Form 27
[Rules 6.3 and 10.52(1)]

Clerk's stamp

COURT FILE NUMBER	2201-08920
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTH AMERICAN LAMB COMPANY LTD., CANADA SHEEP AND LAMB FARMS LTD., CANADA SHEEP HOLDINGS LTD., LAMB CLUB MARKETING LIMITED, CANADA LAMB GROWERS LTD., CANADA LAMB PROCESSORS LTD. and CANINE FAIR LTD.
PARTY FILING THIS DOCUMENT	ERNST & YOUNG INC., IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF THE DEBTOR COMPANIES
DOCUMENT	**APPLICATION** **Re: Amended and Restated Initial Order, Sale and Investment Solicitation Process Order, Restricted Court Access Order**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Norton Rose Fulbright Canada LLP 400 3rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 CANADA Howard A. Gorman, Q.C. / Meghan L. Parker howard.gorman@nortonrosefulbright.com meghan.parker@nortonrosefulbright.com Tel: +1 403.267.8222 Fax: +1 403.264.5973 Lawyers for the Monitor, Ernst & Young Inc. File no.: 1001221818

NOTICE TO RESPONDENTS

This application is made against you. You are a respondent. You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:	
Date:	August 17, 2022 (via Webex at https://albertacourts.webex.com/meet/virtual.courtroom60)
Time:	10:00 A.M.
Where:	Calgary
Before Whom:	The Honourable Justice R.A. Neufeld

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

Remedy claimed or sought

1. Capitalized terms used herein and not otherwise defined have the same meanings as indicated in the Initial Order, granted by the Honourable Madam Justice K.M. Horner on August 8, 2022 (the **Initial Order**).

2. The Applicant, Ernst & Young Inc., in its capacity as Court-appointed Monitor of the Debtor Companies (the **Monitor**), seeks three orders under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the **CCAA**):

    a) an amended and restated initial order (the **Amended and Restated Initial Order**), substantially in the form attached hereto as **Schedule "A"**;

    b) a sale and investment solicitation process order (the **SISP**, the **SISP Order**), substantially in the form attached hereto as **Schedule "D"**;

    c) a restricted court access order (**Restricted Court Access Order**), substantially in the form attached hereto as **Schedule "E"**.

Amended and Restated Initial Order

3. The Monitor seeks the Amended and Restated Initial Order substantially in the form attached hereto as **Schedule "A"**, which shall amend and restate the Initial Order and include provisions:

    a) extending the Stay Period up to and including December 9, 2022, or such further and other date as deemed appropriate by this Honourable Court;

b) increasing the Interim Lender Facility from $1,250,000 to an amount not to exceed $1,500,000, and increasing the Interim Lender's Charge to an amount not to exceed $1,800,000.

c) entitling the Selling Agent (defined below) to the benefit of and granting a charge on the "Property" and "Business" subject to the SISP (and both as defined in the SISP) (the **Selling Agent's Charge**) in an amount not to exceed $500,000 in the aggregate, as security for the fees and expenses payable to the Selling Agent;

d) removing the obligation of the Monitor to seek Court approval prior to the Debtor Companies completing a transaction in respect of livestock, meat from processed livestock, and livestock feed (the **Livestock Assets**) to a third party, with the Monitor taking into account key considerations on terms provided for in the Amended and Restated Initial Order;

e) granting such further and other relief as the Monitor may require and this Honourable Court may permit.

4. A blackline of the proposed Amended and Restated Initial Order to the Alberta template is attached as **Schedule "B"**.

5. A blackline of the proposed Amended and Restated Initial Order to the Initial Order is attached as **Schedule "C"**.

SISP Order

6. The Monitor seeks the SISP Order substantially in the form attached hereto as **Schedule "D"** for the sale of any and all property and business of the Debtor Companies that does not comprise the Livestock Assets, and which includes provisions:

a) approving of the engagement letter with Ernst & Young Orenda Corporate Finance Inc. and Ernst & Young Real Estate Services Inc. (the **Selling Agent**), a redacted copy of which is attached as Appendix "C" to the First Report of the Monitor and an unredacted copy of which is attached as Appendix "A" to the Confidential Supplement to the First Report of the Monitor (the **Engagement Letter**), and approving of the Monitor's entry into the Engagement Letter;

b) approving the engagement of the Selling Agent on the terms of the Engagement Letter;

c) approving of the fees and expenses payable to the Selling Agent as contained in the Engagement Letter;

d) declaring that the Selling Agent shall incur no liability or obligation as a result of its engagement or the carrying out of its mandate under the Engagement Letter, save and except for gross negligence or willful misconduct on its part;

e) approving of the Procedures for the Sale and Investment Solicitation Process, attached as Schedule "A" to the SISP Order;

f) granting such further and other relief as the Monitor may require and this Honourable Court may permit.

Restricted Court Access Order

7. The Monitor seeks a restricted court access order, substantially in the form attached hereto as **Schedule "E"**, in respect of the Confidential Supplement to the First Report of the Monitor.

Grounds for making this application

8. On August 8, 2022 this Court granted the Initial Order, which, among other things:

a) declared that the Debtor Companies are related companies to which the CCAA applies;

b) granted a stay of proceedings up to and including 10 days after the date of the Initial Order;

c) appointed Ernst & Young Inc. as Monitor of the Debtor Companies in these proceedings;

d) granted the Monitor enhanced powers to ensure the Debtor Companies could continue to operate during the course of the CCAA proceedings and to ensure that a restructuring could be pursued.

9. The purpose of this CCAA proceeding is to stabilize the Business and provide time for the Debtor Companies and the Monitor to restructure the Business, engage with key creditors and stakeholders, identify and assess potential restructuring options and review other strategic alternatives to maximize the value of the Debtor Companies for their stakeholders.

10. The Debtor Companies and the Monitor have been acting diligently and in good faith in this CCAA proceeding since the granting of the Initial Order.

11. The relief sought in the Amended and Restated Initial Order, SISP Order, and the Restricted Court Access Order is appropriate.

12. The provisions of the CCAA and the equitable jurisdiction of this Court permit the granting of the Amended and Restated Initial Order, the SISP Order, and the Restricted Court Access Order.

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

Material or evidence to be relied upon

14. The Affidavit of Gary Alexander, sworn August 4, 2022.

15. The Pre-Filing Report of the Monitor and the First Report of the Monitor, both filed, and the Confidential Supplement to the First Report of the Monitor.

16. Such further and other materials of evidence as counsel may advise and this Court may permit.

Applicable Acts and regulations

17. *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

18. *Judicature Act*, R.S.A 2000, c J-2, as amended.

19. *Alberta Rules of Court*, Alta Reg 124/2010.

20. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied upon

21. None.

How the application is proposed to be heard or considered

22. Before the Honourable Justice R.A. Neufeld on the Commercial List via Webex, or so soon thereafter as the Court may permit.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

Schedule A

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTH AMERICAN LAMB COMPANY LTD., CANADA SHEEP AND LAMB FARMS LTD., CANADA SHEEP HOLDINGS LTD., LAMB CLUB MARKETING LIMITED, CANADA LAMB GROWERS LTD., CANADA LAMB PROCESSORS LTD. and CANINE FAIR LTD.	
DOCUMENT	**AMENDED AND RESTATED INITIAL ORDER**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Norton Rose Fulbright Canada LLP 400 3rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 CANADA Howard A. Gorman, Q.C. / Meghan L. Parker howard.gorman@nortonrosefulbright.com meghan.parker@nortonrosefulbright.com Tel: +1 403.267.8222 Fax: +1 403.264.5973 Lawyers for the Monitor File no.: 1001221818	

DATE ON WHICH ORDER WAS PRONOUNCED:	AUGUST 17, 2022
LOCATION OF HEARING OR TRIAL:	CALGARY, ALBERTA
NAME OF JUSTICE WHO MADE THIS ORDER:	HONOURABLE JUSTICE R.A. NEUFELD

UPON the application of Ernst & Young Inc. (the **"Monitor"**) in its capacity as Court-appointed Monitor in respect of the debtor companies, North American Lamb Company Ltd., Canada Sheep and Lamb Farms Ltd., Canada Sheep Holdings Ltd., Lamb Club Marketing Limited, Canada Lamb Growers Ltd., Canada Lamb Processors Ltd. and Canine Fare Ltd. (collectively, the **“Debtor Companies”**); **AND UPON** having read the Application of the Monitor, the Affidavit of Gary Alexander sworn on August 4, 2022 (the “**Alexander Affidavit**”), the Pre-filing Report of the Monitor, the First Report of the Monitor, and the Brief of Law of the Monitor, all filed; **AND UPON** reviewing the initial order granted in the proceedings pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 (the “**CCAA**”) by the Honourable Justice K.M. Horner on August 8, 2022 (the “**Initial Order**”) on the application of Fresh Canada Meats Ltd. (“**FCM**”); **AND UPON** hearing counsel for the Monitor and any other interested parties appearing at the application; **IT IS HEREBY ORDERED AND DECLARED THAT**:

SERVICE

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

APPLICATION

2. The Debtor Companies are companies to which the CCAA, applies.

PLAN OF ARRANGEMENT

3. FCM and/or the Debtor Companies shall have the authority to file and may, subject to further order of this Court, file with this Court plans of compromise or arrangements (the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. The Debtor Companies shall:

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

   (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property;

(c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively **"Assistants"**) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order; and

(d) be entitled to continue to utilize the central cash management system currently in place as described in the Alexander Affidavit or replace it with another substantially similar central cash management system (the **"Cash Management System"**) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Debtor Companies of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Debtor Companies, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

5. To the extent permitted by law, the Debtor Companies shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) the reasonable fees and disbursements of any Assistants retained or employed by the Debtor Companies in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order; and

(c) in accordance with the Cash Flow Forecast, for goods and services supplied to the Debtor Companies, including for periods prior to the date of this Order if, in the opinion of the Monitor, the supplier or vendor of such goods or services is necessary for the operation or preservation of the Business or the Property.

6. Except as otherwise provided to the contrary herein, the Debtor Companies shall be entitled but not required to pay all reasonable expenses incurred by the Debtor Companies in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Debtor Companies following the date of this Order.

7. The Debtor Companies shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:

(i) employment insurance,

(ii) Canada Pension Plan, and

(iii) income taxes,

but only where such statutory deemed trust amounts arise after the date of the Initial Order, or are not required to be remitted until after the date of the Initial Order, unless otherwise ordered by the Court;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Debtor Companies in connection with the sale of goods and services by the Debtor Companies, but only where such Sales Taxes are accrued or collected after the date of the Initial Order, or where such Sales Taxes were accrued or collected prior to the date of the Initial Order but not required to be remitted until on or after the date of the Initial Order; and

(c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Debtor Companies, that become due or assessed after the date of the granting of the within the Initial Order.

8. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Debtor Companies may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Debtor Companies from time to time for the period commencing from and including the date of the Initial Order ("**Rent**"), but shall not pay any rent in arrears.

9. Except as specifically permitted in this Order, the Debtor Companies 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 Debtor Companies to any of their creditors as of the date of the Initial Order;

(b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and

(c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. The Debtor Companies shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined in paragraph 34), have the right to:

(a) permanently or temporarily cease, downsize or shut down any portion of their business or operations and to dispose of redundant or non-material assets, or any assets that are considered livestock, meat from processed livestock, or livestock feed, on such terms and conditions as the Monitor deems reasonable and appropriate, in the case of livestock having regard to, among other things:

(i) the views of BNS and FCC, including any guarantors of the Debtor Companies' secured loans, if those guarantors confirm to the Monitor that they have no intention of participating as potential buyers in the SISP or livestock sales;

(ii) the health and welfare of the Debtor Companies' livestock;

(iii) the reasonably foreseeable cost of feeding and caring for the Debtor Companies' livestock if the livestock is not disposed of on such terms and conditions;

(iv) the reasonably foreseeable availability of labour, feed, veterinary care and transportation if the livestock is not disposed of on such terms and conditions;

(v) the recommendations of the Debtor Companies' management;

(vi) prevailing Canadian market prices based on recent lamb and sheep auctions, recent lamb and sheep sale transactions and market offers for finished lambs from Canadian lamb processing plants; and

(vii) Monitor's solicitation of parties for offers to acquire livestock;

provided that that any disposition in favour of a person related to the Debtor Companies (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;

(b) terminate the employment of such of their employees or temporarily lay off such of their employees as it deems appropriate, whether by agreement or otherwise, and to deal with any consequences thereof in the Plan;

(c) disclaim or resiliate, in whole or in part, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Monitor deems appropriate, in accordance with section 32 of the CCAA; and

(d) pursue all avenues of refinancing or restructuring of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or restructuring,

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

11. The Debtor Companies shall provide each of the relevant landlords with notice of the Debtor Companies' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Debtor Companies' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Debtor Companies, or by further order of this Court upon application by the Debtor Companies on at least two (2) days' notice to such landlord and any such secured creditors. If the Debtor Companies disclaims or resiliates 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 such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Debtor Companies' claim to the fixtures in dispute.

12. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:

(a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the effected Debtor Companies and the Monitor five (5) business days prior written notice; and

(b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Debtor Companies in respect of such lease or leased premises and such landlord shall be entitled to notify the effected Debtor Companies and the Monitor of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE DEBTOR COMPANIES OR THE PROPERTY

13. Until and including December 9, 2022 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Debtor Companies or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtor Companies or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Debtor Companies or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:

(a) empower the Debtor Companies to carry on any business that the Debtor Companies are not lawfully entitled to carry on;

(b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;

(c) prevent the filing of any registration to preserve or perfect a security interest;

(d) prevent the registration of a claim for lien; or

(e) exempt the Debtor Companies from compliance with statutory or regulatory provisions relating to health, safety or the environment.

15. Nothing in this Order shall prevent any party from taking an action against the Debtor Companies where such an action must be taken in order to comply with statutory time

limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

17. During the Stay Period, all persons having:

(a) statutory or regulatory mandates for the supply of goods and/or services; or

(b) oral or written agreements or arrangements with the Debtor Companies, including without limitation, oral or written agreements pertaining to all computer software, communication and other data services, centralized banking services, payroll services, insurance services, transportation services, veterinarian services, livestock health or animal welfare services, feed supply agreements, grain supply agreements, silage supply agreements, utility services or other services to the Business or the Debtor Companies,

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

18. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of the Initial Order, nor shall any person, other than the Interim Lender (as hereinafter defined) where applicable, be under any obligation on or after the date of the Initial Order to advance or re-advance any monies or otherwise extend any credit to the Debtor Companies.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 15 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Debtor Companies with respect to any claim against the directors or officers that arose before the date of the Initial Order and that relates to any obligations of the Debtor Companies 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 Debtor Companies, if one is filed, is sanctioned by this Court or is refused by the creditors of the Debtor Companies or this Court.

APPOINTMENT OF MONITOR AND ENHANCED POWERS

20. Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs of the Debtor Companies with the powers and obligations set out in the CCAA or set forth herein and that the Debtor Companies and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Debtor Companies 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.

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

   (a) monitor the Debtor Companies' receipts and disbursements, Business and dealings with the Property;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Debtor Companies;

(c) assist the Debtor Companies, to the extent required by the Debtor Companies, in their dissemination to the Interim Lender and its counsel on a weekly basis of financial and other information as agreed to between the Debtor Companies and the Interim Lender which may be used in these proceedings, including reporting on a basis as reasonably required by the Interim Lender;

(d) advise the Debtor Companies in their preparation of the Debtor Companies' 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 FCM and/or the Debtor Companies in their development of the Plan and any amendments to the Plan;

(f) assist FCM and/or the Debtor Companies, to the extent required by FCM and/or the Debtor Companies, 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 Debtor Companies to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Debtor Companies or to perform their duties arising under this Order;

(h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;

(i) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Debtor Companies and any other Person; and

(j) perform such other duties as are required by this Order or by this Court from time to time.

22. In addition to, and without limiting in any way, the powers and duties of the Monitor set out in this Order, the Monitor is also authorized and empowered, but not required to:

(a) exercise such rights, powers and obligations of the Debtor Companies as the Monitor deems necessary or advisable, including, but not limited to the powers set out under the following paragraphs of this Order 4, 5, 6, 7, 8, 9, 10, 11, 33, 34, 35, 38, 39, 42, 45, 50, 56 and 57;

(b) exercise any power which may be properly exercised by an officer or the board of directors of the Debtor Companies;

(c) take any steps in order to direct or cause the Debtor Companies to exercise any rights or fulfill any of their duties under this Order;

(d) take any and all steps in order to direct or cause the Debtor Companies to manage the Business, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the Business, cease to perform any contracts of the Debtor Companies and/or disclaim any leases on behalf of the Debtor Companies;

(e) take any and all steps in order to direct or cause the Debtor Companies to administer the Property or to perform such other functions or duties as the Monitor considers necessary or desirable to deal with the Property;

(f) execute, assign, issue, and endorse documents of whatever nature in respect of the Property and/or the Business in the name and on behalf of the Debtor Companies;

(g) subject to the requirement for Court approval set forth in section 36 of the CCAA, negotiate, enter into, direct or cause the Debtor Companies to complete one of more expedited transactions for the sale of all or any part of the Business, or the Property (including for the sale of livestock), or any part thereof, and conduct, supervise, and recommend to the Court any procedure regarding the allocation and/or distribution of proceeds of any sales;

(h) cause the Debtor Companies to retain the service of any person as an employee, consultant, or other similar capacity;

(i) prepare, negotiate, and file with this Court a Plan in respect of the Debtor Companies, provided the Debtor Companies shall be deemed to have formulated such plan, and any distributions made thereunder shall be deemed to have been made by the Debtor Companies and not the Monitor; and

(j) to take any steps reasonably incidental to the exercise of Monitor's powers in this Order or the performance of any statutory obligation on behalf of the Debtor Companies,

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the past or present directors and officers of the Debtor Companies, and without interference from any other Person.

23. Notwithstanding anything contained in this Order, the Monitor is not and shall not be deemed:

(a) a principal, director, officer, or employee of the Debtor Companies;

(b) an employer, successor employer, or related employer of the employees of the Debtor Companies or any employee caused to be hired by the Debtor Companies by the Monitor within the meaning of any relevant legislation, regulation, common law, or rule of law or equity governing employment, pensions, or labour standards for any purpose whatsoever or expose the Monitor to any liability to any individual arising from or relating to their employment or previous employment by the Debtor Companies; and

(c) the receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of the Debtor Companies within the meaning of any relevant legislation, regulation, common law, or rule of law or equity.

24. The Debtor Companies shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order and shall provide such assistance as the Monitor may reasonably request from time to time to enable the Monitor to carry out it duties and powers as set out in this Order, any other order of this Court under the CCAA or applicable law generally.

25. The power and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Debtor Companies with respect to such matters.

26. 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 maintain possession or control of the Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order be deemed to be in possession of any of the Property within the meaning of any federal or provincial environmental legislation.

27. The Monitor shall provide any creditor of the Debtor Companies and the Interim Lender, with information required to be provided by the Debtor Companies 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 Debtor Companies is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor may determine.

28. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

29. The Monitor, counsel to the Monitor, counsel to FCM, and counsel to the Debtor Companies shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the Debtor Companies as part of the costs of these proceedings. The Debtor Companies are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, counsel for FCM, and counsel for the Debtor Companies in accordance with such parties' retainer agreements. For greater clarity, counsel to FCM shall be paid its reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings) by the Debtor Companies for its work in preparing for and obtaining the Initial Order up to and including the August 8, 2022 hearing of the application for the Initial Order (the "**Initial Order Fees and Disbursements**").

30. The Monitor and its legal counsel shall pass their accounts from time to time.

31. The Monitor, counsel to the Monitor, counsel to FCM and the Debtor Companies' counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $700,000 as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of the Initial Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 41 and 43 hereof. For greater clarity, in regard to counsel to FCM, the Administration Charge shall only secure payment of the Initial Order Fees and Disbursements.

32. The Debtor Companies are hereby authorized and empowered to obtain and borrow under a credit facility from The Bank of Nova Scotia (the "**Interim Lender**") in order to finance the Debtor Companies' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility (the "**Interim Lender Facility**") shall not exceed $1,500,000, plus interest and fees, unless permitted by further order of this Court.

33. The Interim Lender Facility shall be on the terms and subject to the conditions set forth in the first amended and restated interim financing facility term sheet provided by the Interim Lender dated as of August 15, 2022 (the "**Amended Interim Financing Term Sheet**").

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

35. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property to secure all obligations under the Definitive Documents incurred on or after the date of the Initial Order which charge shall not exceed the aggregate amount advanced on or after the date of the Initial Order under the Definitive Documents. The Interim Lender's Charge shall not secure any obligation existing before the date the Initial Order is made. The Interim Lender's Charge shall have the priority set out in paragraphs 41 and 43, hereof.

36. 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 the Definitive Documents or the Interim Lender's Charge, the Interim Lender may, subject to the provisions of the Definitive Documents with respect to the giving of notice, and in accordance with the Definitive Documents and the Interim Lender's Charge, as applicable, exercise any and all of its rights and remedies against the Debtor Companies or the Property under or pursuant to the Definitive Documents, and the Interim Lender's Charge, including without limitation, to cease making advances to the Debtor Companies and set off and/or consolidate any amounts owing by the Interim Lender to the Debtor Companies against the obligations of the Debtor Companies to the Interim Lender under 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 Debtor Companies and for the appointment of a trustee in bankruptcy of the Debtor Companies; 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 Debtor Companies or the Property.

37. The Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed under the CCAA, or any proposal filed under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.

KEY EMPLOYEE INCENTIVE PLAN

38. The Key Employee Incentive Plan (**"KEIP"**), which is exhibited as Confidential Exhibit "A" to the Alexander Affidavit (filed under Sealing Order of this Court), is hereby approved, and the Debtor Companies are authorized and directed to make the payments contemplated under the KEIP should any applicable employees become entitled to any such payments in accordance with the terms and conditions of the KEIP.

39. Each of the beneficiaries of the KEIP shall be entitled to the benefit of and are hereby granted a charge on the Property (the **"KEIP Charge"**), which KEIP Charge shall not exceed an aggregate amount of $500,000, to secure the amounts payable under the KEIP.

SELLING AGENT CHARGE

40. The Selling Agent, as defined in the First Report of the Monitor and the sales and investment solicitation process attached as Appendix "B" thereto (**SISP**), shall be entitled to the benefits of and is hereby granted a charge (the "**Selling Agent's Charge**") on the "Property" and "Business" subject to the SISP (and both as defined in the SISP), which charge shall not exceed an aggregate amount of $500,000, as security for the fees and expenses payable to the Selling Agent pursuant to the engagement letter between the

Monitor and the Selling Agent, dated August 15, 2022. The Selling Agent's Charge shall have the priority set out in paragraphs 41 and 43, hereof.

VALIDITY AND PRIORITY OF CHARGES

41. The priorities of the Administration Charge, the Interim Lender's Charge and the KEIP Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $700,000);

Second – Interim Lender’s Charge (to the maximum amount of $1,800,000);

Third – KEIP Charge (to the maximum amount of $500,000);

Fourth – Selling Agent’s Charge (to the maximum amount of $500,000).

42. The filing, registration or perfection of the Administration Charge, the Interim Lender's Charge, the KEIP Charge and the Selling Agent’s Charge (collectively, the "**Charges**") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

43. Each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property, or, in the case of the Selling Agent’s Charge, a charge on the “Property” and “Business” subject to and as defined in the SISP, and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

44. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtor Companies shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Debtor Companies also obtain the prior written consent of the Monitor, the Interim Lender, and the beneficiaries of Charges, or further order of this Court.

45. The Charges 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 the Interim Lender thereunder shall not otherwise be limited or impaired in any way by:

(a) the pendency of these proceedings and the declarations of insolvency made in this Order;

(b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;

(c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;

(d) the provisions of any federal or provincial statutes; or

(e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") that binds the Debtor Companies, and notwithstanding any provision to the contrary in any Agreement:

(i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, including the Interim Financing Term Sheet or the Definitive Documents, shall create or be deemed to constitute a new breach by the Debtor Companies of any Agreement to which they are a party;

(ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges, the Debtor Companies entering into the Interim Financing Term Sheet, or the execution, delivery or performance of the Definitive Documents; and

(iii) the payments made by the Debtor Companies pursuant to this Order, including the Interim Financing Term Sheet 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.

ALLOCATION

46. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the various assets comprising the Property.

SERVICE AND NOTICE

47. The Monitor shall (i) without delay, publish in the *Calgary Herald* and the *Winnipeg Free Press* a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Debtor Companies of more than $1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.

48. The Monitor shall establish a case website in respect of the within proceedings at www.ey.com/ca/NALCO (the "**Monitor's Website**").

49. 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, recorded mail, courier, personal delivery or electronic transmission to the Debtor Companies' creditors or other interested parties at their respective addresses as last shown on the records of the Debtor Companies 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 or recorded mail, on the seventh day after mailing. Any person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, or electronic transmission, a request to be added to the service list (the "**Service List**") to be maintained by the Monitor.

50. 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 counsel's email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor's website.

