMO Holdings Ltd. (BN 3689); Goat’s Peak Winery Ltd (BN 0281); Monette Farms BC Ltd. (BN 3314); Monette Farms Ontario Corp. (BN 3538); NexGen Seeds Ltd. (BN 3684); Monette Produce Ltd. (BN 0959); Monette Seeds Ltd. (BN 5307); Monette Farms Land GP Ltd. (BN 9220); Monette Farms Land II GP Ltd. (BN 2423); Monette Farms BC GP Ltd. (BN 0958); DMO Holdings USA, Inc. (FEIN 7641); 1012595 DE Inc. (FEIN 4459); Monette Seeds USA LLC (FEIN 7430); Monette Farms Arizona, LLC (FEIN 4502); Monette Farms USA, Inc. (FEIN 2442); Monette Produce, LLC (FEIN 9419). The Debtors’ executive headquarters are located at: 280023 Range Road 14, Rocky View County, AB T4B 4L9, Canada. The Foreign Representative’s service address for purposes of these Chapter 15 Cases is 520 5th Ave SW, Suite 1610, Calgary, AB T2P 3R7, Canada.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Verified Petition.

³ See *Supplemental Declaration of Deryck Helkaa in Support of Verified Petition* [D.I. 40].

⁴ See *Supplemental Declaration of Jeffery Oliver in Support of Verified Petition* [D.I. 41].

⁵ See *Supplement in Support of Verified Petition for (I) Recognition of Foreign Main Proceedings (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [D.I. 39].

Consulting Canada Inc. (“FTI”), in its capacity as the duly authorized foreign representative of the above captioned debtors (the “Debtors”), which are the subject of the proceedings (the “Canadian Proceedings”) under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the “CCAA”), pending before the Court of King’s Bench of Alberta (the “Canadian Court”), and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and it appearing that venue is proper before this Court pursuant to 28 U.S.C. § 1410; and the Court having considered and reviewed the Chapter 15 Pleadings and having held a hearing to consider the relief requested in the Chapter 15 Petitions (the “Hearing”); and it appearing that timely notice of the filing of the Chapter 15 Pleadings and the Hearing has been given pursuant to the *Order Scheduling Recognition Hearing and Specifying the Form and Manner of Service of Notice* and that no other or further notice need be provided; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

A. The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. These cases were properly commenced pursuant to sections 1504, 1509 and 1515 of the title 11 of the United States Code (the “Bankruptcy Code”), and the Chapter 15 Petitions meet the requirements of sections 1504 and 1515 of the Bankruptcy Code.

C. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012.

D. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P).

E. Venue is proper in this district pursuant to 28 U.S.C. § 1410.

F. The Canadian Proceedings are “foreign proceedings” within the meaning of section 101(23) of the Bankruptcy Code.

G. Canada is the center of main interests of each of the Debtors and, accordingly, the Canadian Proceedings are “foreign main proceedings” within the meaning of sections 1502(4) and 1517(b)(1) of the Bankruptcy Code and are entitled to recognition as foreign main proceedings in respect of each of the Debtors.

H. The Foreign Representative, FTI, is a “person,” as such term is defined in section 101(41) of the Bankruptcy Code, has been duly appointed by the Debtors, and has been declared by the Canadian Court as authorized to act as the “foreign representative” with respect to the Canadian Proceedings within the meaning of section 101(24) of the Bankruptcy Code.

I. The Foreign Representative has satisfied the requirements set forth in Bankruptcy Rules 1007(a)(4) and 2002(q).

J. The Canadian Proceedings are entitled to recognition by the Court pursuant to section 1517(a) of the Bankruptcy Code, and the Debtors have satisfied the eligibility requirements of section 109(a) of the Bankruptcy Code, as applicable.

K. The Debtors and the Foreign Representative are entitled to all of the relief set forth in section 1520 of the Bankruptcy Code.

L. Appropriate notice of the filing of, and the Hearing on, the Chapter 15 Cases was given, is deemed adequate for all purposes, and no other or further notice need be given.

