ENTERED

C120333

Form 27
[Rules 6.3 and 10.52(1)]

Clerk's stamp

JUDICIAL CENTRE OF CALGARY
FILED
Dec 05, 2022
CS
by Email
CLERK OF THE COURT

$50.00
COM
Dec 6 2022

COURT FILE NUMBER	2201-08920
COURT	COURT OF KING'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: Sale Approval, Stay Extension, and Interim Distribution**
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, K.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:	December 6, 2022
Time:	3:00 P.M.
Where:	Edmonton
Before Whom:	The Honourable Justice G.S. Dunlop

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 The Applicant, Ernst & Young Inc., in its capacity as Court-appointed Monitor (the **Monitor**) of North American Lamb Company Ltd. (**NALCO**) and its subsidiaries, 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**), seeks the following orders under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the **CCAA**):

(a) an Order, substantially in the form attached hereto as Schedule 1, extending the stay of proceedings in the within matter until and including March 4, 2023;

(b) an Order, substantially in the form attached hereto as Schedule 2, sealing the Confidential Supplement (the **Confidential Supplement**) to the Second Report of the Monitor, dated November 29, 2022 (the **Second Report**);

(c) an Order, substantially in the form attached hereto as Schedule 3, authorizing the Monitor to make interim distributions to the senior secured lenders of the Debtor Companies, Bank of Nova Scotia and Farm Credit Canada (the **Senior Secured Lenders**):

(d) an Order, substantially in the form attached hereto as Schedule 4:

(i) approving and authorizing the sale of certain of the assets, undertakings and properties of the Debtor Companies (the **Innisfail/Iron Springs Assets**) pursuant to the agreement of purchase and sale between the Monitor, as vendor, and Westfine Meats Inc. and West Exelamb Inc. (collectively, the **West Group**), as purchaser, dated November 29, 2022, an unredacted copy of which is attached as Appendix "B" to the Confidential Supplement;

(ii) vesting title to the Innisfail/Iron Springs Assets in the West Group, free and clear of all Claims (as defined in the proposed Order);

(iii) a copy of the sale approval and vesting order can be found at Schedule 4(a), with a blackline of the order to the Alberta template at 4(b);

(e) an Order, substantially in the form attached hereto as Schedule 5:

(i) approving and authorizing the sale of certain of the assets, undertakings and properties of the Debtor Companies (the **Stony/Lundar/Rockwood Assets**) pursuant to the agreements of purchase and sale between the Monitor, as vendor, and Abas Girls Ranch Ltd. (**ABAS**), as purchaser, dated November 22, 2022 (Lundar & Stony) and November 24, 2022 (Rockwood), unredacted copies of which are attached as Appendices "C", "D" and "E" to the Confidential Supplement;

(ii) vesting title to the Stony/Lundar/Rockwood Assets in ABAS, free and clear of all Claims (as defined in the proposed Order);

(iii) a copy of the sale approval and vesting order can be found at Schedule 5(a), with a blackline of the order to the Alberta template at 5(b);

(f) an Order substantially in the form attached hereto as Schedule 6:

(i) approving and authorizing the sale of certain of the assets, undertakings and properties of the Debtor Companies (the **Sarto 1 Assets**) pursuant to the agreement of purchase and sale between the Monitor, as vendor, and Sheldon Harms, as purchaser, dated November 24, 2022, an unredacted copy of which is attached as Appendix "F" to the Confidential Supplement;

(ii) vesting title to the Sarto 1 Assets in Sheldon Harms, free and clear of all Claims (as defined in the proposed Order);

(iii) a copy of the sale approval and vesting order can be found at Schedule 6(a), with a blackline of the order to the Alberta template at 6(b);

(g) an Order substantially in the form attached hereto as Schedule 7:

(i) approving and authorizing the sale of certain of the assets, undertakings and properties of the Debtor Companies (the **Sarto 2 Assets**) pursuant to the agreement of purchase and sale between the Monitor, as vendor, and 2 Flag Farms Ltd. (**2Flag**), as purchaser, dated November 24, 2022, an unredacted copy of which is attached as Appendix "G" to the Confidential Supplement;

(ii) vesting title to the Sarto 2 Assets in 2Flag, free and clear of all Claims (as defined in the proposed Order); and

(iii) a copy of the sale approval and vesting order can be found at Schedule 7(a), with a blackline of the order to the Alberta template at 7(b);

(h) such further and other relief as Counsel may advise and this Honourable Court permits.

Grounds for making this application:

2 On August 8, 2022, the Debtor Companies were granted protection and permission to commence proceedings under the CCAA pursuant to an Order of this Honourable Court (the **Initial Order**). Among other things, the Initial Order appointed the Applicant as Monitor and established an initial stay of proceedings in favour of the Debtor Companies from August 8, 2022 until August 18, 2022. The Monitor was also granted enhanced powers, which included the ability to, among other things:

(a) exercise such rights, powers and obligations of the Debtor Companies as the Monitor deems necessary or advisable;

(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 the Initial 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 their property or to perform such other functions or duties as the Monitor considers necessary or desirable;

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

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

(h) prepare, negotiate, and file with this Court a Plan in respect of the Debtor Companies to ensure that they could continue to operate during the course of the CCAA proceedings and to ensure that a restructuring could be pursued.

3 Following the issuance of the Initial Order and a temporary stay of proceedings, the Monitor made a further application to the Court seeking various relief on the Debtor Companies' behalf, which included requests to make certain amendments to the Initial Order as well as a request to have the Court authorize a sales process for the sale of certain Debtor Companies' assets.

4 On August 17, 2022, this Court granted a series of further Orders, including an Amended and Restated Initial Order, which, among other things,

(a) extended the Stay Period up to and including December 9, 2022;

(b) increased the Interim Lender Facility and the Interim Lender's Charge;

(c) granted a charge on certain property subject to the Sale and Investment Solicitation Process (**SISP**) as security for the fees and expenses payable to the Selling Agent; and

(d) removed 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, provided the Monitor take into account certain considerations provided for in the Amended and Restated Initial Order.

5 The Court also granted a SISP Order in relation to the sale of any and all property and business of the Debtor Companies that does not comprise the Livestock Assets. The SISP Order also included provisions:

(a) approving of the engagement letter (the **Engagement Letter**) with the Selling Agent, 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; and

(e) approving of the Procedures for the SISP, attached as Schedule "A" to the SISP Order.

Activities of the Monitor Since Filing the First Report

6 Since the First Report, the activities of the Monitor have included:

(a) monitoring the Debtor Companies' operations and financial affairs and, due to the departure of NALCO's financial controller, establishing enhanced financial controls over company disbursements;

(b) due to the stronger than initially forecast cash position of the Debtor Companies, fully repaying all borrowings on the $1.5M Amended Financing Facility, which occurred during the week ending September 24, 2022;

(c) assisting the Debtor Companies with the preparation of weekly: (a) forecast-to-actual variance reports (which compare actual financial performance of the Debtor Companies relative to prepared forecasts), (b) livestock movement schedules, and (c) revised cash flow statements;

(d) coordinating the sale of Livestock Assets to third party purchasers, which included entering into a Processing Agreement and a Finishing Agreement to facilitate a bulk sale of livestock;

(e) coordinating with the Chief Veterinary Officer of Manitoba and a third-party veterinarian to address and respond to various animal welfare matters and to ensure the well-being of the Debtor Companies' livestock;

(f) assisting the Debtor Companies with the wind down of all farming operations in Manitoba;

(g) disclaiming certain real property leases for agricultural land in Manitoba in accordance with para 10(c) of the Amended and Restated Initial Order and section 32 of the CCAA;

(h) compiling information and responding to various trust exams conducted by the Canada Revenue Agency;

(i) coordinating with the Selling Agent to advance the SISP;

(j) coordinating with operations and human resources staff to address and respond to all aspects of human resource management;

(k) working with the Debtor Companies' existing insurers to ensure continued post filing insurance coverage;

(l) developing a revised cash flow in consultation with NALCO's operations and finance departments;

(m) participating in discussions with certain large creditors and suppliers of the Debtor Companies to ensure continuity of supplies and services during the course of the CCAA proceedings; and

(n) updating and providing information to the Senior Secured Lenders with respect to the status of the CCAA proceedings generally, the SISP, and other matters of interest.

7 The Monitor's forecast-to-actual analysis and revised cash flow analysis are included and described further in the Second Report.

The Sales Process

8 Following the issuance of the SISP Order, the Selling Agent undertook extensive marketing activities to solicit offers to purchase the SISP Assets, which include each of the

following properties (including all buildings and fixtures attached), assumed contracts tied to the properties, and all chattels located on site, excluding leases:

(a) The Innisfail Processing Plant - 4312 – 51st Street, Innisfail, AB, consisting of approx. 11 acres and a 63,000 sf processing plant (the **Innisfail Property**);

(b) Iron Springs - 115015 Hwy 845, Iron Springs, AB, consisting of approx. 149 acres & 204,000 sf of structures which is used for breeding, growing, and finishing livestock (the **Iron Springs Property**);

(c) Lundar – NW-14-19-5-W1, Lundar, MB, consisting of approx. 219 acres & 49,000 sf of structures primarily used for livestock breeding (the **Lundar Property**);

(d) Stony Mountain – SW-27-12-2-E1, Rosser, MB, consisting of approx. 80 acres & 181,000 sf of structures primarily used for growing livestock (the **Stony Mountain Property**);

(e) Rockwood – SE 5-13-3 E1, Rockwood, MB, consisting of approx. 159 acres & 99,000 sf of structures primarily used for breeding livestock (the **Rockwood Property**); and

(f) Sarto – NW 21-5-6-E1, Sarto, MB, consisting of approx. 465 acres & 92,000 sf of structures primarily used for breeding livestock and growing crops (the **Sarto Property**) (collectively, the **SISP Assets**).

9 The marketing activities of the Selling Agent included:

(a) developing comprehensive marketing materials, including a teaser and confidential information memorandum;

(b) establishing a data room with key information about the Debtor Companies and making the same available to any prospective purchaser that signed a standard non-disclosure agreement;

(c) placing advertisements about the SISP opportunity in relevant media platforms including the National Post, the Calgary Herald, the Lethbridge Herald, and the Winnipeg Free Press; and

(d) contacting 271 targeted investors, including domestic and international companies in the lamb industry, other similar meat producers and processers, brokers, and private equity firms, as well as local real estate brokers specializing in farmland sales in Alberta and Manitoba, and members of the Canadian Sheep Federation to discuss the SISP opportunity.

10 Due to the marketing efforts of the Selling Agent, 23 prospective purchasers executed non-disclosure agreements and accessed the data room, 10 prospective purchasers performed site visits, and 14 Letters of Intent (**LOI**) were received from prospective purchasers confirming an interest in the SISP Assets, including five LOIs for the Alberta-based assets and nine for the Manitoba-based assets.

11 In total, the Selling Agent received 10 separate purchase and sale agreements (individually, a **PSA**) from prospective purchasers which, collectively, resulted in an offer to purchase each of the SISP Assets. All PSAs received were based on template agreements (the **Template PSA**) prepared by the Monitor and were, where necessary, accompanied by a blackline against the Template PSA agreement. Copies of the Template PSAs, one for the Alberta based SISP Assets, and one for the Manitoba based SISP Assets, are included as Appendices “B” and “C” of the Monitor’s Second Report. A summary of the PSAs received is included within the Confidential Supplement.

Sale Approval

12 In accordance with the SISP Order, the Monitor reviewed and consulted with the Selling Agent, the Senior Secured Lenders and the Interim Lender about each of the 10 PSAs received. Based on that consultation, the Monitor negotiated and settled the terms and conditions of six PSAs for the purchase of the SISP Assets. These include the following:

(a) The West Group for the purchase of the Innisfail and Iron Springs Properties. A single PSA was negotiated with the West Group for the purchase of both properties.

(b) ABAS for the purchase of the Lundar Property, the Rockwood Property, and the Stony Property. Three separate PSAs were negotiated with ABAS, one for each of these properties.

(c) Mr. Harms for the purchase of select portions of the Sarto Property. The PSA negotiated with Harms would result in a carve out of the Sarto Property such that a central land parcel would be transferred to Harms.

(d) 2Flag for the purchase of select portions of the Sarto Property. The PSA negotiated with 2Flag would result in a carve out of the Sarto Property such that the outer land parcels and buildings would be transferred to 2Flag.

13 Copies of the six PSAs, which include information on purchase price, are included in the Confidential Supplement.

14 The PSAs submitted for the Manitoba-based assets by ABAS, Mr. Harms, and 2Flag did not deviate substantially from the Template PSA for Manitoba. The only exception is that the ABAS PSA for the Lundar Property stipulated that the offer on the Lundar Property was conditional

on the acceptance of ABAS' offer for each of the Rockwood Property and the Stony Property. Each of these PSAs stipulate a proposed closing date of December 23, 2022, unless otherwise mutually agreed in writing, which is consistent with the key milestones of the SISP.

15 The PSA submitted by the West Group contained a number of amendments to the Alberta Template PSA. The key substantive amendments are:

(a) The West Group identified five lease agreements that it wished to assume as part of its PSA relating to assets located at the Iron Springs Property, in particular:

(i) a John Deere Model 331G, Serial: 1T0331GKJKE346301

(ii) a Bobcat Model S570, Serial: A1M425929

(iii) a John Deere Model 5441, Serial: 1DW544LHELF707105

(iv) a John Deere Model HPX615E

(v) a Ravage Model MP-96, Serial: 8P009620006;

(b) The PSA incorporated a condition stipulating that, prior to closing, the West Group will receive a Phase II environmental study on the Innisfail Property, from a consulting firm of its choice, containing conclusions as to the environmental condition of that property which are satisfactory to the West Group in its sole and entire discretion (the **Phase II Report**). Corresponding changes were also made to the Deposit and Grounds for Termination provisions of the PSA allowing the West Group to terminate the PSA in the event that they do not receive a satisfactory Phase II Report;

(c) The PSA incorporated a provision obligating the Monitor to: (a) where practical, make a backup of all of the data contained in the Debtor Companies' IT systems, (b) deliver that backup to the West Group at closing, and (c) endeavour to limit access to the IT systems only to the Monitor, the Debtor Companies, and various service providers or hosts of that information, from the date of execution of the PSA through to the closing date. The West Group has agreed to be responsible for all costs related to the transfer of data and licenses;

(d) The PSA incorporated various provisions requesting the transfer of the Debtor Companies' intellectual property (**IP**) to the West Group. The transfer of the IP includes all IP of the Debtor Companies in connection with its business or lands, and will be completed on an as-is where-is basis and will not include assets not owned or otherwise assignable by the Debtor Companies; and

(e) The proposed closing date has been amended to be by no later than January 28, 2023, or such other date as may be mutually agreed upon in writing between the Parties.

16 The Monitor understands that the West Group has incorporated these conditions into its PSA primarily due to its intention to continue operating the Innisfail Property and the Iron Springs Property as a vertically integrated breeding and growing facility, feedlot, and processing plant. Notwithstanding the conditions attached to the West Group's PSA, the Monitor is of the view that approval of the PSAs described above, for both the Alberta and Manitoba-based assets, is in the best interest of all stakeholders for the following reasons:

(a) the SISP was carried out in good faith and with due diligence;

(b) there was a broad marketing of the SISP Assets over a reasonable timeframe and in accordance with the SISP Order;

(c) the PSAs were negotiated between the various parties at arm's length, in good faith, and are commercially reasonable;

(d) the PSAs are supported by the Senior Secured Lenders, which hold valid and enforceable security over the SISP Assets;

(e) the consideration offered under each PSA is commercially reasonable, in the best interest of the Debtor Companies' creditors, and will maximize the available recovery to creditors; and

(f) the proposed assumption of the Assumed Contracts by the West Group, which the Monitor is in the process of coordinating between the West Group and the various affected lessors, would allow the West Group to continue operations immediately and would ensure the continued viability of the leases for the benefit of the lessors. The Monitor is not aware of any pre-filing amounts owing to the lessors in connection with the Assumed Contracts as at the date of the Second Report.