51. The Debtor Companies and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by sending true copies thereof by prepaid ordinary mail, record mail, courier, personal delivery or electronic transmission to the Debtor Companies' creditors or other interested

parties at their respective addresses last shown on the records of the Debtor Companies, or as otherwise updated on the Service List.

GENERAL

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

53. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

54. 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 Debtor Companies, the Business or the Property.

55. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction, to give effect to this Order and to assist FCM, the Debtor Companies and the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to FCM, the Debtor Companies, 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 FCM, the Debtor Companies and the Monitor and their respective agents in carrying out the terms of this Order.

56. FCM, the Debtor Companies and the Monitor be at liberty and are 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 that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

57. Any interested party (including FCM and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

58. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

____

Justice of the Court of Queen's Bench of Alberta

Schedule B

~~Clerk's Stamp:~~

Clerk's stamp

COURT FILE NUMBER	2201-08920
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE ~~OF~~	~~●~~CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, ~~c~~C. C-36, ~~as amended~~AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ~~[THE DEBTOR(S)]~~NORTH AMERICAN LAMB COMPANY LTD., CANADA SHEEP AND LAMB FARMS LTD., CANADA SHEEP HOLDINGS LTD., LAMB CLUB MARKETING LIMITED, CANADA LAMB GROWERS LTD., CANADA LAMB PROCESSORS LTD. and CANINE FAIR LTD.
~~APPLICANT:~~	
~~RESPONDENT(S):~~	
DOCUMENT	**~~ALBERTA TEMPLATE CCAA~~AMENDED AND RESTATED INITIAL ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT~~:~~	~~**[LAW FIRM NAME]**~~ ~~[Address]~~ ~~[Address]~~ ~~Solicitor: ●~~ ~~Telephone: ●~~ ~~Facsimile: ●~~ ~~Email: ●~~ ~~File Number: ●~~ Norton Rose Fulbright Canada LLP

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Lawyers for the Monitor
File no.: 1001221818

~~DATE ON WHICH ORDER WAS PRONOUNCED:~~	
~~NAME OF JUDGE WHO MADE THIS ORDER:~~	
~~LOCATION OF HEARING:~~	

~~[*NOTE: DO NOT USE THIS ORDER AS A PRECEDENT WITHOUT REVIEWING THE ACCOMPANYING EXPLANATORY NOTES.]~~

DATE ON WHICH ORDER WAS PRONOUNCED: AUGUST 17, 2022

LOCATION OF HEARING OR TRIAL: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE R.A. NEUFELD

UPON the application of ~~**[NAME]**~~Ernst & Young Inc. (the "~~**Applicant**~~**Monitor**") in its capacity as Court-appointed Monitor in respect of the debtor companies, North American Lamb Company Ltd., Canada Sheep and Lamb Farms Ltd., Canada Sheep Holdings Ltd., Lamb Club Marketing Limited, Canada Lamb Growers Ltd., Canada Lamb Processors Ltd. and Canine Fare Ltd. (collectively, the "**Debtor Companies**"); **AND UPON** having read the ~~Originating~~ Application of the Monitor, the Affidavit of ~~●; and the Affidavit~~Gary Alexander sworn on August 4, 2022 (the "**Alexander Affidavit**"), the Pre-filing Report of the Monitor, the First Report of the Monitor, and the Brief of ~~Service~~Law of ~~● **[if applicable]**~~the Monitor, all filed; **AND UPON** re~~ad~~viewing the ~~consent of **[NAME]** to act as Monitor; **AND UPON** being advised that the secured creditors who are likely to be affected by the charges created herein have been provided notice of this application and either do not oppose or alternatively consent to the within Order **[if applicable]**; **AND UPON**~~initial order granted in the proceedings pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") by the Honourable Justice K.M. Horner on August 8, 2022 (the "**Initial Order**") on the application of Fresh Canada Meats Ltd. ("**FCM**"); **AND UPON** hearing counsel for ~~●; **AND UPON** reading the Pre-Filling Report of **[**~~the Monitor~~**'s Name]**;~~ and any other interested parties appearing at the application; **IT IS HEREBY ORDERED AND DECLARED THAT**:

SERVICE

1. The time for service of the notice of application for this amended and restated initial order (the "**Order**") is hereby abridged and deemed good and sufficient ~~**[if applicable]**~~ and this application is properly returnable today.

APPLICATION

2. The ~~Applicant is a~~ Debtor Companies are compan~~y~~ies to which the ~~*Companies' Creditors Arrangement Act* of Canada (the "~~CCAA~~")~~, applies.

PLAN OF ARRANGEMENT

3. ~~The Applicant~~FCM and/or the Debtor Companies shall have the authority to file and may, subject to further order of this Court, file with this Court ~~a plan~~plans of compromise or arrangements (the ~~“~~"**Plan**~~”~~").

POSSESSION OF PROPERTY AND OPERATIONS

4. The ~~Applicant~~Debtor Companies shall:

(a) remain in possession and control of ~~its~~their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the ~~“~~"**Property**~~”~~");

(b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of ~~its~~their business (the ~~“~~"**Business**~~”~~") and Property;

(c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively **“Assistants”**) currently retained or employed by ~~it~~them, with liberty to retain such further Assistants as ~~it~~ they deem~~s~~ reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order; and

(d) be entitled to continue to utilize the central cash management system currently in place as described in the Alexander Affidavit ~~of **[NAME]** sworn **[DATE]**~~ or replace it with another substantially similar central cash management system (the **“Cash Management System”**) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the ~~Applicant~~Debtor Companies of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the ~~Applicant~~Debtor Companies, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.~~] **[See Explanatory Note]**~~

5. To the extent permitted by law, the ~~Applicant~~Debtor Companies shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; ~~and~~

(b) the reasonable fees and disbursements of any Assistants retained or employed by the ~~Applicant~~Debtor Companies in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order; and

(c) in accordance with the Cash Flow Forecast, for goods and services supplied to the Debtor Companies, including for periods prior to the date of this Order if, in the opinion of the Monitor, the supplier or vendor of such goods or services is necessary for the operation or preservation of the Business or the Property.

6. Except as otherwise provided to the contrary herein, the ~~Applicant~~Debtor Companies shall be entitled but not required to pay all reasonable expenses incurred by the ~~Applicant~~Debtor Companies in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the ~~Applicant~~Debtor Companies following the date of this Order.

7. The ~~Applicant~~Debtor Companies shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:

(i) employment insurance,

(ii) Canada Pension Plan~~,~~

~~(iii) Quebec Pension Plan~~, and

(iii) ~~(iv)~~ income taxes,

but only where such statutory deemed trust amounts arise after the date of ~~this~~the Initial Order, or are not required to be remitted until after the date of ~~this~~the Initial Order, unless otherwise ordered by the Court;

(b) all goods and services or other applicable sales taxes (collectively, ~~"~~**"Sales Taxes**~~"~~**"**) required to be remitted by the ~~Applicant~~Debtor Companies in connection with the sale of goods and services by the ~~Applicant~~Debtor Companies, but only where such Sales Taxes are accrued or collected after the date of ~~this~~the Initial Order, or where such Sales Taxes were accrued or collected prior to the date of ~~this~~the Initial Order but not required to be remitted until on or after the date of ~~this~~ the Initial Order; and

(c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the ~~Applicant~~Debtor Companies, that become due or assessed after the date of the granting of the within the Initial Order.

8. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the ~~Applicant~~Debtor Companies may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the ~~Applicant~~Debtor Companies from time to time for

the period commencing from and including the date of ~~this~~the Initial Order (~~"~~"**Rent**~~"~~"), but shall not pay any rent in arrears.

9. Except as specifically permitted in this Order, the ~~Applicant is~~Debtor Companies 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 ~~Applicant~~Debtor Companies to any of ~~its~~their creditors as of the date of ~~this~~the Initial Order;

(b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of ~~its~~their Property; and

(c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. The ~~Applicant~~Debtor Companies shall, subject to such requirements as are imposed by the CCAA ~~[~~and such covenants as may be contained in the Definitive Documents (as hereinafter defined in paragraph ~~[~~3~~3]~~4),~~]~~ have the right to:

(a) permanently or temporarily cease, downsize or shut down any portion of ~~its~~their business or operations and to dispose of redundant or non-material assets ~~not exceeding **[$]** in any one transaction or **[$]** in the aggregate, provided that any sale that is either~~ , or any assets that are considered livestock, meat from processed livestock, or livestock feed, on such terms and conditions as the Monitor deems reasonable and appropriate, in the case of livestock having regard to, among other things:

(i) the views of BNS and FCC, including any guarantors of the Debtor Companies' secured loans, if those guarantors confirm to the Monitor that they have no intention of participating as potential buyers in ~~excess of~~ the ~~above thresholds,~~SISP or livestock sales;

(ii) the health and welfare of the Debtor Companies' livestock;

(iii) the reasonably foreseeable cost of feeding and caring for the Debtor Companies' livestock if the livestock is not disposed of on such terms and conditions;

(iv) the reasonably foreseeable availability of labour, feed, veterinary care and transportation if the livestock is not disposed of on such terms and conditions;

(v) the recommendations of the Debtor Companies' management;

(vi) prevailing Canadian market prices based on recent lamb and sheep auctions, recent lamb and sheep sale transactions and market offers for finished lambs from Canadian lamb processing plants; and

(vii) Monitor's solicitation of parties for offers to acquire livestock;

provided that that any disposition in favour of a person related to the ~~Applicant~~Debtor Companies (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;

(b) terminate the employment of such of ~~its~~their employees or temporarily lay off such of ~~its~~their employees as it deems appropriate~~ on such terms as may be agreed upon between the Applicant and such employee, or failing such~~, whether by agreement or otherwise, and to deal with ~~the~~any consequences thereof in the Plan;

(c) disclaim or resiliate, in whole or in part, ~~with the prior consent of the Monitor (as defined below) or further Order of the Court, ~~their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the ~~Applicant~~Monitor deems appropriate, in accordance with section 32 of the CCAA; and

(d) pursue all avenues of refinancing or restructuring of ~~its~~their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or restructuring,

all of the foregoing to permit the ~~Applicant~~Debtor Companies to proceed with an orderly restructuring of the Business (the ~~"~~"**Restructuring**~~"~~").

11. The ~~Applicant~~Debtor Companies shall provide each of the relevant landlords with notice of the ~~Applicant's~~Debtor Companies’ intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the ~~Applicant's~~Debtor Companies’ entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the ~~Applicant~~Debtor Companies, or by further order of this Court upon application by the ~~Applicant~~Debtor Companies on at least two (2) days~~'~~’ notice to such landlord and any such secured creditors. If the ~~Applicant~~Debtor Companies disclaims or resiliates 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 such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the ~~Applicant's~~Debtor Companies’ claim to the fixtures in dispute.

12. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:

(a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the ~~Applicant~~effected Debtor Companies and the Monitor ~~24 hours'~~five (5) business days prior written notice; and

(b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the ~~Applicant~~Debtor Companies in respect of such lease or leased premises and such landlord shall be entitled to notify the ~~Applicant~~effected Debtor Companies and the Monitor of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE ~~APPLICANT~~DEBTOR COMPANIES OR THE PROPERTY

13. Until and including ~~**[DATE – MAX. 30 DAYS],**~~December 9, 2022 or such later date as this Court may order (the ~~“~~"**Stay Period**~~”~~"), no proceeding or enforcement process in any court (each, a ~~“~~"**Proceeding**~~”~~") shall be commenced or continued against or in respect of the ~~Applicant~~Debtor Companies or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the ~~Applicant~~Debtor Companies or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being ~~“~~"**Persons**~~”~~" and each being a ~~“~~"**Person**~~”~~"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the ~~Applicant~~Debtor Companies or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:

(a) empower the ~~Applicant~~Debtor Companies to carry on any business that the ~~Applicant is~~Debtor Companies are not lawfully entitled to carry on;

(b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;

(c) prevent the filing of any registration to preserve or perfect a security interest;

(d) prevent the registration of a claim for lien; or

(e) exempt the ~~Applicant~~Debtor Companies from compliance with statutory or regulatory provisions relating to health, safety or the environment.