M. The relief granted hereby is necessary and appropriate, in the interests of the public and of international comity, not inconsistent with the public policy of the United States, and warranted pursuant to the Bankruptcy Code.

N. The relief granted hereby is necessary to effectuate the purposes and objectives of chapter 15 and to protect the Debtors, their property and the interests of their creditors and other parties in interest.

O. Absent the relief granted hereby, the Debtors and their directors and officers may be subject to the prosecution of judicial, quasi-judicial, arbitration, administrative or regulatory actions or proceedings in connection with the Canadian Proceedings or otherwise against the Debtors and their directors and officers or their property, thereby interfering with and causing harm to the Debtors, their creditors, and other parties in interest and, as a result, the Debtors, their creditors, and such other parties in interest would suffer irreparable injury for which there is no adequate remedy at law.

P. Each of the injunctions contained in this Order (i) is within the Court's jurisdiction, (ii) is essential to the success of the Debtors' restructuring in the Canadian Proceedings, (iv) confers material benefits on, and is in the best interests of, the Debtors and their creditors, and (v) is important to the overall objectives of such restructuring.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Chapter 15 Petitions and the Relief Requested are granted as set forth herein.

2. The Canadian Proceedings are granted recognition with respect to each of the Debtors as foreign main proceedings (as defined in section 1502(4) of the Bankruptcy Code) pursuant to sections 1517(a) and (b)(1) of the Bankruptcy Code.

3. FTI is recognized as the “foreign representative” as defined in section 101(24) of the Bankruptcy Code in respect of the Canadian Proceedings.

4. The Debtors and the Foreign Representative are granted all of the relief set forth in section 1520 of the Bankruptcy Code including, without limitation, the application of the protection afforded by the automatic stay under section 362(a) of the Bankruptcy Code to the Debtors and their property that is now within or in the future is located within the territorial jurisdiction of the United States.

5. The Initial Order and the Amended and Restated Initial Order (to the extent it supersedes the Initial Order), including any and all existing and future extensions, amendments, restatements, and/or supplements authorized by the Canadian Court, are hereby recognized, enforced, and given full force and effect on a final basis in the United States to the same extent that they are given effect in Canada.

6. Pursuant to 11 U.S.C. §§ 1521(a)(1)–(3), and (7), all persons and entities, other than the Foreign Representative and its representatives and agents, are hereby enjoined (to the extent they have not been stayed under section 1520(a)) from:

- a. execution against the Debtors or their property;
- b. the commencement or continuation, including the issuance or employment of process, of a judicial, quasi-judicial, administrative, regulatory, arbitral, or other action or proceeding, or to recover a claim, including, without limitation, any and all unpaid judgments, settlements or otherwise against the Debtors;
- c. taking or continuing any act to create, perfect, or enforce a lien or other security interest, setoff or other claim against the Debtors or any of their property or proceeds thereof;

- d. transferring, relinquishing, or disposing of any property of the Debtors to any person or entity (as that term is defined in section 101(15) of the Bankruptcy Code);
- e. commencing or continuing an individual action or proceeding concerning the Debtors assets, rights, obligations or liabilities;
- f. declaring or considering the filing of the Canadian Proceedings or the Chapter 15 Cases a default or event of default under any agreement, contract, lease, or arrangement of the kind described in section 365(e) of the Bankruptcy Code;

provided, in each case, that such injunctions shall be effective solely within the territorial jurisdiction of the United States; and *provided further* that nothing herein shall: (x) prevent any entity from filing any claims against the Debtors in the Canadian Proceedings or (y) prevent any entity from seeking relief from the Canadian Court in the Canadian Proceedings or this Court in these Chapter 15 Cases, as applicable, for relief from the injunctions contained in the Order.

7. Pursuant to 11 U.S.C. § 1521(a)(6), all prior relief granted to the Debtors or the Foreign Representative by this Court pursuant to section 1519(a) of the Bankruptcy Code shall be extended and that certain *Order Granting Provisional Relief* [D.I. 33] (the “Provisional Relief Order”) shall remain in full force and effect on a final basis, notwithstanding anything to the contrary contained therein.