17 Based on the foregoing, the Monitor is seeking sale approval and vesting orders (the **Sale Approval and Vesting Orders**) from this Honourable Court to allow the Monitor to sell the SISP Assets to the West Group, ABAS, Mr. Harms, and 2Flag, as applicable, in accordance with the PSAs executed by the Monitor and included in the Confidential Supplement.

Sealing Order

18 The Monitor is seeking a sealing order with respect to the Confidential Supplement. The Confidential Supplement contains sensitive commercial information, including unredacted copies of the PSAs and detail regarding purchase price, among other things.

19 A sealing order is necessary to prevent the Confidential Supplement from being publicly disclosed and jeopardizing the proposed sales. The dissemination of this information could be prejudicial to the SISP and the successful completion of any future SISP Asset sale in the event an approved sale does not close. Disclosure of such material would therefore cause a serious risk of harm to an important public interest. The proposed sealing order is the least restrictive means to prevent disclosure of the confidential and commercially sensitive information in the Confidential Supplement.

Interim Distributions

20 The Monitor's legal counsel has completed a security review outlining the various security interests in the Debtor Companies' assets (the **Security Opinion**). The Security Opinion, subject to customary qualifications, limitations, and assumptions, confirms that the Senior Secured Lenders, together, hold valid and enforceable first charge security on the Debtor Companies' assets that have or are proposed to be realized upon.

21 The Monitor is not currently aware of any material claim that could rank in priority to the Senior Secured Lenders' claim to the cash held by the Monitor or to the anticipated proceeds from any completed PSA transaction. Further, based on the Monitor's analysis of anticipated proceeds, the Monitor is of the view that insufficient proceeds will be generated to pay the full balance of the Senior Secured Lenders' respective claims.

22 In the event this Honourable Court grants the Sale Approval and Vesting Orders and the transactions described above close as anticipated, the Monitor would hold significant cash

reserves for which it does not have any immediate requirement due to the wind down or transfer of effectively all of the Debtor Companies' assets and operations.

23 Accordingly, the Monitor requests authority from this Honourable Court to distribute the proceeds generated from the sale of the Debtor Companies' assets (including SISP Assets or Livestock Assets or working capital) to the Senior Secured Lenders, based on their relative entitlement to those proceeds, subject only to a reasonable holdback, as determined by the Monitor, sufficient to enable the Debtor Companies to continue meeting their obligations during the course of the CCAA proceedings.

24 Any interim distribution made to the Senior Secured Lenders will be made in consultation with the Senior Secured Lenders and will be subject to their prior approval and agreement.

25 Due to a holdback of a portion of proceeds generated from the sale of the Debtor Companies' assets, the Monitor anticipates that it will have sufficient funds available to address any unanticipated claims arising as part of these CCAA proceedings.

26 Any distribution made to the Senior Secured Lenders will be reported to this Honourable Court in subsequent reports made in these CCAA proceedings.

The Stay Extension Order

27 Pursuant to the Amended and Restated Initial Order, the stay of proceedings in favour of the Debtor Companies expires on December 9, 2022. The Monitor is seeking a stay extension up to and including March 4, 2023 (the **Proposed Stay Extension Date**).

28 The Proposed Stay Extension Date is supported by the Monitor's latest cash flow analysis and provides sufficient time for the Monitor to close the SISP PSAs in the event they are approved by this Honourable Court. Even if none of the SISP PSAs close as anticipated, it is forecast that

the Debtor Companies will still retain sufficient cash to continue operations through to the Proposed Stay Extension Date. The closing of any particular PSA will only increase the cash available to address the Debtor Companies' ongoing obligations.

29 In addition, the Proposed Stay Extension Date will also provide the Monitor with additional time to fully wind down the Debtor Companies' operations, address any outstanding amounts owing from the Debtor Companies, coordinate with the Senior Secured Lenders on residual CCAA matters, and analyze final distributions, if any, to be made to creditors.

30 In the Monitor's view, the Debtor Companies have acted and continue to act in good faith and with due diligence and are complying with their obligations as set out in the Amended and Restated Initial Order. The Monitor does not believe that any creditor will be materially prejudiced if the stay of proceedings is extended to the Proposed Stay Extension Date.

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

Material or evidence to be relied on:

32 The First Report of the Monitor.

33 The Second Report of the Monitor.

34 The Confidential Supplement to the Second Report of the Monitor.

Applicable Acts and Regulations:

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

36 *Rules of Court*, Alta Reg 124/2010.

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

Any irregularity claimed or objection relied upon:

38 None.

How the application is proposed to be heard or considered:

39 Before the Honourable Justice Dunlop on the Edmonton 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 1

Stay Extension Order

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF KING'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	**STAY EXTENSION 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, K.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: DECEMBER 6, 2022

LOCATION OF HEARING: EDMONTON, ALBERTA (VIA WEBEX)

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE DUNLOP

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 **Debtors**); **AND UPON** having read the Initial Order granted by the Honourable Justice K.M. Horner on August 8, 2022, as amended and restated by

the Order of the Honourable Justice R.A. Neufeld, dated August 17, 2022; **AND UPON** having read the First Report of the Monitor, filed, and the Second Report of the Monitor, filed, and the Confidential Supplement to the Second Report of the Monitor; **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 notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

2 The Stay Period as ordered and defined in paragraph 13 of the Initial Order granted herein on August 8, 2022, as amended and restated by Amended and Restated Initial Order granted on August 17, 2022, is hereby extended to and including March 4, 2023.

3 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 and on those 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.

____

Justice of the Court of King's Bench of Alberta

SCHEDULE 2

Sealing Order

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF KING'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	**SEALING 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, K.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: DECEMBER 6, 2022

LOCATION OF HEARING: EDMONTON, ALBERTA (VIA WEBEX)

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE DUNLOP

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 **Debtors**); **AND UPON** having read the Initial Order granted by the Honourable Justice K.M. Horner on August 8, 2022, as amended and restated by

the Order of the Honourable Justice R.A. Neufeld, dated August 17, 2022; **AND UPON** having read the First Report of the Monitor, filed, and the Second Report of the Monitor, filed, and the Confidential Supplement to the Second Report of the Monitor; **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 notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

2 An unredacted copy of the Confidential Supplement to the Second 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 Second 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 and on those 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.

Justice of the Court of King's Bench of Alberta

SCHEDULE 3

Interim Distribution Order

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF KING'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	**INTERIM DISTRIBUTION 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, K.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:	DECEMBER 6, 2022
LOCATION OF HEARING:	EDMONTON, ALBERTA (VIA WEBEX)
NAME OF JUSTICE WHO MADE THIS ORDER:	HONOURABLE JUSTICE DUNLOP

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 **Debtors**); **AND UPON** having read the Initial Order granted by the Honourable Justice K.M. Horner on August 8, 2022, as amended and restated by

the Order of the Honourable Justice R.A. Neufeld, dated August 17, 2022; **AND UPON** having read the First Report of the Monitor, filed, and the Second Report of the Monitor, filed, and the Confidential Supplement to the Second Report of the Monitor; **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 notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

2 The Monitor is hereby authorized to make one or more interim distributions from time to time of the net proceeds generated from the sale of the Debtors' assets, including the SISP Assets, Livestock Assets (each as defined in the Second Report of the Monitor), and working capital to The Bank of Nova Scotia and Farm Credit Canada in accordance with such parties' relative entitlement to such net proceeds subject to such reasonable holdbacks as the Monitor may determine are required to provide for payment of the ongoing costs of administration of the Debtors' CCAA proceedings.

3 The remaining sale proceeds that are not distributed by the Monitor in accordance with paragraph 2 herein shall continue to be held by the Monitor pending further Order of this Court.

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 and on those 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.

____

Justice of the Court of King's Bench of Alberta

SCHEDULE 4a

Innisfail – Iron Springs SAVO

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF KING'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	**SALE APPROVAL AND VESTING ORDER** **Re: Innisfail / Iron Springs**	
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, K.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: DECEMBER 6, 2022

LOCATION OF HEARING: EDMONTON, ALBERTA (VIA WEBEX)

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE DUNLOP

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 **Debtors**) for an order approving the sale transaction

(the **Transaction**) contemplated by an agreement of purchase and sale (the **Sale Agreement**) between the Monitor, as vendor, and Westfine Meats Inc. (**Westfine**) and West Excelamb Inc. (**West Excelamb**), as purchasers (collectively, the **Purchaser**), accepted on November 29, 2022, and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser, the Debtors' respective right, title, and interest in and to the assets described in the Sale Agreement (the **Purchased Assets**);

AND UPON having read the Initial Order granted by the Honourable Justice K.M. Horner on August 8, 2022, as amended and restated by the Order of the Honourable Justice R.A. Neufeld, dated August 17, 2022; **AND UPON** having read the First Report of the Monitor, filed, and the Second Report of the Monitor, filed, and the Confidential Supplement to the Second Report of the Monitor; **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:

SERVICE

1 Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2 The Transaction is hereby approved, and the execution of the Sale Agreement by the Monitor is hereby approved. The Monitor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

3 Upon the delivery of a Monitor's certificate to the Purchaser substantially in the form set out in Schedule "A" hereto (the **Monitor's Certificate**), all of the Debtors' respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser,

free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by the Initial Order, as amended and restated, or any other Orders granted in the within Proceedings;

(b) any liens or claims of lien under the *Builders' Lien Act* (Alberta);

(c) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), or any other personal property registry system; and

for greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4 Upon the delivery of the Monitor's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, **Governmental Authorities**) are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to

Permitted Encumbrances. Without limiting the foregoing, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to:

(a) cancel the existing Certificate of Title No. 112 011 051, and legally described as:

PLAN 4067TR
BLOCK 5
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 4.32 HECTARES (10.67 ACRES) MORE OR LESS

(the **Innisfail Lands**), and to issue a new Certificate of Title for the Innisfail Lands in the name of Westfine, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Innisfail Lands to Westfine, which Certificate of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "A"** to the Monitor's Certificate (and listed in duplicate on **Schedule "B"** to this Order); and

(b) cancel the existing Certificate of Title No. 141 215 168, and legally described as:

MERIDIAN 4 RANGE 20 TOWNSHIP 11
SECTION 36
QUARTER SOUTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES MORE OR LESS
ROADWAY	1431IX	3.94	9.74
ROAD WIDENING	402JK	0.210	0.52
ROAD	8710229	0.304	0.751
PUBLIC WORKS	1311977	0.033	0.08

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the **Iron Springs Lands**, and collectively with the Innisfail Lands, the **Lands**), and to issue a new Certificate of Title for the Iron Springs Lands in the name of West Excelamb, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Iron Springs Lands to West Excelamb, which

Certificate of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "A"** to the Monitor's Certificate (and listed in duplicate on **Schedule "B"** to this Order);

5 The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Initial Order was granted.

6 Upon delivery of the Monitor's Certificate together with a certified copy of this Order, this Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7, and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived. The Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Monitor in its capacity as Court appointed Monitor of the Debtors and not in its personal capacity.

7 In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including the encumbrances registered against the Lands, but excluding Permitted Encumbrances.

8 No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Monitor of the Sale Agreement

9 For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Certificate and all Claims including the encumbrances registered against the Lands, (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Monitor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court.

10 The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

11 Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

12 The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.

13 Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Monitor or any of the Debtors.

14 The Monitor is to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Purchaser.

15 Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the Alberta *Personal Information Protection Act*, the Monitor is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtors were entitled.

MISCELLANEOUS MATTERS

16 Notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, C B-3 (the ***Bankruptcy and Insolvency Act***) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17 The Monitor, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

18 This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

19 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 and on those 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.

Justice of the Court of King's Bench of Alberta

SCHEDULE A

Form of Monitor's Certificate

Monitor's Certificate

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF KING'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	**MONITOR'S CERTIFICATE** **Re: Innisfail / Iron Springs**	
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, K.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	

RECITALS

A. Pursuant to an Order of the Honourable Justice K.M. Horner of the Court of King's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated August 8, 2022, as amended and restated by the Order of the Honourable Justice R.A. Neufeld on August 17, 2022, Ernst & Young Inc. was appointed as the 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 **Debtors**).

B. Pursuant to an Order of the Court dated December 6, 2022 (the **Sale Approval and Vesting Order**), the Court approved the agreement of purchase and sale accepted on November 29, 2022 (the **Sale Agreement**) between the Monitor, as vendor, and Westfine Meats Inc. and West Excelamb Inc., as purchasers (collectively, the **Purchaser**), of the Debtors' respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Monitor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement and Sale Approval and Vesting Order.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Monitor and the Purchaser;

3. For the purposes of the Land Titles Office (Alberta), the Permitted Encumbrances are set out in **Schedule "A"** hereto; and

4. The Transaction has been completed to the satisfaction of the Monitor.

[signature page to follow]

5. This Certificate was delivered by the Monitor at __________ (time) on ___________________.

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., AND NOT IN ITS PERSONAL CAPACITY

Per: ______________________________________

Name:

Title:

SCHEDULE A TO MONITOR'S CERTIFICATE

Permitted and Non-Permitted Encumbrances

SPECIFIC PERMITTED AND NON-PERMITTED ENCUMBRANCES

LEGAL:
PLAN 4067TR
BLOCK 5
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 4.32 HECTARES (10.67 ACRES) MORE OR LESS

TITLE NUMBER:
112 011 051 – TOWN OF INNISFAIL

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
39KU	06/05/1957	UTILITY RIGHT OF WAY GRANTEE – CANADIAN WESTERN NATURAL GAS COMPANY LIMITED
752 189 319	29/12/1975	UTILITY RIGHT OF WAY GRANTEE – ALBERTA GOVERNMENT TELEPHONES

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
182 261 492	18/10/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
222 239 328	21/10/2022	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR – THE BANK OF NOVA SCOTIA

LEGAL:
MERIDIAN 4 RANGE 20 TOWNSHIP 11
SECTION 36
QUARTER SOUTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES MORE OR LESS
ROADWAY	1431IX	3.94	9.74
ROAD WIDENING	402JK	0.210	0.52
ROAD	8710229	0.304	0.751
PUBLIC WORKS	1311977	0.033	0.08

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:
141 215 168 – LETHBRIDGE COUNTY

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5903EK	31/05/1933	CAVEAT RE: EASEMENT CAVEATOR – BOARD OF TRUSTEES OF LETHBRIDGE NORTHERN IRRIGATION DISTRICT
741 091 031	27/09/1974	IRRIGATION ORDER/NOTICE THIS PROPERTY IS INCLUDED IN THE LETHBRIDGE NORTHERN IRRIGATION DISTRICT
801 184 915	07/11/1980	CAVEAT RE: RIGHT OF WAY AGREEMENT CAVEATOR – THE BOARD OF DIRECTORS OF THE LETHBRIDGE NORTHERN IRRIGATION DISTRICT
851 038 079	12/03/1985	CAVEAT RE: EASEMENT CAVEATOR – BOARD OF DIRECTORS OF THE LETHBRIDGE NORTHERN IRRIGATION DISTRICT
091 363 692	02/12/2009	UTILITY RIGHT OF WAY GRANTEE – LETHBRIDGE NORTH COUNTY POTABLE WATER CO-OP LTD.
121 146 398	14/06/2012	CAVEAT RE: UTILITY RIGHT OF WAY CAVEATOR – COUNTY OF LETHBRIDGE
191 213 473	18/10/2019	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR – FORTISALBERTA INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	**DATE (D/M/Y)**	**PARTICULARS**
181 225 030	18/10/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
181 255 031	18/10/2018	MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA ORIGINAL PRINCIPAL AMOUNT: $30,000,000