15. Nothing in this Order shall prevent any party from taking an action against the ~~Applicant~~Debtor Companies where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

17. During the Stay Period, all persons having:

(a) statutory or regulatory mandates for the supply of goods and/or services; or

(b) oral or written agreements or arrangements with the ~~Applicant~~Debtor Companies, including without limitation, oral or written agreements pertaining to all computer software, communication and other data services, centralized banking services, payroll services, insurance services, transportation~~,~~ services, veterinarian services, livestock health or animal welfare services, feed supply agreements, grain supply agreements, silage supply agreements, utility services or other services to the Business or the ~~Applicant~~Debtor Companies,

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

NON-DEROGATION OF RIGHTS

18. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable

consideration provided on or after the date of ~~this~~the Initial Order, nor shall any person, other than the Interim Lender (as hereinafter defined) where applicable, be under any obligation on or after the date of ~~this~~the Initial Order to advance or re-advance any monies or otherwise extend any credit to the ~~Applicant~~Debtor Companies.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph ~~[~~15~~]~~ of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the ~~Applicant~~Debtor Companies with respect to any claim against the directors or officers that arose before the date of ~~this~~the Initial Order and that relates to any obligations of the ~~Applicant~~Debtor Companies 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 ~~Applicant~~Debtor Companies, if one is filed, is sanctioned by this Court or is refused by the creditors of the ~~Applicant~~Debtor Companies or this Court.

~~**DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**~~

~~20. The Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors and or officers of the Applicants after the commencement of the within proceedings except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.~~

~~21. The directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of **[$]**, as security for the indemnity provided in paragraph **[20]** of this Order. The Directors' *Charge shall have the priority set out in paragraphs* **[37]** and **[39]** herein.~~

~~22. Notwithstanding any language in any applicable insurance policy to the contrary:~~

~~(a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and~~

~~(b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph **[20]** of this Order.~~

APPOINTMENT OF MONITOR AND ENHANCED POWERS

20. ~~23. **[MONITOR'S NAME]**~~Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs ~~and~~of the ~~Applicant~~Debtor Companies with the powers and obligations set out in the CCAA or set forth herein and that the ~~Applicant~~Debtor Companies and ~~its~~their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the ~~Applicant~~Debtor Companies 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.

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

(a) monitor the ~~Applicant~~Debtor Companies'~~s~~ receipts and disbursements, Business and dealings with the Property;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the ~~Applicant~~Debtor Companies;

(c) assist the ~~Applicant~~Debtor Companies, to the extent required by the ~~Applicant~~Debtor Companies, in ~~its~~their dissemination to the Interim Lender and its counsel on a ~~**[TIME INTERVAL]**~~weekly basis of financial and other information as agreed to between the ~~Applicant~~Debtor Companies and the Interim Lender which may be used in these proceedings, including reporting on a basis as reasonably required by the Interim Lender;

(d) advise the ~~Applicant~~Debtor Companies in ~~its~~their preparation of the ~~Applicant~~Debtor Companies'~~s~~ 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 ~~**[TIME INTERVAL]**~~weekly, or as otherwise agreed to by the Interim Lender;

(e) advise FCM and/or the ~~Applicant~~Debtor Companies in ~~its~~their development of the Plan and any amendments to the Plan;

(f) assist FCM and/or the ~~Applicant~~Debtor Companies, to the extent required by FCM and/or the ~~Applicant~~Debtor Companies, 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 ~~Applicant~~Debtor Companies to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the ~~Applicant~~Debtor Companies or to perform ~~its~~their duties arising under this Order;

(h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;

(i) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the ~~Applicants~~Debtor Companies and any other Person; and

(j) perform such other duties as are required by this Order or by this Court from time to time.

22. In addition to, and without limiting in any way, the powers and duties of the Monitor set out in this Order, the Monitor is also authorized and empowered, but not required to:

(a) exercise such rights, powers and obligations of the Debtor Companies as the Monitor deems necessary or advisable, including, but not limited to the powers set out under the following paragraphs of this Order 4, 5, 6, 7, 8, 9, 10, 11, 33, 34, 35, 38, 39, 42, 45, 50, 56 and 57;

(b) exercise any power which may be properly exercised by an officer or the board of directors of the Debtor Companies;

(c) take any steps in order to direct or cause the Debtor Companies to exercise any rights or fulfill any of their duties under this Order;

(d) take any and all steps in order to direct or cause the Debtor Companies to manage the Business, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the Business, cease to perform any contracts of the Debtor Companies and/or disclaim any leases on behalf of the Debtor Companies;

(e) take any and all steps in order to direct or cause the Debtor Companies to administer the Property or to perform such other functions or duties as the Monitor considers necessary or desirable to deal with the Property;

(f) execute, assign, issue, and endorse documents of whatever nature in respect of the Property and/or the Business in the name and on behalf of the Debtor Companies;

(g) subject to the requirement for Court approval set forth in section 36 of the CCAA, negotiate, enter into, direct or cause the Debtor Companies to complete one of more expedited transactions for the sale of all or any part of the Business, or the Property (including for the sale of livestock), or any part thereof, and conduct, supervise, and recommend to the Court any procedure regarding the allocation and/or distribution of proceeds of any sales;

(h) cause the Debtor Companies to retain the service of any person as an employee, consultant, or other similar capacity;

(i) prepare, negotiate, and file with this Court a Plan in respect of the Debtor Companies, provided the Debtor Companies shall be deemed to have formulated such plan, and any distributions made thereunder shall be deemed to have been made by the Debtor Companies and not the Monitor; and

(j) to take any steps reasonably incidental to the exercise of Monitor's powers in this Order or the performance of any statutory obligation on behalf of the Debtor Companies,

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the past or present directors and officers of the Debtor Companies, and without interference from any other Person.

23. Notwithstanding anything contained in this Order, the Monitor is not and shall not be deemed:

(a) a principal, director, officer, or employee of the Debtor Companies;

(b) an employer, successor employer, or related employer of the employees of the Debtor Companies or any employee caused to be hired by the Debtor Companies by the Monitor within the meaning of any relevant legislation, regulation, common law, or rule of law or equity governing employment, pensions, or labour standards for any purpose whatsoever or expose the Monitor to any liability to any individual arising from or relating to their employment or previous employment by the Debtor Companies; and

(c) the receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of the Debtor Companies within the meaning of any relevant legislation, regulation, common law, or rule of law or equity.

24. The Debtor Companies shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order and shall provide such assistance as the Monitor may reasonably request from time to time to enable the Monitor to carry out it duties and powers as set out in this Order, any other order of this Court under the CCAA or applicable law generally.

25. The power and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Debtor Companies with respect to such matters.

26. ~~25.~~ The Monitor shall not take possession of the Property ~~and shall take no part whatsoever in the management or supervision of the management of the Business~~ and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the ~~Business or~~ Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order be deemed to be in

possession of any of the Property within the meaning of any federal or provincial environmental legislation.

27. ~~26.~~ The Monitor shall provide any creditor of the ~~Applicant~~Debtor Companies and the Interim Lender, with information required to be provided by the ~~Applicant~~Debtor Companies 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 ~~Applicant~~Debtor Companies 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 Applicant~~ may ~~agree~~determine.

28. ~~27.~~ In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

29. ~~28.~~ The Monitor, counsel to the Monitor, counsel to FCM, and counsel to the ~~Applicant~~Debtor Companies shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the ~~Applicant~~Debtor Companies as part of the costs of these proceedings. The ~~Applicant is~~Debtor Companies are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor ~~and~~, counsel for ~~the Applicant on a **[TIME INTERVAL]** basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor~~FCM, and counsel ~~to~~for the ~~Applicant, retainers in the respective amount[s] of $●,~~Debtor Companies in accordance with such parties' retainer agreements. For greater clarity, counsel to FCM shall be ~~held by them as security for payment of their respective~~paid its reasonable fees and disbursements ~~outstanding from time to time~~(including any pre-filing fees and disbursements related to these CCAA proceedings) by the Debtor Companies for its work in preparing for and obtaining the Initial Order up to and including the August 8, 2022 hearing of the application for the Initial Order (the "**Initial Order Fees and Disbursements**").

30. ~~29.~~ The Monitor and its legal counsel shall pass their accounts from time to time.

31. ~~30.~~ The Monitor, counsel to the Monitor, ~~if any,~~counsel to FCM and the ~~Applicant's~~Debtor Companies' counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the ~~"~~"**Administration Charge**~~"~~") on the Property, which charge shall not exceed an aggregate amount of ~~[~~$~~]~~700,000 as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of ~~this~~the Initial Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~[37]~~41 and ~~[~~43~~9]~~ hereof. For greater clarity, in regard to counsel to FCM, the Administration Charge shall only secure payment of the Initial Order Fees and Disbursements.

~~INTERIM FINANCING~~

32. ~~31.~~ The ~~Applicant is~~Debtor Companies are hereby authorized and empowered to obtain and borrow under a credit facility from ~~**[INTERIM LENDER'S NAME]**~~The Bank of Nova Scotia (the ~~"~~"**Interim Lender**~~"~~") in order to finance the ~~Applicant's~~Debtor Companies' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility (the "**Interim Lender Facility**") shall not exceed ~~[~~$~~]~~1,500,000, plus interest and fees, unless permitted by further order of this Court.

33. ~~32. Such credit facility~~The Interim Lender Facility shall be on the terms and subject to the conditions set forth in the ~~commitment letter between the Applicant and~~first amended and restated interim financing facility term sheet provided by the Interim Lender dated as of ~~**[DATE]**~~August 15, 2022 (the "~~**Commitment Letter**~~**Amended Interim Financing Term Sheet**")~~, filed~~.

34. ~~33.~~ The ~~Applicant~~Monitor, on behalf of the Debtor Companies, 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 "~~including the Amended Interim Financing Term Sheet, the "**Definitive Documents**~~"~~"), as ~~are~~ contemplated by the ~~Commitment Letter~~Amended Interim Financing Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the ~~Applicant is~~Debtor Companies are hereby authorized and directed

to pay and perform all of ~~its~~their 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.

35. ~~34.~~ The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the ~~“~~"**Interim Lender's Charge**~~”~~") on the Property to secure all obligations under the Definitive Documents incurred on or after the date of ~~this~~the Initial Order which charge shall not exceed the aggregate amount advanced on or after the date of ~~this~~the Initial Order under the Definitive Documents. The Interim Lender~~'~~'s Charge shall not secure any obligation existing before ~~this~~ the date ~~this~~the Initial Order is made. ~~**[see Explanatory Notes]**~~ The Interim Lender's Charge shall have the priority set out in paragraphs ~~**[37]**~~41 and ~~**[**~~43~~**9]**~~, hereof.

36. ~~35.~~ 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 the Definitive Documents or the Interim Lender's Charge, the Interim Lender may, ~~upon **[●]** days notice~~subject to the ~~Applicant~~provisions of the Definitive Documents with respect to the giving of notice, and in accordance with the ~~Monitor, may~~Definitive Documents and the Interim Lender's Charge, as applicable, exercise any and all of its rights and remedies against the ~~Applicant~~Debtor Companies 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 ~~Applicant~~Debtor Companies and set off and/or consolidate any amounts owing by the Interim Lender to the ~~Applicant~~Debtor Companies against the obligations of the ~~Applicant~~Debtor Companies 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 ~~Applicant~~Debtor Companies and for the appointment of a trustee in bankruptcy of the ~~Applicant~~Debtor Companies; 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 ~~Applicant~~Debtor Companies or the Property.

37. ~~36.~~ The Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed ~~by the Applicant~~ under the CCAA, or any proposal filed ~~by the Applicant~~ under the *Bankruptcy and Insolvency Act* of Canada (the ~~"~~"**BIA**~~"~~"), with respect to any advances made under the Definitive Documents.

KEY EMPLOYEE INCENTIVE PLAN

38. The Key Employee Incentive Plan (**"KEIP"**), which is exhibited as Confidential Exhibit "A" to the Alexander Affidavit (filed under Sealing Order of this Court), is hereby approved, and the Debtor Companies are authorized and directed to make the payments contemplated under the KEIP should any applicable employees become entitled to any such payments in accordance with the terms and conditions of the KEIP.

39. Each of the beneficiaries of the KEIP shall be entitled to the benefit of and are hereby granted a charge on the Property (the **"KEIP Charge"**), which KEIP Charge shall not exceed an aggregate amount of $500,000, to secure the amounts payable under the KEIP.

SELLING AGENT CHARGE

40. The Selling Agent, as defined in the First Report of the Monitor and the sales and investment solicitation process attached as Appendix "B" thereto (**SISP**), shall be entitled to the benefits of and is hereby granted a charge (the "**Selling Agent's Charge**") on the "Property" and "Business" subject to the SISP (and both as defined in the SISP), which charge shall not exceed an aggregate amount of $500,000, as security for the fees and expenses payable to the Selling Agent pursuant to the engagement letter between the Monitor and the Selling Agent, dated August 15, 2022. The Selling Agent's *Charge shall have the priority set out in paragraphs* 41 and 43, hereof.