8. Any loans made by the DIP Lenders in accordance with the DIP Term Sheet are extended in “good faith” as contemplated by section 364(e) of the Bankruptcy Code, such that the validity of DIP Loans, and the priority of the DIP Lender’s Charge in respect of the Debtors’ property located within the territorial jurisdiction of the United States shall not be affected by any reversal or modification of the Provisional Relief Order or this Order on appeal unless the validity of DIP Loans or the priority of the DIP Lender’s Charge were stayed pending appeal.

9. The Foreign Representative, the Debtors, and their respective agents are authorized to serve or provide any notices required under the Bankruptcy Rules or local rules of this Court.

10. The Foreign Representative, the Debtors, and/or each of their respective successors, agents, representatives, advisors, or counsel shall be entitled to the protections contained in sections 306 and 1510 of the Bankruptcy Code.

11. Notwithstanding any provision in the Bankruptcy Rules to the contrary, including, but not limited to, Bankruptcy Rules 7062 and 1018, (i) this Order shall be effective immediately and enforceable upon its entry; (ii) the Foreign Representative and the DIP Lender are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order; and (iii) the Foreign Representative and the Debtors are authorized and empowered, and may in their discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Order.

12. A copy of this Order shall be served (i) within five (5) business days of its entry, by electronic mail to the extent email addresses are available and otherwise by U.S. mail, overnight or first-class postage prepaid, upon the Core Notice Parties (as defined in the *Motion of Foreign Representative for Entry of an Order Scheduling Recognition Hearing and Specifying the Form and Manner of Service of Notice* [Doc. No. 8]) and such other entities as the Court may direct. Such service shall constitute good and sufficient service and adequate notice for all purposes.

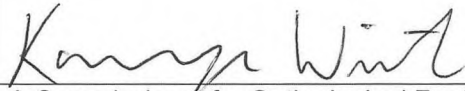
13. The Court shall retain jurisdiction with respect to the enforcement, amendment, or modification of this Order, any request for additional relief and any request by an entity for relief from the provisions of this Order, for cause shown, that is properly commenced and within the jurisdiction of the Court.

14. This Order shall constitute a final order within the meaning of 28 U.S.C. § 158(a).

Dated: May 13th, 2026
Wilmington, Delaware


LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

This is **Exhibit "B"** to the Affidavit of **Darrel Noel Monette** sworn this 1st day of **June, 2026**



A Commissioner for Oaths In And For the
Province of Alberta

KAMRYN WIEST
Barrister and Solicitor

DUNCAN CRAIG LLP
LAWYERS MEDIATORS

Our File: 399-223327

Your File:

Lawyer: **Zachary Soprovich**
Telephone: 780.409.4428
Email: zsoprovich@dcllp.com
Fax: 780.428.9683

May 4, 2026

Via Courier
Via Email: joliver@cassels.com

Monette Farms Ltd.
c/o Cassels, Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3rd Street SW, Calgary AB T2P 5C5

Monette Farms Ltd.
c/o Lawson Lundell LLP
600 – 105, 21st Street East
Saskatoon, SK S7K 0B3

Re: Indebtedness Owing to The Bank of Nova Scotia (also known as Scotia Wealth) ("Scotia Wealth") by Monette Farms Ltd. (the "Borrower")

Our office acts as legal counsel to Scotia Wealth in relation to the recovery of the outstanding indebtedness owing to it by the Borrower under a Credit Facility Agreement dated September 17, 2024 (as amended) (the "Credit Facility").

This letter is also issued pursuant to the Order granted by Justice Bourque on May 1, 2026 in the Borrower's CCAA proceedings which lifted the stay of proceedings against Scotia Wealth for certain limited purposes.

The Borrower is indebted to Scotia Wealth pursuant to the terms and conditions of Credit Facility in the amount of **\$7,747,772.27 as of April 30, 2026**, plus further interest, costs and legal and advisory professional fees.

On behalf of Scotia Wealth, we demand from the Borrower payment of aforementioned indebtedness. The indebtedness must be paid **on or before May 25, 2026**. Prior to payment, please contact our office and we will provide an updated payout statement and amount owing.