SCHEDULE B

Permitted and Non-Permitted Encumbrances

SPECIFIC PERMITTED AND NON-PERMITTED ENCUMBRANCES

LEGAL:
PLAN 4067TR
BLOCK 5
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 4.32 HECTARES (10.67 ACRES) MORE OR LESS

TITLE NUMBER:
112 011 051 – TOWN OF INNISFAIL

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	**DATE (D/M/Y)**	**PARTICULARS**
39KU	06/05/1957	UTILITY RIGHT OF WAY GRANTEE – CANADIAN WESTERN NATURAL GAS COMPANY LIMITED
752 189 319	29/12/1975	UTILITY RIGHT OF WAY GRANTEE – ALBERTA GOVERNMENT TELEPHONES

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	**DATE (D/M/Y)**	**PARTICULARS**
182 261 492	18/10/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
222 239 328	21/10/2022	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR – THE BANK OF NOVA SCOTIA

LEGAL:
MERIDIAN 4 RANGE 20 TOWNSHIP 11
SECTION 36
QUARTER SOUTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES MORE OR LESS
ROADWAY	1431IX	3.94	9.74
ROAD WIDENING	402JK	0.210	0.52
ROAD	8710229	0.304	0.751
PUBLIC WORKS	1311977	0.033	0.08

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:
141 215 168 – LETHBRIDGE COUNTY

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5903EK	31/05/1933	CAVEAT RE: EASEMENT CAVEATOR – BOARD OF TRUSTEES OF LETHBRIDGE NORTHERN IRRIGATION DISTRICT
741 091 031	27/09/1974	IRRIGATION ORDER/NOTICE THIS PROPERTY IS INCLUDED IN THE LETHBRIDGE NORTHERN IRRIGATION DISTRICT
801 184 915	07/11/1980	CAVEAT RE: RIGHT OF WAY AGREEMENT CAVEATOR – THE BOARD OF DIRECTORS OF THE LETHBRIDGE NORTHERN IRRIGATION DISTRICT
851 038 079	12/03/1985	CAVEAT RE: EASEMENT CAVEATOR – BOARD OF DIRECTORS OF THE LETHBRIDGE NORTHERN IRRIGATION DISTRICT
091 363 692	02/12/2009	UTILITY RIGHT OF WAY GRANTEE – LETHBRIDGE NORTH COUNTY POTABLE WATER CO-OP LTD.
121 146 398	14/06/2012	CAVEAT RE: UTILITY RIGHT OF WAY CAVEATOR – COUNTY OF LETHBRIDGE
191 213 473	18/10/2019	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR – FORTISALBERTA INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
181 225 030	18/10/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
181 255 031	18/10/2018	MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA ORIGINAL PRINCIPAL AMOUNT: $30,000,000

SCHEDULE 4b

Blackline: Template v Innisfail – Iron Springs SAVO

~~Last Revised: January 2019~~

COURT FILE NUMBER	2201-08920	Clerk's ~~S~~stamp
COURT	COURT OF ~~QUEEN'~~KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	

~~PLAINTIFF~~

~~DEFENDANT~~

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	**SALE APPROVAL AND VESTING ORDER** ~~**(Sale by Receiver)**~~ **Re: Innisfail / Iron Springs**
ADDRESS FOR SERVICE AND CONTACT ~~I NFORMATION~~INFORMATION OF PARTY FILING THIS ~~DOCU MENT~~DOCUMENT	NortonRoseFulbright

Howard A. Gorman, K.C. / Meghan L. Parker howard.gorman@nortonros

om
Tel: +1 403.267.8222
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Lawyers f

or the Monitor
File no.: 1001221818

DATE ON WHICH ORDER WAS PRONOUNCED: DECEMBER 6, 2022

LOCATION ~~WHERE ORDER WAS PRONOUNCED~~OF HEARING: EDMONTON, ALBERTA (VIA WEBEX)

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE DUNLOP

UPON ~~**THE APPLICATION** by **[Receiver's Name]**~~the application of Ernst & Young Inc., in its capacity as ~~the~~ Court-appointed ~~**[receiver/receiver and manager]**~~Monitor (the ~~"Receiver"~~**Monitor**) of ~~the undertakings, property and assets of **[Debtor]**~~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"~~**Debtors**) for an order approving the sale transaction

(the ~~"~~**Transaction**~~"~~) contemplated by an agreement of purchase and sale (the ~~"~~**Sale Agreement**~~"~~) between the ~~Receiver and **[Name of Purchaser]** (the "Purchaser") dated **[Date]** and appended to the _ Report of the Receiver dated **[Date]** (the "Report")~~Monitor, as vendor, and Westfine Meats Inc. (**Westfine**) and West Excelamb Inc. (**West Excelamb**), as purchasers (collectively, the **Purchaser**), accepted on November 29, 2022, and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser~~ (or its nominee)[1]~~, the ~~Debtor's~~Debtors' respective right, title, and interest in and to the assets described in the Sale Agreement (the ~~"~~**Purchased Assets**~~"~~);

AND UPON ~~**HAVING READ**~~having read the ~~Receivership~~Initial Order ~~dated **[Date]** (the "Receivership Order"),~~granted by the Honourable Justice K.M. Horner on August 8, 2022, as amended and restated by the Order of the Honourable Justice R.A. Neufeld, dated August 17, 2022; **AND UPON** having read the First Report of the Monitor, filed, and the Second Report of the Monitor, filed, and the ~~Affidavit~~Confidential Supplement to the Second Report of ~~Service~~the Monitor; **AND UPON** ~~**HEARING** the~~having heard submissions ~~of~~from counsel for the ~~Receiver, the Purchaser **[Names of other parties appearing]**, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed~~Monitor, and any other party that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

~~1Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)~~

SERVICE

1 ~~1.~~Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.~~[2]~~

APPROVAL OF TRANSACTION

2 ~~2.~~The Transaction is hereby approved~~3~~, and the execution of the Sale Agreement by the ~~Receiver~~Monitor is hereby~~ authorized and~~ approved~~, with such minor amendments as the Receiver may deem necessary~~. The ~~Receiver~~Monitor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction ~~and~~or for the conveyance of the Purchased Assets to the Purchaser~~ (or its nominee)~~.

VESTING OF PROPERTY

3 ~~3.[Subject only to approval by the Alberta Energy Regulator ("Energy Regulator") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta)][4] upon~~Upon the delivery of a ~~Receiver~~Monitor's certificate to the Purchaser~~ (or its nominee)~~ substantially in the form set out in Schedule "A" hereto (the ~~"Receiver's Closing~~**Monitor's Certificate**~~"~~), all of the ~~Debtor's~~Debtors' respective right, title, and interest in and to the Purchased Assets ~~[listed in **Schedule "B"** [5] hereto]~~ shall vest absolutely in the name of the Purchaser~~ (or its nominee)~~,

free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether

~~2Ensure that the application and supporting materials are served on all affected parties including those whose interests will be vested off.~~

~~3In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding. If~~

~~supported by evidence, the following sentence could be added at the beginning of paragraph 2: "The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtor and its stakeholders."~~

~~4This bracketed clause, paragraph 4(b) and the bracketed words at the end of paragraph 6 are included when the Purchased Assets include mineral interests in land.~~

~~5To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule B.~~ secured, unsecured or otherwise (collectively, ~~"~~"the **Claims**~~"~~")[6] including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by the ~~Receivership~~Initial Order~~;(b)any~~, as amended and restated, or any other Orders granted in the within Proceedings;

(b) *any liens or claims of lien under the Builders' Lien Act (Alberta);*

(c) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), or any other personal property registry system;

~~(c)~~~~*any liens or claims of lien under the Builders' Lien Act (Alberta);*~~ and

~~(d)those Claims listed in Schedule "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, "Permitted Encumbrances"))~~

~~and~~

for greater certainty, this Court orders that all of the Claims~~ including Encumbrances other than Permitted Encumbrances,~~ affecting or relating to the Purchased Assets are hereby expunged~~,~~ and discharged ~~and terminated~~ as against the Purchased Assets.

4 ~~4.~~Upon the delivery of the ~~Receiver~~Monitor's ~~Closing~~ Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, ~~"~~"**Governmental Authorities**~~"~~") are hereby authorized, requested and directed to accept delivery of such ~~Receiver~~Monitor's ~~Closing~~ Certificate and certified copy of this Order as though they were

originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to

Permitted Encumbrances. Without limiting the foregoing~~:~~

~~(a)~~[7], the Registrar of Land Titles ~~("Land Titles~~of Alberta (the **Registrar**~~"~~) ~~for the lands defined below shall and~~ is hereby authorized, requested, and directed to ~~forthwith~~:

~~6The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims may, in some cases, continue as against the net proceeds from sale of the claimed assets. In other cases, the ownership claimant may object to its ownership interest being vested out of the claimed assets. For example, it not clear that vesting orders can vest out overriding royalties or restrictive covenants which are interests in land. (In *Third Eye Capital Corp.* v *Dianor Resources Inc.*, 2018 ONCA 253 at paragraphs 108-130 the Ont. C.A. requested further argument regarding whether an overriding royalty which is an interest in land may nevertheless be vested out.) Similarly, other claimed rights, titles or interests may potentially be vested out if the Court is advised what rights are being affected and the affected persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

~~7Paragraph 4(a) is included when the Purchased Assets include titled lands.~~

~~(i)cancel existing Certificates of Title No. * for those lands and premises municipally described as *, and legally described as:~~

~~*~~

~~(the "Lands")(ii)~~cancel the existing Certificate of Title No. 112 011 051, and legally described as:

PLAN 4067TR
BLOCK 5
LOT 1 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 4.32 HECTARES (10.67 ACRES) MORE OR LESS

(the **Innisfail Lands**), and to issue a new Certificate of Title for the Innisfail Lands in the name of Westfine, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Innisfail Lands to Westfine, which Certificate of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "A"** to the Monitor's Certificate (and listed in duplicate on **Schedule "B"** to this Order); and

(a) cancel the existing Certificate of Title No. 141 215 168, and legally described as:

MERIDIAN 4 RANGE 20 TOWNSHIP 11 SECTION 36
QUARTER SOUTH WEST CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: PLAN NUMBER HECTARES ACRES MORE OR
LESS ROADWAY 1431IX 3.94 9.74
ROAD WIDENING 402JK 0.210 0.52
ROAD 8710229 0.304 0.751
PUBLIC WORKS 1311977 0.0330.08 EXCEPTING THEREOUT ALL
MINES AND MINERALS

(the **Iron Springs Lands**, and collectively with the Innisfail Lands, the **Lands**), and to issue a new Certificate of Title for the Iron Springs Lands in the name of ~~the Purchaser (or its nominee), namely, *;~~

~~(iii)transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and~~

~~(iv)discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding~~West Excelamb, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Iron Springs Lands to West Excelamb, which Certificate of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) ~~which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;~~

~~(b)[8] Alberta Energy ("Energy Ministry") shall and~~listed on **Schedule "A"** to the Monitor's Certificate (and listed in duplicate on **Schedule "B"** to this Order);

5 The Registrar is ~~hereby~~expressly authorized~~, requested~~ and directed to ~~forthwith:~~ ~~(v)cancel and~~include in the discharge ~~those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances)~~of the encumbrances registered ~~(whether before or after the~~

~~date of this Order)~~ against the ~~estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and~~

~~(vi)transfer all Crown leases listed in Schedule "E" to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;~~

~~(c)the Registrar of the Alberta Personal Property Registry (the "PPR Registrar") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any~~

~~8Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.~~Lands, all encumbrances registered after the date the Initial Order was granted.

6 ~~of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.~~Upon delivery of the Monitor's *Certificate together with a certified copy of this Order, this Order shall be* registered by the *Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7*, *and notwithstanding that the appeal period in respect of this Order has not elapsed*, which appeal period is expressly waived. The *Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the* Monitor in its capacity as Court appointed Monitor of the Debtors and not in its personal capacity.

7 ~~5.~~In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the ~~Receiver~~Monitor's ~~Closing~~ Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including ~~Encumbrances~~the encumbrances registered against the Lands, but excluding Permitted

Encumbrances.

8 ~~6.~~No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the ~~Receiver~~Monitor of the Sale Agreement~~, [other than any required approval by the Energy Regulator referenced in paragraph 3 above.]~~~~[9]~~

~~7.Upon delivery of the Receiver's Closing *Certificate together with a certified copy of this Order, this Order shall be* immediately registered by the Land Titles *Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed*. The Land Titles *Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the* Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.~~

9 ~~8.~~For the purposes of determining the nature and priority of Claims, net proceeds~~[10]~~ from sale of the Purchased Assets (to be held in an interest bearing trust account by the ~~Receiver~~Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the ~~Receiver~~Monitor's ~~Closing~~Certificate and all Claims including ~~Encumbrances~~the encumbrances registered against the Lands, (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the ~~Receiver~~Monitor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court~~, provided however the Receiver may apply any part of such net proceeds to repay any~~.

~~9The bracketed words in this paragraph are included when the Purchased Assets include mineral interests in land.~~

~~10The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

~~amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.~~

~~9.Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the~~The Purchaser ~~(or its nominee)~~ shall~~ not~~, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.~~[11]~~

10 ~~10.~~Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).~~[12]~~

11 ~~11.~~The Purchaser~~ (or its nominee)~~ shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by~~,~~ or through or against the Debtors.

12 ~~12.~~Immediately ~~upon~~after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the ~~Receiver~~Monitor or any of the Debtors.~~[13]~~

13 ~~13.~~The ~~Receiver~~Monitor is~~ directed~~ to file with the Court a copy of the ~~Receiver~~Monitor's

~~Closing~~ Certificate, forthwith after delivery thereof to the Purchaser~~ (or its nominee).~~

~~11Successor employer liability is governed by section 5 of the *Employment Standards Code*, RSA 2000 c. E-9 as amended. Inclusion of the words "or by statute" in paragraph 9 ensures that paragraph 9 does not purport to abrogate statutory successor employee liability.~~

~~12Not all sale agreements require, nor do the terms of the Debtor's possession of human resources and payroll information always permit, disclosure and transfer of such information to the Purchaser. If disclosure and transfer of such information to the Purchaser is not required or permitted, then Section 10 of this Order should be deleted.~~

~~13The terms of the Permitted Encumbrance and Sale Agreement should be reviewed to determine whether an encumbrance also constitutes a charge against other assets not being sold (in addition to the Purchased Assets.) In that circumstance, absent agreement of the encumbrancer to the contrary, the Debtor may not be fully discharged so the encumbrancer does not lose its charge over the other assets it holds as security. Do not add the words "or the Debtor" to the end of paragraph 12 if an encumbrancer's claim against the Debtor should be reserved~~.

14 ~~14.~~Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the Alberta *Personal Information Protection Act*, the ~~Receiver~~Monitor is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtors'~~s~~ records pertaining to the Debtors'~~s~~ past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtors~~ was~~ were entitled.