VALIDITY AND PRIORITY OF CHARGES

41. ~~37.~~ The priorities of the ~~Directors' Charge, the~~ Administration Charge~~ and~~, the Interim Lender's Charge and the KEIP Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of ~~[~~$~~]~~700,000);

Second – Interim Lender~~'~~’s Charge (to the maximum amount of $1,800,000); ~~and~~

Third – ~~Directors'~~KEIP Charge (to the maximum amount of ~~[~~$~~]~~500,000);

Fourth – Selling Agent’s Charge (to the maximum amount of $500,000).

42. ~~38.~~ The filing, registration or perfection of the ~~Directors'~~*Administration Charge, the Interim Lender's Charge,* the KEIP Charge~~,~~ and the ~~Administration Charge or the Interim Lender'~~Selling Agent's Charge (collectively, the ~~“~~"**Charges**~~”~~") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

43. ~~39.~~ Each of the ~~Directors' Charge, the Administration Charge, and the Interim Lender's Charge~~Charges (all as constituted and defined herein) shall constitute a charge on the Property, or, in the case of the Selling Agent’s Charge, a charge on the “Property” and “Business” subject to and as defined in the SISP, and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, ~~“~~"**Encumbrances**~~”~~") in favour of any Person. ~~**[See Explanatory Notes.]**~~

44. ~~40.~~ Except as otherwise expressly provided for herein, or as may be approved by this Court, the ~~Applicant~~Debtor Companies shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the ~~Directors' Charge, the Administration Charge or the Interim Lender's Charge,~~Charges unless the ~~Applicant~~Debtor Companies also obtain~~s~~ the prior written consent of the Monitor, the Interim Lender, and the beneficiaries of ~~the Directors' Charge and the Administration Charge~~Charges, or further order of this Court.

45. ~~41.~~ The ~~Directors' Charge, the Administration Charge, **[the Commitment Letter, the Definitive Documents,]** and the Interim Lender's Charge~~Charges 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 thereunder shall not otherwise be limited or impaired in any way by:

(a) the pendency of these proceedings and the declarations of insolvency made in this Order;

(b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;

(c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;

(d) the provisions of any federal or provincial statutes; or

(e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an ~~“~~"**Agreement**~~”~~") that binds the ~~Applicant~~Debtor Companies, and notwithstanding any provision to the contrary in any Agreement:

   (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof~~ [~~, including the ~~**Commitment Letter**~~Interim Financing Term Sheet or the Definitive Documents,~~]~~ shall create or be deemed to constitute a new breach by the ~~Applicant~~Debtor Companies of any Agreement to which ~~it is~~they are a party;

   (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges, ~~[~~the ~~**Applicant**~~Debtor Companies entering into the ~~**Commitment Letter**~~Interim Financing Term Sheet,~~]~~ or the execution, delivery or performance of the Definitive Documents; and

   (iii) the payments made by the ~~Applicant~~Debtor Companies pursuant to this Order, ~~[~~including the ~~**Commitment Letter**~~Interim Financing Term Sheet 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.

ALLOCATION

46. ~~42.~~ Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the ~~*Administration Charge, the Interim Lender's Charge,* and the Directors' Charge~~Charges amongst the various assets comprising the Property.

SERVICE AND NOTICE

47. ~~43.~~ The Monitor shall (i) without delay, publish in ~~**[newspapers specified by the Court]**~~the *Calgary Herald* and the *Winnipeg Free Press* a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the ~~Applicant~~Debtor Companies of more than $1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.

~~44. The E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at: **[●]**) shall be valid and effective service. Subject to Rules 11.25 and 11.26 this Order shall constitute an order for substituted service pursuant to Rule 11.28 of the Rules of Court. Subject to paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL '**[●]**'."~~

48. The Monitor shall establish a case website in respect of the within proceedings at www.ey.com/ca/NALCO (the "**Monitor's Website**").

49. 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, recorded mail, courier, personal delivery or electronic transmission to the Debtor Companies' creditors or other interested parties at their respective addresses as last shown on the records of the Debtor Companies 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 or recorded mail, on the seventh day after mailing. Any person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, or electronic transmission, a request to be added to the service list (the "**Service List**") to be maintained by the Monitor.

50. 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 counsel's email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor's website.

51. The Debtor Companies and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by sending true copies thereof by prepaid ordinary mail, record mail, courier, personal delivery or electronic transmission to the Debtor Companies' creditors or other interested parties at their respective addresses last shown on the records of the Debtor Companies, or as otherwise updated on the Service List.

GENERAL

52. ~~45.~~ The ~~Applicant or the~~ Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

53. ~~46.~~ Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

54. ~~47.~~ 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 ~~Applicant~~Debtor Companies, the Business or the Property.

55. ~~48.~~ This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction, to give

effect to this Order and to assist FCM, the ~~Applicant,~~Debtor Companies and the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to FCM, the ~~Applicant~~Debtor Companies, 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 FCM, the ~~Applicant~~Debtor Companies and the Monitor and their respective agents in carrying out the terms of this Order.

56. ~~49. Each of~~FCM, the ~~Applicant~~Debtor Companies and the Monitor be at liberty and ~~is~~are 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 that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

57. ~~50.~~ Any interested party (including ~~the Applicant~~FCM and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

58. ~~51.~~ This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

Justice of the Court of Queen's Bench of Alberta

Schedule C

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF QUEEN~~'~~'S BENCH OF ALBERTA	
JUDICIAL CENTRE ~~OF~~	CALGARY	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, ~~c~~C. C-36, ~~as amended~~AS AMENDED	
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTH AMERICAN LAMB COMPANY LTD., CANADA SHEEP AND LAMB FARMS LTD., CANADA SHEEP HOLDINGS LTD., LAMB CLUB MARKETING LIMITED, CANADA LAMB GROWERS LTD., CANADA LAMB PROCESSORS LTD. and CANINE FAIR~~E~~ LTD.	
DOCUMENT	**AMENDED AND RESTATED INITIAL ORDER**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT~~:~~	~~**MLT AIKINS LLP**~~ ~~Barristers and Solicitors~~ ~~21~~ Norton Rose Fulbright Canada LLP 400~~, 222 –~~ 3rd Avenue ~~S.W.~~ SW, Suite 3700 Calgary, Alberta T2P ~~0B~~4H2 CANADA Howard A. Gorman, Q.C. / Meghan L. Parker howard.gorman@nortonrosefulbright.com ~~Telephone: 306.975.7136/403.693.5420~~ ~~Fax No.: 403.508.4349~~ ~~Attention: Jeffrey M. Lee, Q.C./Ryan Zahara~~ meghan.parker@nortonrosefulbright.com Tel: +1 403.267.8222 Fax: +1 403.264.5973 Lawyers for the Monitor File ~~No~~no.: ~~0055722.0~~1001~~4~~221818	

DATE ON WHICH ORDER WAS PRONOUNCED: AUGUST ~~8~~17, 2022

LOCATION OF HEARING OR TRIAL: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE ~~K~~R.~~M~~A. ~~HORNER~~NEUFELD

UPON the application of ~~Fresh Canada Meats Ltd~~Ernst & Young Inc. (the "~~Applicant")~~**Monitor"**) in its capacity as Court-appointed Monitor in respect of the debtor companies, North American Lamb Company Ltd., Canada Sheep and Lamb Farms Ltd., Canada Sheep Holdings Ltd., Lamb Club Marketing Limited, Canada Lamb Growers Ltd., Canada Lamb Processors Ltd. and Canine Fare Ltd. (collectively, the **"Debtor Companies"**); **AND UPON** having read the ~~Originating~~ Application of the Monitor, the Affidavit of Gary Alexander sworn on August 4, 2022 (the "**Alexander Affidavit**"), the ~~Affidavit of Service of Joy Mutuku sworn August 8, 2022, the consent of Ernst & Young Inc. (the "Monitor") to act as Monitor, the~~ Pre-filing Report of the ~~Proposed~~ Monitor, the First Report of the Monitor, and the Brief of Law ~~on behalf~~ of the ~~Applicant~~Monitor, all filed; ~~**AND UPON** being advised that the secured creditors who are likely to be affected by the charges created herein have been provided notice of this~~**AND UPON** reviewing the initial order granted in the proceedings pursuant to the *Companies' Creditors Arrangement Act, RSC 1985, c C-36 (the* "**CCAA**") by the Honourable Justice K.M. Horner on August 8, 2022 (the "**Initial Order**") on the application~~; **AND UPON**~~ of Fresh Canada Meats Ltd. ("**FCM**"); **AND UPON** hearing counsel for the ~~Applicant, counsel for the Debtor Companies,~~ Monitor and any other interested parties appearing at the application; **IT IS HEREBY ORDERED AND DECLARED THAT**:

SERVICE

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

APPLICATION

2. The Debtor Companies are companies to which the ~~*Companies' Creditors Arrangement Act, RSC 1985, c C-36 (the* "~~CCAA~~"),~~, applies.

PLAN OF ARRANGEMENT

3. ~~The Applicant~~FCM and/or the Debtor Companies shall have the authority to file and may, subject to further order of this Court, file with this Court plans of compromise or arrangements (the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. The Debtor Companies shall:

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

(b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property;

(c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively **"Assistants"**) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order; and

(d) be entitled to continue to utilize the central cash management system currently in place as described in the Alexander Affidavit or replace it with another substantially similar central cash management system (the **"Cash Management System"**) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Debtor Companies of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Debtor Companies, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

5. To the extent permitted by law, the Debtor Companies shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) the reasonable fees and disbursements of any Assistants retained or employed by the Debtor Companies in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order; and

(c) in accordance with the Cash Flow Forecast, for goods and services supplied to the Debtor Companies, including for periods prior to the date of this Order if, in the opinion of the Monitor, the supplier or vendor of such goods or services is necessary for the operation or preservation of the Business or the Property.

6. Except as otherwise provided to the contrary herein, the Debtor Companies shall be entitled but not required to pay all reasonable expenses incurred by the Debtor Companies in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Debtor Companies following the date of this Order.

7. The Debtor Companies shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:

(i) employment insurance,

(ii) Canada Pension Plan, and

(iii) income taxes,

but only where such statutory deemed trust amounts arise after the date of ~~this~~the Initial Order, or are not required to be remitted until after the date of ~~this~~the Initial Order, unless otherwise ordered by the Court;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Debtor Companies in connection with the sale of goods and services by the Debtor Companies, but only where such Sales Taxes are accrued or collected after the date of ~~this~~the Initial Order, or where such Sales Taxes were accrued or collected prior to the date of ~~this~~the Initial Order but not required to be remitted until on or after the date of ~~this~~the Initial Order; and

(c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Debtor Companies, that become due or assessed after the date of the granting of the within the Initial Order.

8. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Debtor Companies may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Debtor Companies from time to time for the period commencing from and including the date of ~~this~~the Initial Order ("**Rent**"), but shall not pay any rent in arrears.

9. Except as specifically permitted in this Order, the Debtor Companies 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 Debtor Companies to any of their creditors as of the date of ~~this~~the Initial Order;

(b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and

(c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. The Debtor Companies shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined in paragraph 34), have the right to:

(a) permanently or temporarily cease, downsize or shut down any portion of their business or operations and to dispose of redundant or non-material assets~~ not exceeding $100~~,~~000 in~~ or any ~~one transaction or $250,000 in the aggregate, provided that any sale that is either ~~assets that are considered livestock, meat from processed livestock, or livestock feed, on such terms and conditions as the Monitor deems reasonable and appropriate, in the case of livestock having regard to, among other things:

(i) the views of BNS and FCC, including any guarantors of the Debtor Companies' secured loans, if those guarantors confirm to the Monitor that they have no intention of participating as potential buyers in ~~excess of ~~the ~~above thresholds,~~SISP or livestock sales;

(ii) the health and welfare of the Debtor Companies' livestock;

(iii) the reasonably foreseeable cost of feeding and caring for the Debtor Companies' livestock if the livestock is not disposed of on such terms and conditions;

(iv) the reasonably foreseeable availability of labour, feed, veterinary care and transportation if the livestock is not disposed of on such terms and conditions;

(v) the recommendations of the Debtor Companies' management;

(vi) prevailing Canadian market prices based on recent lamb and sheep auctions, recent lamb and sheep sale transactions and market offers for finished lambs from Canadian lamb processing plants; and

(vii) Monitor's solicitation of parties for offers to acquire livestock;

provided that that any disposition in favour of a person related to the Debtor Companies (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;

(b) terminate the employment of such of their employees or temporarily lay off such of their employees as it deems appropriate, whether by agreement or otherwise, and to deal with any consequences thereof in the Plan;

(c) disclaim or resiliate, in whole or in part, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Monitor deems appropriate, in accordance with section 32 of the CCAA; and

(d) pursue all avenues of refinancing or restructuring of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or restructuring,

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

11. The Debtor Companies shall provide each of the relevant landlords with notice of the Debtor Companies' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Debtor Companies' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord

and the Debtor Companies, or by further order of this Court upon application by the Debtor Companies on at least two (2) days' notice to such landlord and any such secured creditors. If the Debtor Companies disclaims or resiliates 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 such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Debtor Companies' claim to the fixtures in dispute.

12. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:

(a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the effected Debtor Companies and the Monitor five (5) business days prior written notice; and

(b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Debtor Companies in respect of such lease or leased premises and such landlord shall be entitled to notify the effected Debtor Companies and the Monitor of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE DEBTOR COMPANIES OR THE PROPERTY

13. Until and including ~~10 days after the date of this Order~~December 9, 2022 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Debtor Companies or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtor Companies or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Debtor Companies or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:

(a) empower the Debtor Companies to carry on any business that the Debtor Companies are not lawfully entitled to carry on;

(b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;

(c) prevent the filing of any registration to preserve or perfect a security interest;

(d) prevent the registration of a claim for lien; or

(e) exempt the Debtor Companies from compliance with statutory or regulatory provisions relating to health, safety or the environment.

15. Nothing in this Order shall prevent any party from taking an action against the Debtor Companies where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

17. During the Stay Period, all persons having:

(a) statutory or regulatory mandates for the supply of goods and/or services; or

(b) oral or written agreements or arrangements with the ~~Applicant~~Debtor Companies, including without limitation, oral or written agreements pertaining to all computer software, communication and other data services, centralized banking services, payroll services, insurance services, transportation services, veterinarian services, livestock health or animal welfare services, feed supply agreements, grain supply agreements, silage supply agreements, utility services or other services to the Business or the Debtor Companies,

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

18. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of ~~this~~the Initial Order, nor shall any person, other than the Interim Lender (as hereinafter defined) where applicable, be under any obligation on or after the date of ~~this~~the Initial Order to advance or re-advance any monies or otherwise extend any credit to the Debtor Companies.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 15 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Debtor Companies with respect to any claim against the directors or officers that arose before the date of ~~this~~the Initial Order and that relates to any obligations of the Debtor Companies 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 Debtor Companies, if one is filed, is sanctioned by this Court or is refused by the creditors of the Debtor Companies or this Court.

APPOINTMENT OF MONITOR AND ENHANCED POWERS

20. Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs of the Debtor Companies with the powers and obligations set out in the CCAA or set forth herein and that the Debtor Companies and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Debtor Companies 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.

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

(a) monitor the Debtor Companies' receipts and disbursements, Business and dealings with the Property;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Debtor Companies;

(c) assist the Debtor Companies, to the extent required by the Debtor Companies, in their dissemination to the Interim Lender and its counsel on a weekly basis of financial and other information as agreed to between the Debtor Companies and the Interim Lender which may be used in these proceedings, including reporting on a basis as reasonably required by the Interim Lender;

(d) advise the Debtor Companies in their preparation of the Debtor Companies' 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 ~~the Applicant~~FCM and/or the Debtor Companies in their development of the Plan and any amendments to the Plan;

(f) assist ~~the Applicant~~FCM and/or the Debtor Companies, to the extent required by ~~the Applicant~~FCM and/or the Debtor Companies, 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 Debtor Companies to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Debtor Companies or to perform their duties arising under this Order;

(h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;

(i) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Debtor Companies and any other Person; and

(j) perform such other duties as are required by this Order or by this Court from time to time.

22. In addition to, and without limiting in any way, the powers and duties of the Monitor set out in this Order, the Monitor is also authorized and empowered, but not required to:

(a) exercise such rights, powers and obligations of the Debtor Companies as the Monitor deems necessary or advisable, including, but not limited to the powers set out under the following paragraphs of this Order 4, 5, 6, 7, 8, 9, 10, 11, 33, 34, 35, 38, 39, 4~~1~~2, 4~~4~~5, ~~49~~50, 5~~5~~6 and 5~~6~~7;

(b) exercise any power which may be properly exercised by an officer or the board of directors of the Debtor Companies;

(c) take any steps in order to direct or cause the Debtor Companies to exercise any rights or fulfill any of their duties under this Order;

(d) take any and all steps in order to direct or cause the Debtor Companies to manage the Business, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the Business, cease to perform any contracts of the Debtor Companies and/or disclaim any leases on behalf of the Debtor Companies;

(e) take any and all steps in order to direct or cause the Debtor Companies to administer the Property or to perform such other functions or duties as the Monitor considers necessary or desirable to deal with the Property;

(f) execute, assign, issue, and endorse documents of whatever nature in respect of the Property and/or the Business in the name and on behalf of the Debtor Companies;

(g) subject to the requirement for Court approval set forth in section 36 of the CCAA, negotiate, enter into, direct or cause the Debtor Companies to complete one of more expedited transactions for the sale of all or any part of the Business, or the Property (including for the sale of livestock), or any part thereof, and conduct, supervise, and recommend to the Court any procedure regarding the allocation and/or distribution of proceeds of any sales;

(h) cause the Debtor Companies to retain the service of any person as an employee, consultant, or other similar capacity;

(i) prepare, negotiate, and file with this Court a Plan in respect of the Debtor Companies, provided the Debtor Companies shall be deemed to have formulated such plan, and any distributions made thereunder shall be deemed to have been made by the Debtor Companies and not the Monitor; and

(j) to take any steps reasonably incidental to the exercise of Monitor's powers in this Order or the performance of any statutory obligation on behalf of the Debtor Companies,

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the past or present directors and officers of the Debtor Companies, and without interference from any other Person.

23. Notwithstanding anything contained in this Order, the Monitor is not and shall not be deemed:

(a) a principal, director, officer, or employee of the Debtor Companies;

(b) an employer, successor employer, or related employer of the employees of the Debtor Companies or any employee caused to be hired by the Debtor Companies by the Monitor within the meaning of any relevant legislation, regulation, common law, or rule of law or equity governing employment, pensions, or labour standards for any purpose whatsoever or expose the Monitor to any liability to any individual arising from or relating to their employment or previous employment by the Debtor Companies; and

(c) the receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of the Debtor Companies within the meaning of any relevant legislation, regulation, common law, or rule of law or equity.

24. The Debtor Companies shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order and shall provide such assistance as the Monitor may reasonably request from time to time to enable the Monitor to carry out it duties and powers as set out in this Order, any other ~~O~~order of this Court under the CCAA or applicable law generally.

25. The power and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Debtor Companies with respect to such matters.

26. 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 maintain possession or control of the Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done

in pursuance of the Monitor's duties and powers under this Order be deemed to be in possession of any of the Property within the meaning of any federal or provincial environmental legislation.

27. The Monitor shall provide any creditor of the Debtor Companies and the Interim Lender, with information required to be provided by the Debtor Companies 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 Debtor Companies is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor may determine.

28. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

29. The Monitor, counsel to the Monitor, counsel to ~~the Applicant~~FCM, and counsel to the Debtor Companies shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the Debtor Companies as part of the costs of these proceedings. The Debtor Companies are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, counsel for ~~the Applicant~~FCM, and counsel for the Debtor Companies in accordance with such parties' retainer agreements. For greater clarity, counsel to ~~the Applicant~~FCM shall be paid its reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings) by the Debtor Companies for its work in preparing for and obtaining th~~is~~e Initial Order up to and including the August 8, 2022 hearing of the application for ~~this~~the Initial Order (the "**Initial Order Fees and Disbursements**").

30. The Monitor and its legal counsel shall pass their accounts from time to time.

31. The Monitor, counsel to the Monitor, counsel to ~~the Applicant~~FCM and the Debtor Companies' counsel, as security for the professional fees and disbursements incurred

both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $700,000 as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of ~~this~~the Initial Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 4~~0~~1 and 4~~2~~3 hereof. For greater clarity, in regard to counsel to ~~the Applicant~~FCM, the Administration Charge shall only secure payment of the Initial Order Fees and Disbursements.

32. The Debtor Companies are hereby authorized and empowered to obtain and borrow under a credit facility from The Bank of Nova Scotia (the "**Interim Lender**") in order to finance the Debtor Companies' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility (the "**Interim Lender Facility**") shall not exceed $1,500,000, plus interest and fees, unless permitted by further order of this Court.

33. The Interim Lender Facility shall be on the terms and subject to the conditions set forth in the first amended and restated interim financing facility term sheet provided by the Interim Lender dated as of August 15, 2022 (the "**Amended Interim Financing Term Sheet**").

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

35. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property to secure all obligations under the

Definitive Documents incurred on or after the date of ~~this~~the Initial Order which charge shall not exceed the aggregate amount advanced on or after the date of ~~this~~the Initial Order under the Definitive Documents. The Interim Lender's Charge shall not secure any obligation existing before the date ~~this~~the Initial Order is made. The Interim Lender's Charge shall have the priority set out in paragraphs 4~~0~~1 and 4~~2~~3, hereof.

36. 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 the Definitive Documents or the Interim Lender's Charge, the Interim Lender may, subject to the provisions of the Definitive Documents with respect to the giving of notice, and in accordance with the Definitive Documents and the Interim Lender's Charge, as applicable, exercise any and all of its rights and remedies against the Debtor Companies or the Property under or pursuant to the Definitive Documents, and the Interim Lender's Charge, including without limitation, to cease making advances to the Debtor Companies and set off and/or consolidate any amounts owing by the Interim Lender to the Debtor Companies against the obligations of the Debtor Companies to the Interim Lender under 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 Debtor Companies and for the appointment of a trustee in bankruptcy of the Debtor Companies; 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 Debtor Companies or the Property.

37. The Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed under the CCAA, or any proposal filed under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.

KEY EMPLOYEE INCENTIVE PLAN

38. The Key Employee Incentive Plan (**"KEIP"**), which is exhibited as Confidential Exhibit "A" to the Alexander Affidavit (filed under Sealing Order of this Court), is hereby approved, and the Debtor Companies are authorized and directed to make the payments contemplated under the KEIP should any applicable employees become entitled to any such payments in accordance with the terms and conditions of the KEIP.

39. Each of the beneficiaries of the KEIP shall be entitled to the benefit of and are hereby granted a charge on the Property (the **"KEIP Charge"**), which KEIP Charge shall not exceed an aggregate amount of $500,000, to secure the amounts payable under the KEIP.

SELLING AGENT CHARGE

40. The Selling Agent, as defined in the First Report of the Monitor and the sales and investment solicitation process attached as Appendix "B" thereto (**SISP**), shall be entitled to the benefits of and is hereby granted a charge (the "**Selling Agent's Charge**") on the "Property" and "Business" subject to the SISP (and both as defined in the SISP), which charge shall not exceed an aggregate amount of $500,000, as security for the fees and expenses payable to the Selling Agent pursuant to the engagement letter between the Monitor and the Selling Agent, dated August 15, 2022. The Selling Agent's Charge shall have the priority set out in paragraphs 41 and 43, hereof.

VALIDITY AND PRIORITY OF CHARGES

41. ~~40.~~ The priorities of the Administration Charge, the Interim Lender's Charge and the KEIP Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $700,000);

Second – Interim Lender's Charge (to the maximum amount of $1,800,000);

Third – KEIP Charge (to the maximum amount of $~~1,~~500,000); ~~and~~

~~Third~~Fourth – ~~KEIP~~Selling Agent's Charge (to the maximum amount of $500,000).

42. ~~41.~~ The filing, registration or perfection of the Administration Charge, the Interim Lender's Charge ~~and~~, the KEIP Charge and the Selling Agent's Charge (collectively, the "**Charges**") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or

perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

43. ~~42.~~ Each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property, or, in the case of the Selling Agent's Charge, a charge on the "Property" and "Business" subject to and as defined in the SISP, and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

44. ~~43.~~ Except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtor Companies shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Debtor Companies also obtain the prior written consent of the Monitor, the Interim Lender, and the beneficiaries of Charges, or further order of this Court.

45. ~~44.~~ The Charges 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 the Interim Lender thereunder shall not otherwise be limited or impaired in any way by:

(a) the pendency of these proceedings and the declarations of insolvency made in this Order;

(b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;

(c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;

(d) the provisions of any federal or provincial statutes; or

(e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") that binds the Debtor Companies, and notwithstanding any provision to the contrary in any Agreement:

(i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, including the Interim Financing Term Sheet or the Definitive Documents, shall create or be deemed to constitute a new breach by the Debtor Companies of any Agreement to which they are a party;

(ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges, the Debtor Companies entering into the Interim Financing Term Sheet, or the execution, delivery or performance of the Definitive Documents; and

(iii) the payments made by the Debtor Companies pursuant to this Order, including the Interim Financing Term Sheet 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.