Additionally, we enclose for service upon the Borrower in accordance with the *Farm Debt Mediation Act*, Notice of Intent by Secured Creditor.

As noted in our discussions last week, Scotia Wealth is open to receiving and reviewing any proposal of your client, on or before May 25, 2026, to otherwise resolve this matter, subject to Scotia Wealth's review and approval.

www.dcllp.com

4140-4541-6808.v2

780.428.6036 ■ 1.800.782.9409 ■ Fax: 780.428.9683
2800 Rice Howard Place, 10060 Jasper Avenue, Edmonton, Alberta T5J 3V9

Duncan Craig LLP

May 4, 2026

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Finally, while we are issuing this demand to Lawson Lundell LLP as well (as their address is within the Borrower's corporate search), we confirm our prior discussions and correspondence with Mr. Oliver from Cassels (CCAA counsel).

Yours truly,

DUNCAN CRAIG LLP

Per:



ZACHARY SOPROVICH

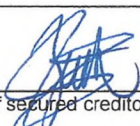
ZS/cy

NOTICE OF INTENT BY SECURED CREDITOR

Applicable to Commercial Farmers Only

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security, plus service time. A copy of this notice must be sent to the Farm Debt Mediation Service (FDMS) Administrator.

| | | | | |
|---|------------------------|--|---|------------------------|
| As required under Section 21 of the Farm Debt Mediation Act, you are hereby notified that it is the intent of: | | | | |
| Secured creditor name and address | | | | |
| Name of secured creditor THE BANK OF NOVA SCOTIA (also known as Scotia Wealth) | | | | |
| Email address of secured creditor or authorized representative zsprovich@dclp.com | | | Phone number of secured creditor or authorized representative 780-409-4428 | |
| To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of: | | | | |
| Farmer's address | | | | |
| Full name of farmer or business name Monette Farms Ltd. | | | | |
| Unit/Suite/Apt. 600 - 105 | Street Number 21 | Number Suffix | Street Name Street | Street Type |
| Street direction E | PO Box or Route Number | Municipality (City, Town, etc.) Saskatoon | Province Saskatchewan | Postal code S7K 0B3 |
| The security being (type(s) of security) | | | on (asset(s)) | |
| Assignment of Life Insurance Policy # 3941850 | | | (cash sale value under said policy) | |
| Assignment of Life Insurance Policy # W876,939-9 | | | (cash sale value under said policy) | |



 Signature of secured creditor or authorized representative

2026-05-04

 Date

If you are currently engaged in commercial farming, you are hereby notified of this intended action and advised of your right to apply for a review of your financial affairs, mediation with your creditors, and a stay of proceedings.

The FDMS is a free service offered by the Government of Canada. You can apply for mediation and a stay of proceedings at any time, including before, during, or after the 15 business day period, by submitting an application to the FDMS. The FDMS provides a qualified farm financial consultant to review your finances and to prepare a recovery plan for your mediation meeting. FDMS also provides a qualified mediator to help you and your creditors reach a mutually acceptable arrangement.

Contact the FDMS

| | |
|--|--|
| Website: agriculture.canada.ca/fdms Email: aafc.fdms-smmea.aac@agr.gc.ca Phone toll free: 1-866-452-5556 Fax toll-free: 1-833-902-8388 | Mailing Address Farm Debt Mediation Service Agriculture and Agri-Food Canada Box 3200 Winnipeg MB R3C 1M8 |
|--|--|

Farm Debt Mediation Services Privacy Notice

Your personal information will be handled in accordance with the [Privacy Act](#). This gives you the right to the protection and correction of, and access to, your personal information. If you have questions regarding how your rights may be exercised, you can contact AAFC's Access to Information and Privacy Director at aafc.atip-aiprp.aac@agr.gc.ca. You also have the right to [file a complaint](#) with the Office of the Privacy Commissioner of Canada concerning AAFC's handling of their personal information. For more details on the collection, use, disclosure, and retention of your personal information, please see the AAFC specific [Farm Debt Mediation Service](#) Personal Information Bank AAFC PPU 227.