MISCELLANEOUS MATTERS

15 ~~15.~~Notwithstanding:

(a) the pendency of these proceedings~~ and any declaration of insolvency made herein~~;

(b) ~~the pendency of~~ any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, ~~R.S.C.~~RSC 1985, ~~c.~~C B-3~~, as~~

~~amended~~ (the ~~"BIA"~~***Bankruptcy and Insolvency Act***)~~,~~ in respect of any of the ~~Debtor,~~Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of ~~the Debtor; and~~
~~(d)the provisions of any federal or provincial statute:~~any of the Debtors,

the vesting of the Purchased Assets in the Purchaser ~~(or its nominee)~~ pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a ~~transfer at undervalue,~~ settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the ~~BIA~~*Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16 ~~16.~~The ~~Receiver~~Monitor, the Purchaser ~~(or its nominee)~~, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

17 ~~17.~~This ~~Honourable~~ Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada ~~or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order,~~ to give effect to this Order and to assist the ~~Receiver~~Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders ~~and~~ as to provide such assistance to the ~~Receiver~~Monitor, as an officer of th~~e~~is Court, as may be necessary or desirable to give effect to this Order or to assist the ~~Receiver~~Monitor and its agents in carrying out the terms of this Order.

18 ~~18.Service of this~~This Order shall be ~~deemed good~~posted by the Monitor to

www.ey.com/ca/nalco, and ~~sufficient~~served by~~:~~ the

~~(a)Serving the same on:~~

~~(i)the persons listed~~Monitor on the service list ~~created in these proceedings;~~

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

~~(iii)any other parties attending or represented at the application for this Order;~~
~~(iv)the Purchaser or the Purchaser's solicitors; and~~
~~(b)Posting a copy of this Order on the Receiver's website~~

~~at: * and service on any other person is hereby~~

~~dispensed with.~~

~~19.Service of~~maintained by the Monitor and on those 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.~~ Service is deemed to be effected the next business day following transmission or delivery of this Order.~~

Justice of the Court of ~~Queen~~King's Bench of Alberta

~~Schedule "A"~~SCHEDULE A

Form of ~~Receiver~~Monitor's Certificate

Monitor's Certificate

COURT FILE NUMBER	2201-08920	Clerk's ~~S~~stamp
COURT	COURT OF ~~QUEEN'~~KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	

~~PLAINTIFF~~

~~DEFENDANT~~

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	**~~RECEIVER~~MONITOR'S CERTIFICATE**
	Re: Innisfail / Iron Springs
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Norton Rose Fulbright Can

ada LLP 400 3rd Avenue SW, Suite 3700 Cal
gary, Alberta T2P 4H2 CANADA

Howard A. Gorman, K.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

RECITALS

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C. Unle

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1.

Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in~~ section * of~~ the Sale Agreement have been satisfied or waived by the ~~Receiver~~Monitor and the Purchaser~~ (or its nominee)~~;

3. For the purposes of the Land Titles Office (Alberta), the Permitted Encumbrances are set out in **Schedule "A"** hereto; and

4. ~~3.~~The Transaction has been completed to the satisfaction of the ~~Receiver~~Monitor.

[signature page to follow]

5. This Certificate was delivered by the ~~Receiver at **[Time]** on **[Date]**.~~ (time) on

~~**[Name of Receiver], in its capacity as Receiver of the undertakings, property and assets of [Debtor], and not in its personal capacity.**~~ Monitor at

.

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., AND NOT IN ITS PERSONAL CAPACITY

Per~~;~~:

Name:

Title:

SCHEDULE 5a

Stony/Lundar/Rockwood SAVO

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF KING'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	**SALE APPROVAL AND VESTING ORDER** **Re: Rockwood, Stony and Lundar Lands**	
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, K.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: DECEMBER 6, 2022

LOCATION OF HEARING: EDMONTON, ALBERTA (VIA WEBEX)

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE DUNLOP

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 **Debtors**) for an order approving the sale transaction

(the **Transaction**) contemplated by agreements of purchase and sale (collectively, the **Sale Agreement**) between the Monitor, as vendor, and Abas Girls Ranch Ltd. (the **Purchaser**), accepted on November 22, 2022 (Lundar & Stony) and November 24, 2022 (Rockwood) and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser, the Debtors' respective right, title, and interest in and to the assets described in the Sale Agreement (the **Purchased Assets**);

AND UPON having read the Initial Order granted by the Honourable Justice K.M. Horner on August 8, 2022, as amended and restated by the Order of the Honourable Justice R.A. Neufeld, dated August 17, 2022; **AND UPON** having read the First Report of the Monitor, filed, and the Second Report of the Monitor, filed, and the Confidential Supplement to the Second Report of the Monitor; **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:

SERVICE

1 Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2 The Transaction is hereby approved, and the execution of the Sale Agreement by the Monitor is hereby approved. The Monitor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

3 Upon the delivery of a Monitor's certificate to the Purchaser substantially in the form set out in Schedule "A" hereto (the **Monitor's Certificate**), all of the Debtors' respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser,

free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by the Initial Order, as amended and restated, or any other Orders granted in the within Proceedings;

(b) any liens or claims of lien under the *Builders' Liens Act* (Manitoba);

(c) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), the *Personal Property Security Act* (Manitoba), or any other personal property registry system; and

for greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4 Upon the delivery of the Monitor's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, **Governmental Authorities**) are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing, upon registration in the Winnipeg Land

Titles Office (the **"Winnipeg LTO"**) of a Request/Transmission in the form prescribed by *The Real Property Act* (Manitoba) duly executed by the Purchaser, the District Registrar of the Winnipeg LTO is hereby directed to enter the Purchaser as the owner in fee simple of those lands and premises legally described as:

2982007/1
PARCEL 1: THE NLY 1320 FEET PERP OF THE SE 1/4 OF SECTION 5-13-3 EPM
EXC ROAD PLAN 35289 WLTO

PARCEL 2: THE S 1/2 OF THE NE 1/4 OF SECTION 5-13-3 EPM
EXC OUT OF SAID PARCEL 2
FIRSTLY: THE SLY 462 FEET OF THE ELY 660 FEET
AND SECONDLY: ROAD PLAN 35289 WLTO

2896587/1
WLY 1320 FEET PERP OF SW 1/4 OF 27-12-2 EPM

2978300/1
FIRSTLY: THE NW 1/4 OF SECTION 14-19-5 WPM
SECONDLY: THE NLY 990 FEET PERP OF THE SW 1/4 OF SAID SECTION 14
EXC PUBLIC ROAD PLAN 483 WLTO (P DIV)

(the **Lands**), and is hereby directed to delete and expunge from title to the Lands all of the Claims, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "A"** to the Monitor's Certificate (and listed in duplicate on **Schedule "B"** to this Order).

The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Initial Order was granted.

5 Upon delivery of the Monitor's Certificate together with a certified copy of this Order, this Order shall be accepted by the Registrar, notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6 In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

7 No authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Monitor of the Sale Agreement

8 For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Monitor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court.

9 Except as expressly provided for in the Sale Agreement, the Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

10 Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

11 The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.

12 Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Monitor or any of the Debtors.

13 The Monitor is to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Purchaser.

14 Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Monitor is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information

provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtors were entitled.

MISCELLANEOUS MATTERS

15 Notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, C B-3 (the ***Bankruptcy and Insolvency Act***) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16 The Monitor, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

17 This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the

Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

18 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 and on those 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.

Justice of the Court of King's Bench of Alberta

SCHEDULE A

Form of Monitor's Certificate

Monitor's Certificate

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF KING'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	**MONITOR'S CERTIFICATE** **Re: Rockwood, Stony, and Lundar Lands**	
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, K.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	

RECITALS

A. Pursuant to an Order of the Honourable Justice K.M. Horner of the Court of King's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated August 8, 2022, as amended and restated by the Order of the Honourable Justice R.A. Neufeld on August 17, 2022, Ernst & Young Inc. was appointed as the 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 **Debtors**).

B. Pursuant to an Order of the Court dated December 6, 2022 (the **Sale Approval and Vesting Order**), the Court approved the agreements of purchase and sale accepted on November 22, 2022 (Lundar & Stony) and November 24, 2022 (Rockwood) (collectively, the **Sale Agreement**) between the Monitor, as vendor, and Abas Girls Ranch Ltd., as purchaser (the **Purchaser**), of the Debtors' respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Monitor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement and the Sale Approval and Vesting Order.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Monitor and the Purchaser;

3. For the purposes of the Land Titles Office (Manitoba), the Permitted Encumbrances are set out in **Schedule "A"** hereto; and

4. The Transaction has been completed to the satisfaction of the Monitor.

[signature page to follow]

5. This Certificate was delivered by the Monitor at __________ (time) on ___________________.

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., AND NOT IN ITS PERSONAL CAPACITY

Per: ______________________________________

Name:

Title:

SCHEDULE A TO MONITOR'S CERTIFICATE

Permitted and Non-Permitted Encumbrances

SPECIFIC PERMITTED AND NON-PERMITTED ENCUMBRANCES

LEGAL:
PARCEL 1: THE NLY 1320 FEET PERP OF THE SE 1/4 OF SECTION 5-13-3 EPM
EXC ROAD PLAN 35289 WLTO

PARCEL 2: THE S 1/2 OF THE NE 1/4 OF SECTION 5-13-3 EPM
EXC OUT OF SAID PARCEL 2
FIRSTLY: THE SLY 462 FEET OF THE ELY 660 FEET
AND SECONDLY: ROAD PLAN 35289 WLTO

TITLE NUMBER:
2982007/1 – ROCKWOOD

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1224881/1	03/11/1989	CAVEAT RE: RIGHT-OF-WAY AGREEMENT CAVEATOR - MANITOBA TELEPHONE SYSTEM
5035415/1	15/01/2019	CAVEAT RE: DEV. AGREEMENT PURSUANT TO SEC. 150 OF THE PLANNING ACT CAVEATOR - THE RURAL MUNICIPALITY OF ROCKWOOD
5346930/1	22/09/2021	CAVEAT RE: AMENDMENT TO DEVELOPMENT AGREEMENT CAVEATOR - THE RURAL MUNICIPALITY OF ROCKWOOD

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5017388/1	13/11/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
5017389/1	13/11/2018	MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA ORIGINAL PRINCIPAL AMOUNT: $30,000,000

LEGAL:
WLY 1320 FEET PERP OF SW 1/4 OF 27-12-2 EPM

TITLE NUMBER:
2896587/1 - STONY

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
206204/1	11/08/1967	CAVEAT NOTES: AFF: SLY 16.5 FT PERP CAVEATOR - MANITOBA TELEPHONE SYSTEM
4857239/1	28/06/2017	CAVEAT RE: DEVELOPMENT AGREEMENT PURSUANT TO THE PLANNING ACT CAVEATOR - THE RURAL MUNICIPALITY OF ROSSER
5173403/1	11/05/2020	CAVEAT RE: AMENDMENT TO DEVELOPMENT AGREEMENT CAVEATOR - RURAL MUNICIPALITY OF ROSSER

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5016332/1	07/11/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
5016333/1	07/11/2018	MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA ORIGINAL PRINCIPAL AMOUNT: $30,000,000

LEGAL:
FIRSTLY: THE NW 1/4 OF SECTION 14-19-5 WPM
SECONDLY: THE NLY 990 FEET PERP OF THE SW 1/4 OF SAID SECTION 14
EXC PUBLIC ROAD PLAN 483 WLTO (P DIV)

TITLE NUMBER:
2978300/1 - LUNDAR

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5016332/1	07/11/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
5016333/1	07/11/2018	MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA ORIGINAL PRINCIPAL AMOUNT: $30,000,000

SCHEDULE B

Permitted and Non-Permitted Encumbrances

SPECIFIC PERMITTED AND NON-PERMITTED ENCUMBRANCES

LEGAL:
PARCEL 1: THE NLY 1320 FEET PERP OF THE SE 1/4 OF SECTION 5-13-3 EPM
EXC ROAD PLAN 35289 WLTO

PARCEL 2: THE S 1/2 OF THE NE 1/4 OF SECTION 5-13-3 EPM
EXC OUT OF SAID PARCEL 2
FIRSTLY: THE SLY 462 FEET OF THE ELY 660 FEET
AND SECONDLY: ROAD PLAN 35289 WLTO

TITLE NUMBER:
2982007/1 – ROCKWOOD

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1224881/1	03/11/1989	CAVEAT RE: RIGHT-OF-WAY AGREEMENT CAVEATOR - MANITOBA TELEPHONE SYSTEM
5035415/1	15/01/2019	CAVEAT RE: DEV. AGREEMENT PURSUANT TO SEC. 150 OF THE PLANNING ACT CAVEATOR - THE RURAL MUNICIPALITY OF ROCKWOOD
5346930/1	22/09/2021	CAVEAT RE: AMENDMENT TO DEVELOPMENT AGREEMENT CAVEATOR - THE RURAL MUNICIPALITY OF ROCKWOOD

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5017388/1	13/11/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
5017389/1	13/11/2018	MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA ORIGINAL PRINCIPAL AMOUNT: $30,000,000

LEGAL:
WLY 1320 FEET PERP OF SW 1/4 OF 27-12-2 EPM

TITLE NUMBER:
2896587/1 - STONY

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
206204/1	11/08/1967	CAVEAT NOTES: AFF: SLY 16.5 FT PERP CAVEATOR - MANITOBA TELEPHONE SYSTEM
4857239/1	28/06/2017	CAVEAT RE: DEVELOPMENT AGREEMENT PURSUANT TO THE PLANNING ACT CAVEATOR - THE RURAL MUNICIPALITY OF ROSSER
5173403/1	11/05/2020	CAVEAT RE: AMENDMENT TO DEVELOPMENT AGREEMENT CAVEATOR - RURAL MUNICIPALITY OF ROSSER

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5016332/1	07/11/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
5016333/1	07/11/2018	MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA ORIGINAL PRINCIPAL AMOUNT: $30,000,000

LEGAL:
FIRSTLY: THE NW 1/4 OF SECTION 14-19-5 WPM
SECONDLY: THE NLY 990 FEET PERP OF THE SW 1/4 OF SAID SECTION 14
EXC PUBLIC ROAD PLAN 483 WLTO (P DIV)

TITLE NUMBER:
2978300/1 - LUNDAR

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5016332/1	07/11/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
5016333/1	07/11/2018	MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA ORIGINAL PRINCIPAL AMOUNT: $30,000,000

SCHEDULE 5b

Blackline: Template v Stony/Lundar/Rockwood SAVO

~~Last Revised: January 2019~~

COURT FILE NUMBER	2201-08920	Clerk's ~~S~~stamp
COURT	COURT OF ~~QUEEN'~~KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	

~~PLAINTIFF~~

~~DEFENDANT~~

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	**SALE APPROVAL AND VESTING ORDER** ~~**(Sale by Receiver)**~~ **Re: Rockwood, Stony and Lundar Lands**
ADDRESS FOR SERVICE AND CONTACT ~~I~~ ~~NFORMATION~~INFORMATION OF PARTY FILING THIS ~~DOCU~~ ~~MENT~~DOCUMENT	Norton Rose Fulbright

Howard A. Gorman, K.C./Meghan L. Parker howard.gorman@nortonros

om Tel: +1 403.267.8222 Fax: +1 403.264.5973 Lawyers f	or the Monitor File no.: 1001221818

DATE ON WHICH ORDER WAS PRONOUNCED: DECEMBER 6, 2022

LOCATION ~~WHERE ORDER WAS PRONOUNCED~~OF HEARING: EDMONTON, ALBERTA (VIA WEBEX)