ALLOCATION

46. ~~45.~~ Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the various assets comprising the Property.

SERVICE AND NOTICE

47. ~~46.~~ The Monitor shall (i) without delay, publish in the *Calgary Herald* and the *Winnipeg Free Press* a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Debtor Companies of more than $1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.

48. ~~47.~~ The Monitor shall establish a case website in respect of the within proceedings at www.ey.com/ca/NALCO (the "**Monitor's Website**").

49. ~~48.~~ The ~~Applicant and the~~ Monitor ~~are~~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, recorded mail, courier, personal delivery or electronic transmission to the Debtor Companies' creditors or other interested parties at their respective addresses as last shown on the records of the Debtor Companies 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 or recorded mail, on the seventh day after mailing. Any person that wishes to be served with any application and other materials in these proceedings must deliver to ~~the Applicant or~~ the Monitor by way of ordinary mail, courier, or electronic transmission, a request to be added to the service list (the "**Service List**") to be maintained by the Monitor.

50. ~~49.~~ 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 counsel's email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor's website.

51. ~~50.~~ The ~~Applicant, the~~ Debtor Companies~~,~~ and~~, where applicable,~~ the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by sending true copies thereof by prepaid ordinary mail, record mail, courier, personal delivery or electronic transmission to the Debtor Companies' creditors or other interested parties at their respective addresses last shown on the records of the Debtor Companies, or as otherwise updated on the Service List.

GENERAL

52. ~~51.~~ The Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

53. ~~52.~~ Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The

Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

54. ~~53.~~ 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 Debtor Companies, the Business or the Property.

55. ~~54.~~ This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction, to give effect to this Order and to assist ~~the Applicant~~FCM, the Debtor Companies and the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to ~~the Applicant~~FCM, the Debtor Companies, 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 Applicant~~FCM, the Debtor Companies and the Monitor and their respective agents in carrying out the terms of this Order.

56. ~~55. The Applicant~~FCM, the Debtor Companies and the Monitor be at liberty and are 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 that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

57. ~~56.~~ Any interested party (including ~~the Applicant~~FCM and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

58. ~~57.~~ This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

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Justice of the Court of Queen's Bench of Alberta

~~AGREED TO as the Form of Order Granted this 8th day of August, 2022~~

~~**MLT AIKINS LLP**~~

~~Per: ______________________________~~
~~Jeffrey M. Lee, Q.C. and Ryan Zahara, Counsel to the Applicant, Fresh Canada Meats Ltd.~~

~~AGREED TO as the Form of Order Granted this 8th day of August, 2022~~

~~**BENNETT JONES LLP**~~

~~Per: ______________________________~~
~~Chris Simard, Counsel to 2079468 Ltd.~~

~~AGREED TO as the form of Order Granted this 8th day of August, 2022~~

~~**NORTON ROSE FULBRIGHT CANADA LLP**~~
~~Per:~~
~~Howard Gorman, Counsel to the Monitor, Ernst & Young Inc.~~

Schedule D

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTH AMERICAN LAMB COMPANY LTD., CANADA SHEEP AND LAMB FARMS LTD., CANADA SHEEP HOLDINGS LTD., LAMB CLUB MARKETING LIMITED, CANADA LAMB GROWERS LTD., CANADA LAMB PROCESSORS LTD. and CANINE FAIR LTD.	
DOCUMENT	**ORDER RE SALE AND INVESTMENT SOLICITATION PROCESS**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Norton Rose Fulbright Canada LLP 400 3rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 CANADA Howard A. Gorman, Q.C. / Meghan L. Parker howard.gorman@nortonrosefulbright.com meghan.parker@nortonrosefulbright.com Tel: +1 403.267.8222 Fax: +1 403.264.5973 Lawyers for the Monitor File no.: 1001221818	

DATE ON WHICH ORDER WAS PRONOUNCED: AUGUST 17, 2022

LOCATION OF HEARING: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE R.A. NEUFELD

UPON the application of Ernst & Young Inc., in its capacity as Court-appointed Monitor (the **Monitor**) of North American Lamb Company Ltd., Canada Sheep and Lamb Farms Ltd., Canada Sheep Holdings Ltd., Lamb Club Marketing Limited, Canada Lamb Growers Ltd., Canada Lamb Processors Ltd., and Canine Fair Ltd. (the **Debtor Companies**); **AND UPON**

having read the Initial Order granted by the Honourable Justice K.M. Horner on August 8, 2022; **AND UPON** having read the Pre-filing Report of the Monitor dated August 5, 2022, and the First Report of the Monitor, to be filed; **AND UPON** having heard submissions from counsel for the Monitor, and any other party that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of the application is hereby validated and deemed good and sufficient and this application is properly returnable today.

2. The Engagement Letter dated August 15, 2022, a redacted copy of which is attached as Appendix "C" to the First Report of the Monitor and an unredacted copy of which is attached as Appendix "A" to the Confidential Supplement to the Monitor's First Report (the **Engagement Letter**), and the Monitor's entry into the Engagement Letter, is hereby approved and Ernst & Young Orenda Corporate Finance Inc. and Ernst & Young Real Estate Services Inc. are authorized to act as the exclusive selling agent (the **Selling Agent**) and to market the properties of the Debtor Companies on behalf of the Monitor in accordance with the terms of the sales and investment solicitation process (the **SISP**), which is attached as Appendix "A" to this Order.

3. The fees and expenses payable to the Selling Agent under the Engagement Letter are hereby approved.

4. The Selling Agent shall incur no liability or obligation as a result of its engagement or the carrying out of its mandate under the Engagement Letter, save and except for gross negligence or willful misconduct on its part.

5. The SISP is hereby approved and the Monitor and the Selling Agent are authorized and directed to implement the SISP and to perform all steps and actions required of it pursuant to the SISP.

6. The Monitor is at liberty to reapply for further advice and direction as may be necessary to give full force and effect to the terms of this Order.

7. Service of this Order by e-mail, facsimile, courier, regular mail or personal delivery shall constitute good and sufficient service of this Order.

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Justice of the Court of Queen's Bench of Alberta

APPENDIX "A"

Procedures for the Sale and Investment Solicitation Process

1. On August 8, 2022, the Alberta Court of Queen's Bench (the **Court**) made an order (the **Initial Order**) appointing Ernst & Young Inc. (**EY**) as Monitor (the **Monitor**) of North American Lamb Company Ltd., Canada Sheep and Lamb Farms Ltd., Canada Sheep Holdings Ltd., Lamb Club Marketing Limited, Canada Lamb Growers Ltd., Canada Lamb Processors Ltd. and Canine Fare Ltd. (collectively, the **Debtor Companies**), pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the **CCAA**). The Monitor is requesting Court approval of the sale and investment solicitation process in respect of the business and property, but excluding all livestock, meat from processed livestock, and livestock feed, of the Debtor Companies (the **SISP**), as set forth herein, at a Court application scheduled on August 17, 2022.

2. Among other things, the Initial Order granted to the Monitor enhanced powers to exercise such rights, powers and obligations of the Debtor Companies as deemed necessary or advisable, and approved of the Debtor Companies' ability to borrow under an Interim Lender Facility with the Bank of Nova Scotia (the **Interim Lender**) pursuant to an Interim Financing Term Sheet dated August 9, 2022.

3. Pursuant to Sections 4(c) and 22(a) of the Initial Order, the Monitor engaged Ernst & Young Orenda Corporate Finance Inc. and Ernst & Young Real Estate Services Inc. (the **Selling Agent**) pursuant to an engagement letter dated August 12, 2022 to act as the exclusive marketing agent in the SISP.

4. Set forth below are the procedures (the **SISP Procedures**) to be followed with respect to the SISP to be undertaken to seek a Successful Bid, and if there is a Successful Bid, to complete the transactions contemplated by the Successful Bid.

Defined Terms

5. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Initial Order. In addition, capitalized terms used but not otherwise defined in these SISP Procedures shall have the following meanings:

"**Business**" means the business being carried on by the Debtor Companies, but excluding all livestock, meat from processed livestock, and feed;

"**Business Day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the City of Calgary;

"**Property**" means the undertaking, property and assets (including shares) of the Debtor Companies or any portion thereof, but excluding all livestock, meat from processed livestock, and feed;

"**SISP Information**" means the list of potential purchasers and investors, information regarding the identity and number of bidders or prospective bidders participating in the SISP, the number of bids received or the terms of any bids received, and any similar information in connection with the SISP;

"**Secured Lenders**" means (1) the Bank of Nova Scotia, the operating lender of the Debtor Companies, who was owed $14,491,144.98 as at July 22, 2022; and (2) Farm Credit Canada, the term loan lender of the Debtor Companies, who was owed $24,103,728.22 as at July 19, 2022, and any guarantor of any of the foregoing indebtedness;

Overview of Process and Timeline

6. The purpose of the SISP is to solicit interest in, and opportunities for, one or more of any combination of sale(s) of all, or substantially all, of the Debtor Companies' Property and Business. Qualified Bids (defined below) may be comprised of a variety of structures, and may, where appropriate, include a reverse vesting order transaction structure.

7. The SISP has been prepared with input from the Selling Agent, the Secured Lenders, and the Interim Lender.

8. The SISP Procedures set forth herein describe the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Debtor Companies, the Business and the Property, the manner in which a bid becomes a Qualified Bid (as defined herein), the receipt and negotiation of bids received, the ultimate selection of a Successful Bid, if any, and the approval thereof by the Court.

9. The Monitor shall be entitled to consult with the Selling Agent, the Secured Lenders and the Interim Lender in respect of any matter relating to these SISP Procedures, to the extent that such persons declare to the Monitor in writing that they do not intend to participate in the SISP. The Monitor shall be entitled to disclose the SISP Information to the Selling Agent, the Secured Lenders and the Interim Lender for the purposes of consulting on any aspect of these SISP Procedures, including any bid received in the course of the SISP to the extent that such persons declare to the Monitor in writing that they do not intend to participate in the SISP.

10. As described below, the various deadlines herein may be amended in whole or in part at the discretion of the Monitor, in consultation with the Selling Agent, the Secured Lenders and the Interim Lender, to the extent that such persons declare to the Monitor in writing that they do not intend to participate in the SISP.

11. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any bid, due diligence activities, and any negotiations or other actions whether or not they lead to the consummation of a transaction.

12. Nothing in these SISP Procedures shall limit or supersede the rights or remedies of the Interim Lender as provided for the Interim Financing Term Sheet or the Initial Order, both as may be amended from time to time.

13. The Selling Agent shall implement these SISP Procedures with the assistance and supervision of the Monitor. The Debtor Companies are required to assist and support the efforts of the Selling Agent and the Monitor, as provided herein. In the event that there is disagreement as to the interpretation or application of these SISP Procedures, the Court will have jurisdiction to hear and resolve any such dispute.

14. The following table sets out the key milestones under this SISP, subject to extension by the Monitor pursuant to and in accordance with these SISP Procedures:

Milestone	Deadline
Selling Agent to initiate marketing	September 12, 2022
Bid Deadline	October 27, 2022
Signed PSA	November 15, 2022
Court Approval	On or before December 7, 2022
Transaction Closing	On or before December 23, 2022

<u>Solicitation of Interest</u>

15. As soon as practicable following the issuance of the Court approval of the SISP, and in any event on or before September 12, 2022, the Selling Agent shall cause a notice of the SISP to be published in the National Post, the Calgary Herald, the Lethbridge Herald, and the Winnipeg Free Press.

16. The Selling Agent, in consultation with the Monitor, will prepare a list of potential bidders, including: (i) any parties that have approached the Debtor Companies, the Monitor and the Selling Agent indicating an interest in the Property; and (ii) local, national and international strategic parties who the Selling Agent and the Monitor believe may be interested in purchasing all or part of the Property.

17. A non-confidential teaser letter prepared by the Selling Agent (the **Teaser**) describing the opportunity to acquire some, all or substantially all of the Business or Property will be made available by the Selling Agent to prospective purchasers or prospective strategic or financial investors and will be posted on the Monitor's website and Selling Agent's website as soon as practicable.

18. In order to participate in the SISP, each person (a **Potential Bidder**) must deliver to the Selling Agent and the Monitor at the addresses specified in Exhibit "A" hereto and prior to granting of access to the electronic data room containing confidential information concerning the Business and Property (the **Data Room**) and the distribution of any such confidential information by the Selling Agent or the Monitor to a Potential Bidder, an executed confidentiality agreement, in form and substance satisfactory to the Monitor.