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE DUNLOP

UPON ~~**THE APPLICATION** by **[Receiver's Name]**~~the application of Ernst & Young Inc., in its capacity as ~~the~~ Court-appointed ~~**[receiver/receiver and manager]**~~Monitor (the ~~"Receiver"~~**Monitor**) of ~~the undertakings, property and assets of **[Debtor]**~~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"~~**Debtors**) for an order approving the sale transaction

(the "**Transaction**") contemplated by ~~an agreement~~agreements of purchase and sale (collectively, the "**Sale Agreement**") between the ~~Receiver and **[Name of Purchaser]**~~Monitor, as vendor, and Abas Girls Ranch Ltd. (the "**Purchaser**") ~~dated **[Date]** and appended to the _ Report of the Receiver dated **[Date]** (the "Report")~~, accepted on November 22, 2022 (Lundar & Stony) and November 24, 2022 (Rockwood), and upon noting the registered security interests set out in **Schedule "B"** to this ~~Order~~, and vesting in the Purchaser (or its nominee)[1], the Debtor'sDebtors' respective right, title, and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

~~**AND UPON**~~ **HAVING READ**having read the ReceivershipInitial Order dated **[Date]** (the "Receivership Order"),granted by the Honourable Justice K.M. Horner on August 8, 2022, as amended and restated by the Order of the Honourable Justice R.A. Neufeld, dated August 17, 2022; **AND UPON** having ~~read the~~ First Report of the Monitor, filed, and the Second ~~Report~~ Report of the Monitor, filed, and ~~the~~ ~~Affidavit~~Confidential Supplement to ~~the~~ Second Report of ~~Service~~~~the Monitor~~; ~~**AND UPON**~~ ~~**HEARING** the~~having heard submissions ~~of~~from counsel ~~for the Receiver, the Purchaser **[Names of other parties appearing]**, no one appearing for~~ any other person on the service list, although properly served as appears from the Affidavit of Service, filedMonitor, and any other party that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

~~[1]Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)~~

SERVICE

1 ~~1.~~Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.~~[2]~~

APPROVAL OF TRANSACTION

2 ~~2.~~The Transaction is hereby approved~~[3]~~, and the execution of the Sale Agreement by the

~~Receiver~~Monitor is hereby ~~authorized and~~ approved~~, with such minor amendments as the Receiver may deem necessary~~. The ~~Receiver~~Monitor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction ~~and~~or for the conveyance of the Purchased Assets to the Purchaser ~~(or its nominee)~~.

VESTING OF PROPERTY

3 ~~3.[Subject only to approval by the Alberta Energy Regulator ("Energy Regulator") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta)][4] upon~~Upon the delivery of a ~~Receiver~~Monitor's certificate to the Purchaser ~~(or its nominee)~~ substantially in the form set out in Schedule "A" hereto (the ~~"Receiver's Closing~~**Monitor's Certificate**~~"~~), all of the ~~Debtor's~~Debtors' respective right, title, and interest in and to the Purchased Assets ~~[listed in **Schedule "B"** [5] hereto]~~ shall vest absolutely in the name of the Purchaser ~~(or its nominee)~~,

free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether

~~[2]Ensure that the application and supporting materials are served on all affected parties including those whose interests will be vested off.~~

~~[3]In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding. If supported by evidence, the following sentence could be added at the beginning of paragraph 2: "The Transaction and Sale Agreement are commercially reasonable and in the best interest of the~~

~~Debtor and its stakeholders."~~

~~[4]This bracketed clause, paragraph 4(b) and the bracketed words at the end of paragraph 6 are included when the Purchased Assets include mineral interests in land.~~

~~[5]To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule B.~~ secured, unsecured or otherwise (collectively, ~~"~~the **Claims**~~"~~)[6] including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by the ~~Receivership~~Initial Order~~;(b)any~~, as amended and restated, or any other Orders granted in the within Proceedings;

(b) *any liens or claims of lien under the Builders' Liens Act* (Manitoba);

(c) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), the *Personal Property Security Act* (Manitoba), or any other personal property registry system~~;~~

~~(c)*any liens or claims of lien under the Builders' Lien Act* (Alberta)~~; and

~~(d)those Claims listed in Schedule "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, "Permitted Encumbrances"))~~

~~and~~

for greater certainty, this Court orders that all of the Claims ~~including Encumbrances other than Permitted Encumbrances,~~ affecting or relating to the Purchased Assets are hereby expunged~~,~~ and discharged ~~and terminated~~ as against the Purchased Assets.

4 ~~4.~~Upon the delivery of the ~~Receiver~~Monitor's ~~Closing~~ Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, ~~"~~**Governmental Authorities**~~"~~) are hereby authorized, requested and directed to accept delivery of such ~~Receiver~~Monitor's ~~Closing~~ Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge

statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing~~:~~

~~(a)[7] the Registrar of~~, upon registration in the Winnipeg Land ~~Titles ("Land Titles Registrar") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:~~

~~[6]The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims may, in some cases, continue as against the net proceeds from sale of the claimed assets. In other cases, the ownership claimant may object to its ownership interest being vested out of the claimed assets. For example, it not clear that vesting orders can vest out overriding royalties or restrictive covenants which are interests in land. (In *Third Eye Capital Corp.* v *Dianor Resources Inc.*, 2018 ONCA 253 at paragraphs 108-130 the Ont. C.A. requested further argument regarding whether an overriding royalty which is an interest in land may nevertheless be vested out.) Similarly, other claimed rights, titles or interests may potentially be vested out if the Court is advised what rights are being affected and the affected persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

~~[7]Paragraph 4(a) is included when the Purchased Assets include titled lands.~~

~~(i)cancel existing Certificates of Title No. * for~~

Titles Office (the **"Winnipeg LTO"**) of a Request/Transmission in the form prescribed by *The Real Property Act* (Manitoba) duly executed by the Purchaser, the District Registrar of the Winnipeg LTO is hereby directed to enter the Purchaser as the owner in fee simple of those lands and premises ~~municipally described as *, and~~ legally described as:

2982007/1
PARCEL 1: THE NLY 1320 FEET PERP OF THE SE 1/4 OF SECTION 5-13-3
EPM EXC ROAD PLAN 35289 WLTO

PARCEL 2: THE S 1/2 OF THE NE 1/4 OF SECTION 5-13-3
EPM EXC OUT OF SAID PARCEL 2
FIRSTLY: THE SLY 462 FEET OF THE ELY 660
FEET AND SECONDLY: ROAD PLAN 35289 WLTO

2896587/1
WLY 1320 FEET PERP OF SW 1/4 OF 27-12-2 EPM

2978300/1
FIRSTLY: THE NW 1/4 OF SECTION 14-19-5 WPM SECONDLY: THE NLY 990 FEET PERP OF THE SW 1/4 OF SAID SECTION 14 EXC PUBLIC ROAD PLAN 483 WLTO (P DIV)

~~*~~

(the ~~“~~**Lands**~~”~~)

~~(ii)issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, *;~~

~~(iii)transfer to the New Certificate of Title the existing instruments listed in Schedule “D”, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule “D”; and~~

~~(iv)discharge and expunge the Encumbrances listed in Schedule “C” to this Order and discharge and expunge any Claims including Encumbrances (but excluding~~, and is hereby directed to delete and expunge from title to the Lands all of the Claims, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) ~~which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;~~

~~(b)~~[8] ~~Alberta Energy (“Energy Ministry”) shall and~~listed on **Schedule “A”** to the Monitor’s Certificate (and listed in duplicate on **Schedule “B”** to this Order).

The Registrar is ~~hereby~~expressly authorized~~, requested~~ and directed to ~~forthwith:~~

~~(v)cancel and~~include in the discharge ~~those Claims including builders’ liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances)~~of the encumbrances registered ~~(whether before or after the date of this Order)~~ against the ~~estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and~~

~~(vi)transfer all Crown leases listed in Schedule “E” to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted~~

~~Encumbrances;~~

~~(c)the Registrar of the Alberta Personal Property Registry (the "PPR Registrar") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any~~

~~[8]Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.~~Lands, all encumbrances registered after the date the Initial Order was granted.

5 ~~of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.~~Upon delivery of the Monitor's *Certificate together with a certified copy of this Order, this Order shall be* accepted by the Registrar, *notwithstanding that the appeal period in respect of this Order has not elapsed*, which appeal period is expressly waived.

6 ~~5.~~In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the ~~Receiver~~Monitor's ~~Closing~~ Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

7 ~~6.~~No authorization, approval or other action by and no notice to or filing with any ~~g~~Governmental ~~a~~Authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the ~~Receiver~~Monitor of the Sale Agreement~~, [other than any required approval by the Energy Regulator referenced in paragraph 3 above.][9]~~

~~7.Upon delivery of the Receiver's Closing *Certificate together with a certified copy of this Order, this Order shall be* immediately registered by the Land Titles Registrar notwithstanding~~

~~the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and *notwithstanding that the appeal period in respect of this Order has not elapsed*. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.~~

8 ~~8.~~For the purposes of determining the nature and priority of Claims, net proceeds~~[10]~~ from sale of the Purchased Assets (to be held in an interest bearing trust account by the ~~Receiver~~Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the ~~Receiver~~Monitor's ~~Closing~~Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the ~~Receiver~~Monitor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court~~, provided however the Receiver may apply any part of such net proceeds to repay any~~

~~[9]The bracketed words in this paragraph are included when the Purchased Assets include mineral interests in land.~~

~~[10]The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

~~amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order~~.

9 ~~9.~~Except as expressly provided for in the Sale Agreement ~~or by section 5 of the Alberta *Employment Standards Code*~~, the Purchaser ~~(or its nominee)~~ shall ~~not~~, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.~~[11]~~

10 ~~10.~~Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).~~[12]~~

11 ~~11.~~The Purchaser ~~(or its nominee)~~ shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by~~,~~ or through or against the Debtors.

12 ~~12.~~Immediately ~~upon~~after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the ~~Receiver~~Monitor or any of the Debtors.~~[13]~~

13 ~~13.~~The ~~Receiver~~Monitor is ~~directed~~ to file with the Court a copy of the ~~Receiver~~Monitor's ~~Closing~~ Certificate, forthwith after delivery thereof to the Purchaser ~~(or its nominee).~~

~~[11]Successor employer liability is governed by section 5 of the *Employment Standards Code*, RSA 2000 c. E-9 as amended. Inclusion of the words "or by statute" in paragraph 9 ensures that paragraph 9 does not purport to abrogate statutory successor employee liability.~~

~~[12]Not all sale agreements require, nor do the terms of the Debtor's possession of human resources and payroll information always permit, disclosure and transfer of such information to the Purchaser. If disclosure and transfer of such information to the Purchaser is not required or permitted, then Section 10 of this Order should be deleted.~~

~~[13]The terms of the Permitted Encumbrance and Sale Agreement should be reviewed to determine whether~~

~~an encumbrance also constitutes a charge against other assets not being sold (in addition to the Purchased Assets.) In that circumstance, absent agreement of the encumbrancer to the contrary, the Debtor may not be fully discharged so the encumbrancer does not lose its charge over the other assets it holds as security. Do not add the words “or the Debtor” to the end of paragraph 12 if an encumbrancer’s claim against the Debtor should be reserved~~.

14 ~~14.~~Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* ~~(Canada) and section 20(e) of the Alberta *Personal Information Protection Act*~~, the ~~Receiver~~Monitor is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtors’~~s~~ records pertaining to the Debtors’~~s~~ past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtors ~~was~~ were entitled.

MISCELLANEOUS MATTERS

15 ~~15.~~Notwithstanding:

(a) the pendency of these proceedings ~~and any declaration of insolvency made herein~~;

(b) ~~the pendency of~~ any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, ~~R.S.C.~~RSC 1985, ~~c.~~C B-3~~, as amended~~ (the ~~“BIA”~~***Bankruptcy and Insolvency Act***)~~,~~ in respect of any of the ~~Debtor,~~Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of ~~the Debtor; and~~
~~(d)the provisions of any federal or provincial statute:~~any of the Debtors,

the vesting of the Purchased Assets in the Purchaser ~~(or its nominee)~~ pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a ~~transfer at undervalue,~~ settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the ~~BIA~~*Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16 ~~16.~~The ~~Receiver~~Monitor, the Purchaser ~~(or its nominee)~~, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

17 ~~17.~~This ~~Honourable~~ Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada ~~or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order,~~ to give effect to this Order and to assist the ~~Receiver~~

Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders ~~and~~ as to provide such assistance to the ~~Receiver~~Monitor, as an officer of th~~e~~is Court, as may be necessary or desirable to give effect to this Order or to assist the ~~Receiver~~Monitor and its agents in carrying out the terms of this Order.

18 ~~18.Service of this~~This Order shall be ~~deemed good~~posted by the Monitor to www.ey.com/ca/nalco, and ~~sufficient~~served by~~:~~ the

~~(a)Serving the same on:~~

~~(i)the persons listed~~Monitor on the service list ~~created in these proceedings;~~

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

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

~~(iv)the Purchaser or the Purchaser's solicitors; and~~

~~(b)Posting a copy of this Order on the Receiver's website at: * and service on any other person is hereby dispensed with.~~

~~19.Service of~~maintained by the Monitor and on those 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. ~~Service is deemed to be effected the next business day following transmission or delivery of this Order.~~

Justice of the Court of ~~Queen~~King's Bench of Alberta

~~**Schedule "A"**~~**SCHEDULE A**

Form of ~~Receiver~~Monitor's Certificate

Monitor's Certificate

COURT FILE NUMBER	2201-08920	Clerk's ~~S~~stamp
COURT	COURT OF ~~QUEEN'~~KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	

~~PLAINTIFF~~

~~DEFENDANT~~

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	**~~RECEIVER~~MONITOR'S CERTIFICATE** **Re: Rockwood, Stony, and Lundar Lands**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	NortonRoseFulbrightCan

ada LLP 400 3rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 CANADA

nortonrosefulbright.com
meghan.pa
rker@nortonrosefulbright.com
Tel: +1 403.267.8222
Fax: +1 403.264.5973

Lawyers for the Monitor
File no.: 1001221818

RECITALS

A. Pursu

ant to an Order of the Honourable Justice ~~[Name]~~K.M. Horner of the Court of ~~Queen~~King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated ~~[Date of~~August 8, 2022, as amended and restated by the Order~~], [Name~~ of ~~Receiver]~~the Honourable Justice R.A. Neufeld on August 17, 2022, Ernst & Young Inc. was appointed as the ~~receiver~~monitor (the ~~"Receiver"~~"**Monitor**") of ~~the undertakings, property and assets of [Debtor]~~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"~~"**Debtors**").

B. Pursuant to an Order of the Court dated ~~[Date]~~December 6, 2022 (the **Sale Approval and Vesting Order**), the Court approved the agreements of purchase and sale ~~made as of [Date of Agreement]~~ (accepted on November 22, 2022 (Stoney & Lundar) and November 24, 2022 (Rockwood) ~~(collectively,~~ the "**Sale Agreement**") between the Receiver and **[Name of Purchaser]**Monitor, as vendor, ~~and Abas Girls Ranch Ltd., as purchaser~~ (the "**Purchaser**") and provided for the vesting in the Purchaser, of the Debtor'sDebtors' respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ReceiverMonitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section * of~~ the Sale Agreement have been satisfied or waived by the ReceiverMonitor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the ReceiverMonitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement and the Sale Approval and Vesting Order.

THE RECEIVERMONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the ReceiverMonitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing ~~as set out~~ in section * of the Sale Agreement ~~have~~ been satisfied or waived by the ReceiverMonitor and the Purchaser (or its nominee);

3. For the purposes of the Land Titles Office (Manitoba), the Permitted Encumbrances

are set out in **Schedule “A”** hereto; and

4. ~~3.~~The Transaction has been completed to the satisfaction of the ~~Receiver~~Monitor.

[signature page to follow]

5. This Certificate was delivered by the ~~Receiver at [Time] on [Date].~~ Monitor at (time) on ______________________.

~~[Name of Receiver], in its capacity as Receiver of the undertakings, property and assets of [Debtor], and not in its personal capacity.~~

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., AND NOT IN ITS PERSONAL CAPACITY

Per~~;~~: ______________________________

Name:

Title:

SCHEDULE 6a

Sarto 1 – Harms SAVO

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF KING'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	**SALE APPROVAL AND VESTING ORDER** **Re: Sarto 1 Lands - Harms**	
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, K.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:	DECEMBER 6, 2022
LOCATION OF HEARING:	EDMONTON, ALBERTA (VIA WEBEX)
NAME OF JUSTICE WHO MADE THIS ORDER:	HONOURABLE JUSTICE DUNLOP

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 **Debtors**) for an order approving the sale transaction

(the **Transaction**) contemplated by an agreement of purchase and sale (the **Sale Agreement**) between the Monitor, as vendor, and Sheldon Harms (the **Purchaser**), accepted on November 24, 2022, and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser, the Debtors' respective right, title, and interest in and to the assets described in the Sale Agreement (the **Purchased Assets**);

AND UPON having read the Initial Order granted by the Honourable Justice K.M. Horner on August 8, 2022, as amended and restated by the Order of the Honourable Justice R.A. Neufeld, dated August 17, 2022; **AND UPON** having read the First Report of the Monitor, filed, and the Second Report of the Monitor, filed, and the Confidential Supplement to the Second Report of the Monitor; **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:

SERVICE

1 Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2 The Transaction is hereby approved, and the execution of the Sale Agreement by the Monitor is hereby approved. The Monitor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

3 Upon the delivery of a Monitor's certificate to the Purchaser substantially in the form set out in Schedule "A" hereto (the **Monitor's Certificate**), all of the Debtors' respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser,

free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by the Initial Order, as amended and restated, or any other Orders granted in the within Proceedings;

(b) any liens or claims of lien under the *Builders' Liens Act* (Manitoba);

(c) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), the *Personal Property Security Act* (Manitoba), or any other personal property registry system; and

for greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4 Upon the delivery of the Monitor's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, **Governmental Authorities**) are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing, upon registration in the Winnipeg Land

Titles Office (the **"Winnipeg LTO"**) of a Request/Transmission in the form prescribed by *The Real Property Act* (Manitoba) duly executed by the Purchaser, the District Registrar of the Winnipeg LTO is hereby directed to enter the Purchaser as the owner in fee simple of those lands and premises legally described as:

> 3095314/1
> THE SW 1/4 OF SECTION 28-5-6 EPM
> SUBJECT TO THE SPECIAL RESERVATIONS AND PROVISOES
> AS CONTAINED IN THE GRANT FROM THE CROWN
> EXC: DRAIN PLAN 7865 WLTO

(the **Lands**), and is hereby directed to delete and expunge from title to the Lands all of the Claims, which Certificate of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "A"** to the Monitor's Certificate (and listed in duplicate on **Schedule "B"** to this Order).

5 The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Initial Order was granted.

6 Upon delivery of the Monitor's Certificate together with a certified copy of this Order, this Order shall be accepted by the Registrar, notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

7 In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

8 No authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Monitor of the Sale Agreement

9 For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Monitor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court.

10 Except as expressly provided for in the Sale Agreement, the Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

11 Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever

in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

12 The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.

13 Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Monitor or any of the Debtors.

14 The Monitor is to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Purchaser.

15 Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Monitor is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtors were entitled.

MISCELLANEOUS MATTERS

16 Notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, C B-3 (the ***Bankruptcy and Insolvency Act***) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17 The Monitor, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

18 This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

19 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 and on those 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.

Justice of the Court of King's Bench of Alberta

SCHEDULE A

Form of Monitor's Certificate

Monitor's Certificate

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF KING'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	**MONITOR'S CERTIFICATE** **Re: Sarto 1 Lands – Harms**	
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, K.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	

RECITALS

A. Pursuant to an Order of the Honourable Justice K.M. Horner of the Court of King's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated August 8, 2022, as amended and restated by the Order of the Honourable Justice R.A. Neufeld on August 17, 2022, Ernst & Young Inc. was appointed as the 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 **Debtors**).

B. Pursuant to an Order of the Court dated December 6, 2022 (the **Sale Approval and Vesting Order**), the Court approved the agreement of purchase and sale accepted on November 24, 2022 (the **Sale Agreement**) between the Monitor, as vendor, and Sheldon Harms, as purchaser (the **Purchaser**), of the Debtors' respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Monitor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement and Sale Approval and Vesting Order.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Monitor and the Purchaser;

3. For the purposes of the Land Titles Office (Manitoba), the Permitted Encumbrances are set out in **Schedule "A"** hereto; and

4. The Transaction has been completed to the satisfaction of the Monitor.

[signature page to follow]

5. This Certificate was delivered by the Monitor at __________ (time) on ___________________.

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., AND NOT IN ITS PERSONAL CAPACITY

Per: ______________________________________

Name:

Title:

SCHEDULE A TO MONITOR'S CERTIFICATE

Permitted and Non-Permitted Encumbrances

SPECIFIC PERMITTED AND NON-PERMITTED ENCUMBRANCES

LEGAL:
THE SW 1/4 OF SECTION 28-5-6 EPM
SUBJECT TO THE SPECIAL RESERVATIONS AND PROVISOES
AS CONTAINED IN THE GRANT FROM THE CROWN
EXC: DRAIN PLAN 7865 WLTO

TITLE NUMBER:
3095314/1

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
3158610/1	13/07/2005	CAVEAT RE: EASEMENT CAVEATOR - MTS ALLSTREAM INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5240863/1	03/12/2020	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $390,000
5437876/1	21/06/2022	CAVEAT RE: EQUITABLE MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA

SCHEDULE B

Permitted and Non-Permitted Encumbrances

SPECIFIC PERMITTED AND NON-PERMITTED ENCUMBRANCES

LEGAL:
THE SW 1/4 OF SECTION 28-5-6 EPM
SUBJECT TO THE SPECIAL RESERVATIONS AND PROVISOES
AS CONTAINED IN THE GRANT FROM THE CROWN
EXC: DRAIN PLAN 7865 WLTO

TITLE NUMBER:
3095314/1

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
3158610/1	13/07/2005	CAVEAT RE: EASEMENT CAVEATOR - MTS ALLSTREAM INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5240863/1	03/12/2020	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $390,000
5437876/1	21/06/2022	CAVEAT RE: EQUITABLE MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA

SCHEDULE 6b

Blackline: Template v Sarto 1 – Harms SAVO

~~Last Revised: January 2019~~

COURT FILE NUMBER	2201-08920	Clerk's ~~S~~stamp
COURT	COURT OF ~~QUEEN'~~KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	

~~PLAINTIFF~~

~~DEFENDANT~~

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	**SALE APPROVAL AND VESTING ORDER** ~~**(Sale by Receiver)**~~ **Re: Sarto 1 Lands - Harms**
ADDRESS FOR SERVICE AND CONTACT ~~I NFORMATION~~INFORMATION OF PARTY FILING THIS ~~DOCU MENT~~DOCUMENT	Norton Rose Fulbright

Howard A. Gorman, K.C. / Meghan L. Parker howard.gorman@nortonros

om Tel: +1 403.267.8222
Fax: +1 403.264.5973

Lawyers f

or the Monitor File no.: 1001221818

DATE ON WHICH ORDER WAS PRONOUNCED: ~~__________~~DECEMBER 6, 2022

LOCATION ~~**WHERE ORDER WAS PRONOUNCED**~~**OF HEARING**: EDMONTON, ALBERTA (VIA WEBEX)

NAME OF JUSTICE WHO MADE THIS ORDER: ~~__________~~HONOURABLE JUSTICE DUNLOP

UPON ~~**THE APPLICATION** by **[Receiver's Name]**~~the application of Ernst & Young Inc., in its capacity as ~~the~~ Court-appointed ~~**[receiver/receiver and manager]**~~Monitor (the ~~"Receiver"~~**Monitor**) of ~~the undertakings, property and assets of **[Debtor]**~~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"~~**Debtors**) for an order approving the sale transaction

(the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the ~~Receiver and **[Name of Purchaser]**~~Monitor, as vendor, and Sheldon Harms (the "**Purchaser**")~~ dated **[Date]** and appended to the _ Report of the Receiver dated **[Date]** (the "Report")~~, accepted on November 24, 2022, and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser~~ (or its nominee)[1]~~, the ~~Debtor's~~Debtors' respective right, title, and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON ~~**HAVING READ**~~having read the ~~Receivership~~Initial Order ~~dated **[Date]** (the "Receivership Order"),~~granted by the Honourable Justice K.M. Horner on August 8, 2022, as amended and restated by the Order of the Honourable Justice R.A. Neufeld, dated August 17, 2022; **AND UPON** having read the First Report of the Monitor, filed, and the Second Report of the Monitor, filed, and the ~~Affidavit~~Confidential Supplement to the Second Report of ~~Service~~the Monitor; **AND UPON** ~~**HEARING** the~~having heard submissions ~~of~~from counsel for the ~~Receiver, the Purchaser **[Names of other parties appearing]**, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed~~Monitor, and any other party that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

~~1 Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)~~

SERVICE

1 ~~1.~~Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.~~[2]~~

APPROVAL OF TRANSACTION

2 ~~2.~~The Transaction is hereby approved~~[3]~~, and the execution of the Sale Agreement by the

~~Receiver~~Monitor is hereby~~ authorized and~~ approved~~, with such minor amendments as the Receiver may deem necessary~~. The ~~Receiver~~Monitor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction ~~and~~or for the conveyance of the Purchased Assets to the Purchaser~~ (or its nominee)~~.

VESTING OF PROPERTY

3 ~~3.[Subject only to approval by the Alberta Energy Regulator ("Energy Regulator") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta)][4] upon~~Upon the delivery of a ~~Receiver~~Monitor's certificate to the Purchaser~~ (or its nominee)~~ substantially in the form set out in Schedule "A" hereto (the ~~"Receiver's Closing~~**Monitor's Certificate**~~"~~), all of the ~~Debtor's~~Debtors' respective right, title, and interest in and to the Purchased Assets ~~[listed in **Schedule "B"** [5] hereto]~~ shall vest absolutely in the name of the Purchaser~~ (or its nominee)~~,

free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether

~~2Ensure that the application and supporting materials are served on all affected parties including those whose interests will be vested off.~~

~~3In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding. If supported by evidence, the following sentence could be added at the beginning of paragraph 2: "The Transaction and Sale Agreement are commercially reasonable and in the best interest of the~~

~~Debtor and its stakeholders."~~

~~4This bracketed clause, paragraph 4(b) and the bracketed words at the end of paragraph 6 are included when the Purchased Assets include mineral interests in land.~~

~~5To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule B.~~ secured, unsecured or otherwise (collectively, ~~"~~the **Claims**~~"~~)[6] including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by the ~~Receivership~~Initial Order~~;(b)any~~, as amended and restated, or any other Orders granted in the within Proceedings;

(b) *any liens or claims of lien under the Builders' Liens Act* (Manitoba);

(c) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), the *Personal Property Security Act* (Manitoba), or any other personal property registry system~~;~~

~~(c)*any liens or claims of lien under the Builders' Lien Act* (Alberta)~~; and

~~(d)those Claims listed in Schedule "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, "Permitted Encumbrances"))~~

~~and~~

for greater certainty, this Court orders that all of the Claims~~ including Encumbrances other than Permitted Encumbrances,~~ affecting or relating to the Purchased Assets are hereby expunged~~,~~ and discharged ~~and terminated~~ as against the Purchased Assets.

4 ~~4.~~Upon the delivery of the ~~Receiver~~Monitor's ~~Closing~~ Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, ~~"~~**Governmental Authorities**~~"~~) are hereby authorized, requested and directed to accept delivery of such ~~Receiver~~Monitor's ~~Closing~~ Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge

statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing~~:~~

~~(a)[7] the Registrar of~~, upon registration in the Winnipeg Land ~~Titles ("Land Titles Registrar") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:~~

~~6The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims may, in some cases, continue as against the net proceeds from sale of the claimed assets. In other cases, the ownership claimant may object to its ownership interest being vested out of the claimed assets. For example, it not clear that vesting orders can vest out overriding royalties or restrictive covenants which are interests in land. (In *Third Eye Capital Corp.* v *Dianor Resources Inc.*, 2018 ONCA 253 at paragraphs 108-130 the Ont. C.A. requested further argument regarding whether an overriding royalty which is an interest in land may nevertheless be vested out.) Similarly, other claimed rights, titles or interests may potentially be vested out if the Court is advised what rights are being affected and the affected persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

~~7Paragraph 4(a) is included when the Purchased Assets include titled lands.~~

~~(i)cancel existing Certificates of Title No. * for~~

Titles Office (the "**Winnipeg LTO**") of a Request/Transmission in the form prescribed by *The Real Property Act* (Manitoba) duly executed by the Purchaser, the District Registrar of the Winnipeg LTO is hereby directed to enter the Purchaser as the owner in fee simple of those lands and premises ~~municipally described as *, and~~ legally described as:

3095314/1
THE SW 1/4 OF SECTION 28-5-6 EPM
SUBJECT TO THE SPECIAL RESERVATIONS AND
PROVISOES AS CONTAINED IN THE GRANT FROM THE
CROWN
EXC: DRAIN PLAN 7865 WLTO

~~*~~

(the ~~"~~**Lands**~~"~~)

~~(ii)issue a new Certificate of Title for~~, and is hereby directed to delete and expunge from title to the

Lands ~~in the name~~all of the ~~Purchaser (or its nominee), namely, *;~~

~~(iii)transfer to the New~~Claims, which Certificate of Title ~~the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and~~

~~(iv)discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding~~shall be subject only to those encumbrances (the **Permitted Encumbrances**) ~~which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;~~

~~(b)[8] Alberta Energy ("Energy Ministry") shall and~~listed on **Schedule "A"** to the Monitor's Certificate (and listed in duplicate on **Schedule "B"** to this Order).

5 The Registrar is ~~hereby~~expressly authorized~~, requested~~ and directed to ~~forthwith:~~

~~(v)cancel and~~include in the discharge ~~those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances)~~of the encumbrances registered ~~(whether before or after the date of this Order)~~ against the ~~estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and~~

~~(vi)transfer all Crown leases listed in Schedule "E" to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;~~

~~(c)the Registrar of the Alberta Personal Property Registry (the "PPR Registrar") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any~~

~~8Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.~~Lands, all encumbrances registered after the date the Initial Order was granted.

6 ~~of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.~~Upon delivery of the Monitor's *Certificate together with a certified copy of this Order, this Order shall be* accepted by the Registrar, *notwithstanding that the appeal period in respect of this Order has not elapsed*, which appeal period is expressly waived.