<u>The Bidding Process</u>

19. All Potential Bidders that are parties to a confidentiality agreement with the Monitor in accordance with these SISP Procedures shall be deemed to be a qualified bidder (a **Qualified**

Bidder) and, upon notification from the Monitor to the Selling Agent, will be promptly notified of such qualification by the Selling Agent.

20. Qualified Bidders shall be provided with access to the Data Room and, if requested by the Qualified Bidder and deemed appropriate by the Monitor, a management presentation, together with such further information as the Selling Agent and the Monitor may deem appropriate. The Selling Agent and the Monitor make no representation or warranty as to the accuracy or completeness of the information contained in the Teaser or in the Data Room.

21. A Qualified Bidder, if it wishes to submit a bid, must deliver written copies of a non-binding letter of intent (a **Bid**) to the Selling Agent and the Monitor at the addresses specified in Exhibit “A” hereto to each of them by no later than 12:00 p.m. (Mountain Time) on October 27, 2022, or such other date or time as may be agreed by the Monitor (the **Bid Deadline**).

22. A Bid will be deemed to be a “**Qualified Bid**” only if the Bid complies with all of the following:

(a) it includes a term sheet describing the terms and conditions of the proposed transaction, including identification of the Business or Property (including any liabilities to be assumed) proposed to be acquired, the purchase price for the Business or Property proposed to be acquired expressed in Canadian dollars (the **Purchase Price**), a detailed description of all assumptions and conditions that the Bidder has factored into its proposed Purchase Price, the effective date of the proposed transaction, and the structure and financing of the proposed transaction;

(b) it is not subject to a financing condition and it includes written evidence of the financial ability to consummate the proposed transaction (including, but not limited to, the sources of financing for the Purchase Price, evidence of the availability of such financing and the steps necessary and associated timing to obtain the financing and consummate the proposed transaction and any related contingencies, as applicable) that will allow the Monitor to make a reasonable determination as to the Qualified Bidder’s financial and other capabilities to consummate the transaction contemplated by its Bid;

(c) it contains a description of the conditions and approvals required for a final and binding offer, including any anticipated corporate, security holder, internal or regulatory approvals required to close the transaction, an estimate of the anticipated time frame and any anticipated impediments for obtaining such approvals;

(d) it contains an outline of any additional due diligence required to be conducted by the Qualified Bidder in order to submit a final and binding offer;

(e) it fully discloses the identity of each person (including any person that controls such person) that will be directly or indirectly sponsoring or participating in the bid and the complete terms of any such participation;

(f) it does not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment;

(g) it contains such other information as may reasonably be requested by the Selling Agent or the Monitor; and

(h) it is received by the Bid Deadline.

23. The Monitor, in consultation with the Selling Agent, the Secured Creditors and the Interim Lender, to the extent that such persons have not submitted a Bid, will assess the Bids received by the Bid Deadline and determine which Bids constitute Qualified Bids. The Monitor may waive compliance with any one or more of the requirements specified herein and deem such non-compliant bids to be Qualified Bids. The Monitor also reserves the right to request that certain Qualified Bidders revisit their Qualified Bids in the event that multiple Qualified Bids are competitive.

24. The Monitor may reject any Bid if it determines that such bid does not constitute a Qualified Bid, is otherwise inadequate or insufficient, or is otherwise contrary to the best interests of the Debtor Companies or any of their creditors or other stakeholders.

25. The Monitor, in consultation with the Selling Agent, the Secured Creditors and the Interim Lender, to the extent that such persons have not submitted a Bid, may determine the most favourable of the Qualified Bids (the **Successful Bids** and the persons delivering Successful Bids the **Successful Bidders**).

26. The Selling Agent and the Monitor shall coordinate all reasonable requests for additional or confirmatory due diligence materials and information from Successful Bidders. If requested by a Successful Bidder, the Selling Agent shall arrange for a site visit, subject to compliance with health, safety and security measures reasonably required by the Monitor.

27. The Monitor, in consultation with the Selling Agent, the Secured Creditors and the Interim Lender, to the extent that such persons have not submitted a Bid, may then proceed to negotiate and settle the terms and conditions of a definitive agreement (**Definitive Agreement**) in respect of Successful Bids.

28. The Definitive Agreement shall be in substantially the same form as the template purchase and sale agreement to be provided by the Monitor (**Template Agreement**), and must be fully negotiated, completed, duly executed by the Successful Bidder, and provided to the Selling Agent and the Monitor at the addresses specified in Exhibit “A” hereto (including by email) so as to be received by each of them no later than 12:00 p.m. (Mountain Time) on November 15, 2022, or such other date or time as may be agreed to by the Monitor (the **Agreement Deadline**). The Definitive Agreement shall be conditional on the Court approval, which the Monitor shall obtain on or before December 7, 2022, or such other date or time as may be agreed by the Monitor, and on the Definitive Agreement closing on or before December 23, 2022, or such other date as shall be agreed to by the Monitor. Among other things, the Definitive Agreement shall also:

(a) meet all of the requirements in respect of Qualified Bids, other than the requirements set out in Paragraphs 22(c), 22(d) and 22(h);

(b) clearly identify the form of consideration used to satisfy the Purchase Price and estimated value of the consideration in Canadian dollars;

(c) clearly identify the contracts, agreements or other arrangements held by the Debtor Companies that are to be assumed by the Successful Bidder;

(d) be accompanied by written evidence of a firm irrevocable commitment for all required financing;

(e) not be conditioned on: (i) the outcome of unperformed due diligence; and/or (ii) obtaining financing;

(f) include an acknowledgement and representation that the Successful Bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Business or Property to be acquired and liabilities to be assumed in making its bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Business or Property to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly provided in a Definitive Agreement;

(g) be accompanied by evidence, in form and substance reasonably satisfactory to the Monitor, of authorization and approval from the Successful Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Successful Bid, and confirm that no additional shareholder, regulatory or other approvals are outstanding;

(h) be accompanied by a non-refundable deposit (the **Deposit**) in the form of a wire transfer (to a bank account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of the Monitor, in trust, in an amount equal to ten percent (10%) of that total consideration set out in the Definitive Agreement;

(i) be accompanied by a blackline against the draft form of the Template Agreement;

(j) not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment;

(k) contain such other information as may reasonably be requested by the Monitor.

<u>Court Approval</u>

29. The Monitor shall apply to the Court (the **Approval Application**) for an order approving any number of Successful Bids and authorizing the Monitor to enter into any and all necessary agreements with respect to the Successful Bids, as well as an order vesting title to the Business or Property in the name of the Successful Bidders.

30. The Approval Application will be held on or before December 7, 2022 upon the application of the Monitor. The Approval Application may be adjourned or rescheduled by the Monitor without further notice.

<u>Deposits</u>

31. All Deposits shall be retained by the Monitor and deposited in a trust account. A Deposit paid by a Successful Bidder whose bid is approved by the Approval Application shall be applied to the Purchase Price to be paid or investment amount to be made in respect of the Successful Bid upon closing of the approved transaction and will be non-refundable.

No Amendment

32. There shall be no amendments to the SISP Procedures, including for greater certainty, the process and procedures set out herein, without the consent of the Monitor, the Interim Lender and the Secured Lenders.

"As Is, Where Is"

33. Any sale of the Business or Property will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Monitor or the Selling Agent or any of their respective affiliates, advisors, agents or representatives, except to the extent otherwise provided under a Definitive Agreement with a Successful Bidder executed and delivered by the Monitor. Neither the Monitor nor the Selling Agent nor any of their respective affiliates, advisors, agents or representatives make any representation or warranty as to the accuracy or completeness of the information contained in the Teaser or in the Data Room, except to the extent otherwise provided under a Definitive Agreement with a Successful Bidder executed and delivered by the Monitor.

Free Of Any and All Claims and Interests

34. In the event of a sale of the Business or the Property, to the extent permitted by law, all of the rights, title and interests of the Debtor Companies in and to the Business or the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests on or against the Property (collectively, the **Claims and Interests**) such Claims and Interests to attach only to the net proceeds of the sale of such Property (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in a Definitive Agreement with a Successful Bidder.

No Obligation to Conclude a Transaction

35. The Monitor has no obligation to agree to conclude a sale or investment arising out of this SISP, and it reserves the right and unfettered discretion to reject any offer or other proposal made in connection with this SISP. In addition, at any time during this SISP, the Monitor may determine to terminate these SISP Procedures, and shall provide notice of such a decision to all Qualified Bidders, as applicable.

Pre-emptive Offers

36. Notwithstanding the foregoing SISP Procedures, the Monitor reserves the right to receive and consider pre-emptive offers in respect of all or part of the Property or the Business, and to accept any such offers subject to Court approval.

Further Orders

37. At any time during this SISP, the Monitor or the Selling Agent may apply to the Court for advice and directions with respect to the discharge of their powers and duties hereunder.

EXHIBIT "A"

ADDRESSES FOR NOTICES

If to the Monitor:

Ernst & Young Inc.
2200, 215 2nd Street SW
Calgary, Alberta T2P 1M4

Attention:	Neil Narfason / Christopher Keliher
Phone:	403-206-5067 / 403-206-5661
Fax:	403-206-5075
E-Mail:	neil.narfason@parthenon.ey.com christopher.keliher@ parthenon.ey.com

With a copy to:

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2 CANADA

Attention:	Howard A. Gorman, Q.C. / Meghan L. Parker
Phone:	403-267-8144 / 403-267-8211
Fax:	403.264.5973
E-Mail:	howard.gorman@nortonrosefulbright.com meghan.parker@nortonrosefulbright.com

If to the Selling Agent:

Ernst & Young Orenda Corporate Finance Inc.
100 Adelaide Street West
Toronto, Ontario M5H 0B3

Attention:	Zach Pendley / Duncan Yang
Phone:	416-943-5465 / 416-943-3185
Fax:	416-864-1174
E-Mail:	zach.pendley@ca.ey.com duncan.yang@ca.ey.com

Schedule E

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTH AMERICAN LAMB COMPANY LTD., CANADA SHEEP AND LAMB FARMS LTD., CANADA SHEEP HOLDINGS LTD., LAMB CLUB MARKETING LIMITED, CANADA LAMB GROWERS LTD., CANADA LAMB PROCESSORS LTD. and CANINE FAIR LTD.	
DOCUMENT	**ORDER RE RESTRICTED COURT ACCESS**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Norton Rose Fulbright Canada LLP 400 3rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 CANADA Howard A. Gorman, Q.C. / Meghan L. Parker howard.gorman@nortonrosefulbright.com meghan.parker@nortonrosefulbright.com Tel: +1 403.267.8222 Fax: +1 403.264.5973 Lawyers for the Monitor, Ernst & Young Inc. File no.: 1001221818	

DATE ON WHICH ORDER WAS PRONOUNCED:	AUGUST 17, 2022
LOCATION OF HEARING:	CALGARY, ALBERTA
NAME OF JUSTICE WHO MADE THIS ORDER:	HONOURABLE JUSTICE R.A. NEUFELD

UPON the application of Ernst & Young Inc., in its capacity as Court-appointed Monitor (the **Monitor**) of North American Lamb Company Ltd., Canada Sheep and Lamb Farms Ltd., Canada Sheep Holdings Ltd., Lamb Club Marketing Limited, Canada Lamb Growers Ltd., Canada Lamb Processors Ltd., and Canine Fair Ltd. (the **Debtor Companies**); **AND UPON** having read the Initial Order granted by the Honourable Justice K.M. Horner on August 8, 2022;

AND UPON having read the Pre-filing Report of the Monitor, filed, and the First Report of the Monitor, filed; **AND UPON** having heard submissions from counsel for the Monitor and any other party that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of this Application and all supporting materials is hereby abridged, if necessary.

2. An unredacted copy of the Confidential Supplement to the First Report of the Monitor shall be filed in an envelope, which will be marked as "SEALED PURSUANT TO COURT ORDER – NOT TO BE OPENED WITHOUT PRIOR ORDER OF THIS COURT", and which shall be maintained as sealed, confidential and not forming part of the public record, for one year following pronouncement of this Order or until the Monitor confirms that all assets addressed by the sale and investment solicitation process order have been sold.

3. The Monitor, or any person, entity or party affected by this order, may apply to this Court to extend the period during which the Confidential Supplement to the First Report of the Monitor will be maintained as sealed, confidential and not forming part of the public record. Any person, entity or party affected by this Order may otherwise apply to have this Order vacated, substituted, modified or varied, with such application to be brought on notice to the Monitor and any other affected party.

4. This Order shall be posted by the Monitor to www.ey.com/ca/nalco, and served by the Monitor on the service list maintained by the Monitor or who otherwise are reasonably known by the Monitor to be affected by this Order. Service may be effected by facsimile, electronic mail, personal delivery or courier.

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Justice of the Court of Queen's Bench of Alberta