7 ~~5.~~In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the ~~Receiver~~Monitor's ~~Closing~~ Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

8 ~~6.~~No authorization, approval or other action by and no notice to or filing with any ~~g~~Governmental ~~a~~Authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the ~~Receiver~~Monitor of the Sale Agreement~~, [other than any required approval by the Energy Regulator referenced in paragraph 3 above.]~~[9]

~~7.Upon delivery of the Receiver's Closing *Certificate together with a certified copy of this Order, this Order shall be* immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and *notwithstanding that the appeal period in respect of this Order has not elapsed*. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.~~

9 ~~8.~~For the purposes of determining the nature and priority of Claims, net proceeds[~~10~~] from sale of the Purchased Assets (to be held in an interest bearing trust account by the ~~Receiver~~Monitor) shall stand in the place and stead of the Purchased Assets from and after

delivery of the ~~Receiver~~Monitor's ~~Closing~~Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the ~~Receiver~~Monitor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court~~, provided however the Receiver may apply any part of such net proceeds to repay any~~

~~9The bracketed words in this paragraph are included when the Purchased Assets include mineral interests in land.~~

~~10The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

~~amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order~~.

10 ~~9.~~Except as expressly provided for in the Sale Agreement~~ or by section 5 of the Alberta *Employment Standards Code*~~, the Purchaser ~~(or its nominee)~~ shall~~ not~~, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.~~[11]~~

11 ~~10.~~Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever

in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).~~[12]~~

12 ~~11.~~The Purchaser~~ (or its nominee)~~ shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by~~,~~ or through or against the Debtors.

13 ~~12.~~Immediately ~~upon~~after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the ~~Receiver~~Monitor or any of the Debtors.~~[13]~~

14 ~~13.~~The ~~Receiver~~Monitor is~~ directed~~ to file with the Court a copy of the ~~Receiver~~Monitor's ~~Closing~~ Certificate, forthwith after delivery thereof to the Purchaser~~ (or its nominee).~~

~~11Successor employer liability is governed by section 5 of the *Employment Standards Code*, RSA 2000 c. E-9 as amended. Inclusion of the words "or by statute" in paragraph 9 ensures that paragraph 9 does not purport to abrogate statutory successor employee liability.~~

~~12Not all sale agreements require, nor do the terms of the Debtor's possession of human resources and payroll information always permit, disclosure and transfer of such information to the Purchaser. If disclosure and transfer of such information to the Purchaser is not required or permitted, then Section 10 of this Order should be deleted.~~

~~13The terms of the Permitted Encumbrance and Sale Agreement should be reviewed to determine whether an encumbrance also constitutes a charge against other assets not being sold (in addition to the Purchased Assets.) In that circumstance, absent agreement of the encumbrancer to the contrary, the Debtor may not be fully discharged so the encumbrancer does not lose its charge over the other assets it holds as security. Do not add the words "or the Debtor" to the end of paragraph 12 if an encumbrancer's claim against the Debtor should be reserved~~.

15 ~~14.~~Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and*

Electronic Documents Act ~~(Canada) and section 20(e) of the Alberta *Personal Information Protection Act*~~, the ~~Receiver~~Monitor is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtors'~~s~~ records pertaining to the Debtors'~~s~~ past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtors ~~was~~ were entitled.

MISCELLANEOUS MATTERS

16 ~~15.~~Notwithstanding:

(a) the pendency of these proceedings ~~and any declaration of insolvency made herein~~;

(b) ~~the pendency of~~ any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, ~~R.S.C.~~RSC 1985, ~~c.~~C B-3~~, as amended~~ (the ~~"BIA"~~***Bankruptcy and Insolvency Act***)~~,~~ in respect of any of the ~~Debtor,~~Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of ~~the Debtor; and~~
~~(d)the provisions of any federal or provincial statute:~~any of the Debtors,

the vesting of the Purchased Assets in the Purchaser ~~(or its nominee)~~ pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a ~~transfer at undervalue,~~ settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the ~~BIA~~*Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17 ~~16.~~The ~~Receiver~~Monitor, the Purchaser~~ (or its nominee)~~, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

18 ~~17.~~This~~ Honourable~~ Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada ~~or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, ~~to give effect to this Order and to assist the ~~Receiver~~Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders~~ and~~ as to provide such assistance to the ~~Receiver~~Monitor, as an officer of th~~e~~is Court, as may be necessary or desirable to give effect to this Order or to assist the ~~Receiver~~Monitor and its agents in carrying out the terms of this Order.

19 ~~18.Service of this~~This Order shall be ~~deemed good~~posted by the Monitor to www.ey.com/ca/nalco, and ~~sufficient~~served by~~:~~ the

~~(a)Serving the same on:~~

~~(i)the persons listed~~Monitor on the service list ~~created in these proceedings;~~

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

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

~~(iv)the Purchaser or the Purchaser's solicitors; and~~

~~(b)Posting a copy of this Order on the Receiver's website at: * and service on any other person is hereby dispensed with.~~

~~19.Service of~~maintained by the Monitor and on those 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.~~ Service is deemed to be effected the next business day following transmission or delivery of this Order.~~

____

Justice of the Court of ~~Queen~~King's Bench of Alberta

~~**Schedule "A"**~~**SCHEDULE A**

Form of ~~Receiver~~Monitor's Certificate

Monitor's Certificate

COURT FILE NUMBER	2201-08920	Clerk's ~~S~~stamp
COURT	COURT OF ~~QUEEN'~~KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	

~~PLAINTIFF~~

~~DEFENDANT~~

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	**~~RECEIVER~~MONITOR'S CERTIFICATE**
	Re: Sarto 1 Lands – Harms
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	NortonRoseFulbrightCan

ada LLP 400 3rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 CANADA

nortonrosefulbright.commeghan.pa

rker@nortonrosefulbright.com
Tel: +1 403.267.8222
Fax: +1 403.264.5973

Lawyers for the Monitor
File no.: 1001221818

RECITALS

A. Pursu

ant to an Order of the Honourable Justice ~~[Name]~~K.M. Horner of the Court of ~~Queen~~King's Bench of Alberta, Judicial District of Edmonton (the ~~"~~**Court**~~"~~) dated ~~[Date of~~August 8, 2022, as amended and restated by the Order~~], [Name~~ of ~~Receiver]~~the Honourable Justice R.A. Neufeld on August 17, 2022, Ernst & Young Inc. was appointed as the ~~receiver~~monitor (the ~~"Receiver"~~"**Monitor**") of ~~the undertakings, property and assets of [Debtor]~~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"~~**Debtors**).

B. Pursuant to an Order of the Court dated ~~[Date]~~December 6, 2022 (the **Sale Approval and Vesting Order**), the Court approved the agreement of purchase and sale ~~made as of [Date of Agreement]~~accepted on November 24, 2022 (the "**Sale Agreement**") between the ~~Receiver and [Name of Purchaser]~~Monitor, as vendor, and Sheldon Harms, as purchaser (the ~~"~~**Purchaser**") ~~and provided for the vesting in the Purchaser~~, of the Debtor's Debtors' respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets ~~upon the~~ delivery by the ~~Receiver~~Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions ~~to~~ Closing as set out in section * of the Sale Agreement have ~~been~~ satisfied or waived by the ~~Receiver~~Monitor and the Purchaser; and (iii) the Transaction has been ~~completed~~ to the satisfaction of the ~~Receiver~~Monitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement and Sale Approval and Vesting Order.

THE ~~RECEIVER~~MONITOR CERTIFIES the following:

1. The Purchaser ~~(or its nominee)~~ has paid and the ~~Receiver~~Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in ~~section * of~~ the Sale Agreement have been satisfied or waived by the ~~Receiver~~Monitor and the Purchaser ~~(or its nominee)~~;

3. For the purposes of the Land Titles Office (Manitoba), the Permitted Encumbrances

are set out in **Schedule "A"** hereto; and

4. ~~3.~~The Transaction has been completed to the satisfaction of the ~~Receiver~~Monitor.

[signature page to follow]

5. This Certificate was delivered by the ~~Receiver at **[Time]** on **[Date]**.~~ (time) on

~~**[Name of Receiver], in its capacity as Receiver of the undertakings, property and assets of [Debtor], and not in its personal capacity.**~~ Monitor at

.

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., AND NOT IN ITS PERSONAL CAPACITY

Per~~;~~:

Name:

Title:

SCHEDULE 7a

Sarto 2 – 2Flag SAVO

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF KING'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	**SALE APPROVAL AND VESTING ORDER** **Re: Sarto 2 Lands - 2Flag**	
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, K.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: DECEMBER 6, 2022

LOCATION OF HEARING: EDMONTON, ALBERTA (VIA WEBEX)

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE DUNLOP

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 **Debtors**) for an order approving the sale transaction

(the **Transaction**) contemplated by an agreement of purchase and sale (the **Sale Agreement**) between the Monitor, as vendor, and 2Flag Farms Ltd. (the **Purchaser**), accepted on November 24, 2022, and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser, the Debtors' respective right, title, and interest in and to the assets described in the Sale Agreement (the **Purchased Assets**);

AND UPON having read the Initial Order granted by the Honourable Justice K.M. Horner on August 8, 2022, as amended and restated by the Order of the Honourable Justice R.A. Neufeld, dated August 17, 2022; **AND UPON** having read the First Report of the Monitor, filed, and the Second Report of the Monitor, filed, and the Confidential Supplement to the Second Report of the Monitor; **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:

SERVICE

1 Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2 The Transaction is hereby approved, and the execution of the Sale Agreement by the Monitor is hereby approved. The Monitor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

3 Upon the delivery of a Monitor's certificate to the Purchaser substantially in the form set out in Schedule "A" hereto (the **Monitor's Certificate**), all of the Debtors' respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser,

free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by the Initial Order, as amended and restated, or any other Orders granted in the within Proceedings;

(b) any liens or claims of lien under the *Builders' Liens Act* (Manitoba);

(c) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), the *Personal Property Security Act* (Manitoba), or any other personal property registry system; and

for greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4 Upon the delivery of the Monitor's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, **Governmental Authorities**) are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing, upon registration in the Winnipeg Land

Titles Office (the **"Winnipeg LTO"**) of a Request/Transmission in the form prescribed by *The Real Property Act* (Manitoba) duly executed by the Purchaser, the District Registrar of the Winnipeg LTO is hereby directed to enter the Purchaser as the owner in fee simple of those lands and premises legally described as:

> 2737624/1
> NW 1/4 OF SECTION 28-5-6 EPM
> EXC ELY 726 FEET PERP OF WLY 1587 FEET PERP OF NLY 600 FEET PERP
> SUBJECT TO THE RESERVATIONS AND PROVISOES CONTAINED
> IN THE GRANT FROM THE CROWN
>
> 2737625/1
> THE SE 1/4 OF SECTION 28-5-6 EPM
> EXC SLY 1320 FEET PERP
> SUBJECT TO THE RESERVATIONS AND PROVISOES
> CONTAINED IN THE GRANT FROM THE CROWN
>
> 2737626/1
> THE NW 1/4 OF SECTION 21-5-6 EPM
> EXC FIRSTLY: WLY 1320 FEET AND
> SECONDLY: PUBLIC DRAIN PLAN 7865 WLTO
> SUBJECT TO THE RESERVATIONS AND PROVISOES
> CONTAINED IN THE GRANT FROM THE CROWN

(the **Lands**), and is hereby directed to delete and expunge from title to the Lands all of the Claims, which Certificate of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "A"** to the Monitor's Certificate (and listed in duplicate on **Schedule "B"** to this Order).

5 The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Initial Order was granted.

6 Upon delivery of the Monitor's Certificate together with a certified copy of this Order, this Order shall be accepted by the Registrar, notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

7 In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

8 No authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Monitor of the Sale Agreement

9 For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Monitor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court.

10 Except as expressly provided for in the Sale Agreement, the Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

11 Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

12 The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.

13 Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Monitor or any of the Debtors.

14 The Monitor is to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof to the Purchaser.

15 Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Monitor is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtors’ records pertaining to the Debtors’ past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information

provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtors were entitled.

MISCELLANEOUS MATTERS

16 Notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, C B-3 (the ***Bankruptcy and Insolvency Act***) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17 The Monitor, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

18 This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the

Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

19 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 and on those 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.

____

Justice of the Court of King's Bench of Alberta

SCHEDULE A

Form of Monitor's Certificate

Monitor's Certificate

COURT FILE NUMBER	2201-08920	Clerk's stamp
COURT	COURT OF KING'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	**MONITOR'S CERTIFICATE** **Re: Sarto 2 Lands – 2Flag**	
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, K.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	

RECITALS

A. Pursuant to an Order of the Honourable Justice K.M. Horner of the Court of King's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated August 8, 2022, as amended and restated by the Order of the Honourable Justice R.A. Neufeld on August 17, 2022, Ernst & Young Inc. was appointed as the 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 **Debtors**).

B. Pursuant to an Order of the Court dated December 6, 2022 (the **Sale Approval and Vesting Order**), the Court approved the agreement of purchase and sale accepted on November 24, 2022 (the **Sale Agreement**) between the Monitor, as vendor, and 2 Flag Farms Ltd., as purchaser (the **Purchaser**), of the Debtors' respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Monitor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement and Sale Approval and Vesting Order.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Monitor and the Purchaser;

3. For the purposes of the Land Titles Office (Manitoba), the Permitted Encumbrances are set out in **Schedule "A"** hereto; and

4. The Transaction has been completed to the satisfaction of the Monitor.

[signature page to follow]

5. This Certificate was delivered by the Monitor at __________ (time) on ___________________.

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., AND NOT IN ITS PERSONAL CAPACITY

Per: ______________________________________

Name:

Title:

SCHEDULE A TO MONITOR'S CERTIFICATE

Permitted and Non-Permitted Encumbrances

SPECIFIC PERMITTED AND NON-PERMITTED ENCUMBRANCES

LEGAL:
2737624/1
NW 1/4 OF SECTION 28-5-6 EPM
EXC ELY 726 FEET PERP OF WLY 1587 FEET PERP OF NLY 600 FEET PERP
SUBJECT TO THE RESERVATIONS AND PROVISOES CONTAINED
IN THE GRANT FROM THE CROWN

TITLE NUMBER:
2737624/1

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
4450499/1	23/01/2014	EASEMENT STATUTORY EASEMENT IN FAVOUR OF THE MANITOBA HYDRO-ELECTRIC BOARD

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5016332/1	07/11/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
5016333/1	07/11/2018	MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA ORIGINAL PRINCIPAL AMOUNT: $30,000,000

LEGAL:
2737625/1
THE SE 1/4 OF SECTION 28-5-6 EPM
EXC SLY 1320 FEET PERP
SUBJECT TO THE RESERVATIONS AND PROVISOES
CONTAINED IN THE GRANT FROM THE CROWN

TITLE NUMBER:
2737625/1

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5016332/1	07/11/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
5016333/1	07/11/2018	MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA ORIGINAL PRINCIPAL AMOUNT: $30,000,000

LEGAL:
2737626/1
THE NW 1/4 OF SECTION 21-5-6 EPM
EXC FIRSTLY: WLY 1320 FEET AND
SECONDLY: PUBLIC DRAIN PLAN 7865 WLTO
SUBJECT TO THE RESERVATIONS AND PROVISOES
CONTAINED IN THE GRANT FROM THE CROWN

TITLE NUMBER:
2737626/1

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
2403749/1	05/08/1999	CAVEAT RE: RIGHT-OF-WAY AGREEMENT CAVEATOR - MTS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5016332/1	07/11/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
5016333/1	07/11/2018	MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA ORIGINAL PRINCIPAL AMOUNT: $30,000,000

SCHEDULE B

Permitted and Non-Permitted Encumbrances

SPECIFIC PERMITTED AND NON-PERMITTED ENCUMBRANCES

LEGAL:
2737624/1
NW 1/4 OF SECTION 28-5-6 EPM
EXC ELY 726 FEET PERP OF WLY 1587 FEET PERP OF NLY 600 FEET PERP
SUBJECT TO THE RESERVATIONS AND PROVISOES CONTAINED
IN THE GRANT FROM THE CROWN

TITLE NUMBER:
2737624/1

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
4450499/1	23/01/2014	EASEMENT STATUTORY EASEMENT IN FAVOUR OF THE MANITOBA HYDRO-ELECTRIC BOARD

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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5016333/1	07/11/2018	MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA ORIGINAL PRINCIPAL AMOUNT: $30,000,000

LEGAL:
2737625/1
THE SE 1/4 OF SECTION 28-5-6 EPM
EXC SLY 1320 FEET PERP
SUBJECT TO THE RESERVATIONS AND PROVISOES
CONTAINED IN THE GRANT FROM THE CROWN

TITLE NUMBER:
2737625/1

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5016332/1	07/11/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
5016333/1	07/11/2018	MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA ORIGINAL PRINCIPAL AMOUNT: $30,000,000

LEGAL:
2737626/1
THE NW 1/4 OF SECTION 21-5-6 EPM
EXC FIRSTLY: WLY 1320 FEET AND
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CONTAINED IN THE GRANT FROM THE CROWN

TITLE NUMBER:
2737626/1

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
2403749/1	05/08/1999	CAVEAT RE: RIGHT-OF-WAY AGREEMENT CAVEATOR - MTS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5016332/1	07/11/2018	MORTGAGE MORTGAGEE – FARM CREDIT CANADA ORIGINAL PRINCIPAL AMOUNT: $27,000,000
5016333/1	07/11/2018	MORTGAGE MORTGAGEE – THE BANK OF NOVA SCOTIA ORIGINAL PRINCIPAL AMOUNT: $30,000,000

SCHEDULE 7b

Blackline: Template v Sarto 2 – 2Flag SAVO

~~Last Revised: January 2019~~

COURT FILE NUMBER	2201-08920	Clerk's ~~S~~stamp
COURT	COURT OF ~~QUEEN'~~KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	

~~PLAINTIFF~~

~~DEFENDANT~~

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	**SALE APPROVAL AND VESTING ORDER** ~~**(Sale by Receiver)**~~ **Re: Sarto 2 Lands - 2Flag**
ADDRESS FOR SERVICE AND CONTACT ~~I~~ ~~NFORMATION~~INFORMATION OF PARTY FILING THIS ~~DOCU~~ ~~MENT~~DOCUMENT	Norton Rose Fulbright

Howard A. Gorman, K.C. / Meghan L. Parker howard.gorman@nortonros

om Tel: +1 403.267.8222 Fax: +1 403.264.5973 Lawyers f	or the Monitor File no.: 1001221818

DATE ON WHICH ORDER WAS PRONOUNCED: ~~__________~~DECEMBER 6, 2022

LOCATION ~~**WHERE ORDER WAS PRONOUNCED**~~**OF HEARING**: EDMONTON, ALBERTA (VIA WEBEX)

NAME OF JUSTICE WHO MADE THIS ORDER: ~~__________~~HONOURABLE JUSTICE DUNLOP

UPON ~~**THE APPLICATION** by **[Receiver's Name]**~~the application of Ernst & Young Inc., in its capacity as ~~the~~ Court-appointed ~~**[receiver/receiver and manager]**~~Monitor (the ~~"Receiver"~~**Monitor**) of ~~the undertakings, property and assets of **[Debtor]**~~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"~~**Debtors**) for an order approving the sale transaction

(the ~~"~~**Transaction**~~"~~) contemplated by an agreement of purchase and sale (the ~~"~~**Sale Agreement**~~"~~) between the ~~Receiver and **[Name of Purchaser]**~~Monitor, as vendor, and 2Flag Farms Ltd. (the ~~"~~**Purchaser**~~"~~)~~ dated **[Date]** and appended to the _ Report of the Receiver dated **[Date]** (the "Report")~~, accepted on November 24, 2022, and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser~~ (or its nominee)[1]~~, the ~~Debtor's~~Debtors' respective right, title, and interest in and to the assets described in the Sale Agreement (the ~~"~~**Purchased Assets**~~"~~);

AND UPON ~~**HAVING READ**~~having read the ~~Receivership~~Initial Order ~~dated **[Date]** (the "Receivership Order"),~~granted by the Honourable Justice K.M. Horner on August 8, 2022, as amended and restated by the Order of the Honourable Justice R.A. Neufeld, dated August 17, 2022; **AND UPON** having read the First Report of the Monitor, filed, and the Second Report of the Monitor, filed, and the ~~Affidavit~~Confidential Supplement to the Second Report of ~~Service~~the Monitor; **AND UPON** ~~**HEARING** the~~having heard submissions ~~of~~from counsel for the ~~Receiver, the Purchaser **[Names of other parties appearing]**, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed~~Monitor, and any other party that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

~~1Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)~~

SERVICE

1 ~~1.~~Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.~~[2]~~

APPROVAL OF TRANSACTION

2 ~~2.~~The Transaction is hereby approved~~[3]~~, and the execution of the Sale Agreement by the

~~Receiver~~Monitor is hereby ~~authorized and~~ approved~~, with such minor amendments as the Receiver may deem necessary~~. The ~~Receiver~~Monitor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction ~~and~~or for the conveyance of the Purchased Assets to the Purchaser ~~(or its nominee)~~.

VESTING OF PROPERTY

3 ~~3.[Subject only to approval by the Alberta Energy Regulator ("Energy Regulator") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta)][4] upon~~Upon the delivery of a ~~Receiver~~Monitor's certificate to the Purchaser ~~(or its nominee)~~ substantially in the form set out in Schedule "A" hereto (the ~~"Receiver's Closing~~**Monitor's Certificate**~~"~~), all of the ~~Debtor's~~Debtors' respective right, title, and interest in and to the Purchased Assets ~~[listed in **Schedule "B"** [5] hereto]~~ shall vest absolutely in the name of the Purchaser ~~(or its nominee)~~,

free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether

~~2Ensure that the application and supporting materials are served on all affected parties including those whose interests will be vested off.~~

~~3In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding. If supported by evidence, the following sentence could be added at the beginning of paragraph 2: "The Transaction and Sale Agreement are commercially reasonable and in the best interest of the~~

~~Debtor and its stakeholders."~~

~~4This bracketed clause, paragraph 4(b) and the bracketed words at the end of paragraph 6 are included when the Purchased Assets include mineral interests in land.~~

~~5To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule B.~~ secured, unsecured or otherwise (collectively, ~~"~~the **Claims**~~"~~)[6] including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by the ~~Receivership~~Initial Order~~;(b)any~~, as amended and restated, or any other Orders granted in the within Proceedings;

(b) *any liens or claims of lien under the Builders' Liens Act* (Manitoba);

(c) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), the *Personal Property Security Act* (Manitoba), or any other personal property registry system~~;~~

~~(c)*any liens or claims of lien under the Builders' Lien Act* (Alberta)~~; and

~~(d)those Claims listed in Schedule "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, "Permitted Encumbrances"))~~

~~and~~

for greater certainty, this Court orders that all of the Claims~~ including Encumbrances other than Permitted Encumbrances,~~ affecting or relating to the Purchased Assets are hereby expunged~~,~~ and discharged ~~and terminated~~ as against the Purchased Assets.

4 ~~4.~~Upon the delivery of the ~~Receiver~~Monitor's ~~Closing~~ Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, ~~"~~**Governmental Authorities**~~"~~) are hereby authorized, requested and directed to accept delivery of such ~~Receiver~~Monitor's ~~Closing~~ Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge

statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing~~:~~

~~(a)[7] the Registrar of~~, upon registration in the Winnipeg Land ~~Titles ("Land Titles Registrar") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:~~

~~6The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims may, in some cases, continue as against the net proceeds from sale of the claimed assets. In other cases, the ownership claimant may object to its ownership interest being vested out of the claimed assets. For example, it not clear that vesting orders can vest out overriding royalties or restrictive covenants which are interests in land. (In *Third Eye Capital Corp.* v *Dianor Resources Inc.*, 2018 ONCA 253 at paragraphs 108-130 the Ont. C.A. requested further argument regarding whether an overriding royalty which is an interest in land may nevertheless be vested out.) Similarly, other claimed rights, titles or interests may potentially be vested out if the Court is advised what rights are being affected and the affected persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

~~7Paragraph 4(a) is included when the Purchased Assets include titled lands.~~

~~(i)cancel existing Certificates of Title No. * for~~

Titles Office (the **"Winnipeg LTO"**) of a Request/Transmission in the form prescribed by *The Real Property Act* (Manitoba) duly executed by the Purchaser, the District Registrar of the Winnipeg LTO is hereby directed to enter the Purchaser as the owner in fee simple of those lands and premises ~~municipally described as *, and~~ legally described as:

2737624/1
NW 1/4 OF SECTION 28-5-6 EPM
EXC ELY 726 FEET PERP OF WLY 1587 FEET PERP OF NLY 600 FEET
PERP SUBJECT TO THE RESERVATIONS AND PROVISOES CONTAINED
IN THE GRANT FROM THE CROWN

2737625/1
THE SE 1/4 OF SECTION 28-5-6
EPM EXC SLY 1320 FEET PERP
SUBJECT TO THE RESERVATIONS AND
PROVISOES CONTAINED IN THE GRANT FROM THE
CROWN

2737626/1

THE NW 1/4 OF SECTION 21-5-6
EPM EXC FIRSTLY: WLY 1320 FEET
AND
SECONDLY: PUBLIC DRAIN PLAN 7865 WLTO
SUBJECT TO THE RESERVATIONS AND
PROVISOES CONTAINED IN THE GRANT FROM THE
CROWN

~~*~~

(the ~~"~~**Lands**~~"~~)

~~(ii)issue a new Certificate of Title for~~, and is hereby directed to delete and expunge from title to the Lands ~~in the name~~all of the ~~Purchaser (or its nominee), namely, *;~~

~~(iii)transfer to the New~~Claims, which Certificate of Title ~~the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and~~

~~(iv)discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding~~shall be subject only to those encumbrances (the **Permitted Encumbrances**) ~~which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;~~

~~(b)[8]— Alberta Energy ("Energy Ministry") shall and~~listed on **Schedule "A"** to the Monitor's Certificate (and listed in duplicate on **Schedule "B"** to this Order).

5 The Registrar is ~~hereby~~expressly authorized~~, requested~~ and directed to ~~forthwith:~~ ~~(v)cancel and~~include in the discharge ~~those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances)~~of the encumbrances registered~~ (whether before or after the date of this Order)~~ against the ~~estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and~~

~~(vi)transfer all Crown leases listed in Schedule "E" to this Order standing in the~~

~~name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;~~

~~(c)the Registrar of the Alberta Personal Property Registry (the "PPR Registrar") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any~~

~~8Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.~~Lands, all encumbrances registered after the date the Initial Order was granted.

6 ~~of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.~~Upon delivery of the Monitor's *Certificate together with a certified copy of this Order, this Order shall be* accepted by the Registrar, *notwithstanding that the appeal period in respect of this Order has not elapsed*, which appeal period is expressly waived.

7 ~~5.~~In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the ~~Receiver~~Monitor's~~ Closing~~ Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

8 ~~6.~~No authorization, approval or other action by and no notice to or filing with any ~~g~~Governmental ~~a~~Authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the ~~Receiver~~Monitor of the Sale Agreement~~, [other than any required approval by the Energy Regulator referenced in paragraph 3 above.]~~[9]

~~7.Upon delivery of the Receiver's Closing *Certificate together with a certified copy of this Order, this Order shall be* immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and *notwithstanding that the appeal period in respect of this Order has not elapsed*. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.~~

9 ~~8.~~For the purposes of determining the nature and priority of Claims, net proceeds~~[10]~~ from sale of the Purchased Assets (to be held in an interest bearing trust account by the ~~Receiver~~Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the ~~Receiver~~Monitor's ~~Closing~~Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the ~~Receiver~~Monitor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court~~, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order~~.

~~9The bracketed words in this paragraph are included when the Purchased Assets include mineral interests in land.~~

~~10The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

10 ~~9.~~Except as expressly provided for in the Sale Agreement~~ or by section 5 of the Alberta *Employment Standards Code*~~, the Purchaser ~~(or its nominee)~~ shall~~ not~~, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the

Debtors.~~[11]~~

11 ~~10.~~Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).~~[12]~~

12 ~~11.~~The Purchaser~~ (or its nominee)~~ shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by~~,~~ or through or against the Debtors.

13 ~~12.~~Immediately ~~upon~~after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the ~~Receiver~~Monitor or any of the Debtors.~~[13]~~

14 ~~13.~~The ~~Receiver~~Monitor is~~ directed~~ to file with the Court a copy of the ~~Receiver~~Monitor's ~~Closing~~ Certificate, forthwith after delivery thereof to the Purchaser~~ (or its nominee).~~

~~11Successor employer liability is governed by section 5 of the *Employment Standards Code*, RSA 2000 c. E-9 as amended. Inclusion of the words "or by statute" in paragraph 9 ensures that paragraph 9 does not purport to abrogate statutory successor employee liability.~~

~~12Not all sale agreements require, nor do the terms of the Debtor's possession of human resources and payroll information always permit, disclosure and transfer of such information to the Purchaser. If disclosure and transfer of such information to the Purchaser is not required or permitted, then Section 10 of this Order should be deleted.~~

~~13The terms of the Permitted Encumbrance and Sale Agreement should be reviewed to determine whether an encumbrance also constitutes a charge against other assets not being sold (in addition to the Purchased Assets.) In that circumstance, absent agreement of the encumbrancer to the contrary, the Debtor may not be fully discharged so the encumbrancer does not lose its charge over the other assets it holds as security. Do not add the words "or the Debtor" to the end of paragraph 12 if an encumbrancer's claim against the Debtor should be reserved~~.

15 ~~14.~~Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* ~~(Canada) and section 20(e) of the Alberta *Personal Information Protection Act*~~, the ~~Receiver~~Monitor is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtors'~~s~~ records pertaining to the Debtors'~~s~~ past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtors ~~was~~ were entitled.

MISCELLANEOUS MATTERS

16 ~~15.~~Notwithstanding:

(a) the pendency of these proceedings ~~and any declaration of insolvency made herein~~;

(b) ~~the pendency of~~ any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, ~~R.S.C.~~RSC 1985, ~~c.~~C B-3~~, as amended~~ (the ~~"BIA"~~***Bankruptcy and Insolvency Act***)~~,~~ in respect of any of the ~~Debtor,~~Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of ~~the Debtor; and~~
~~(d)the provisions of any federal or provincial statute;~~any of the Debtors,

the vesting of the Purchased Assets in the Purchaser ~~(or its nominee)~~ pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a ~~transfer at undervalue,~~ settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the ~~BIA~~*Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17 ~~16.~~The ~~Receiver~~Monitor, the Purchaser ~~(or its nominee)~~, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

18 ~~17.~~This ~~Honourable~~ Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada ~~or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order,~~ to give effect to this Order and to assist the ~~Receiver~~

Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders ~~and~~ as to provide such assistance to the ~~Receiver~~Monitor, as an officer of th~~e~~is Court, as may be necessary or desirable to give effect to this Order or to assist the ~~Receiver~~Monitor and its agents in carrying out the terms of this Order.

19 ~~18.Service of this~~This Order shall be ~~deemed good~~posted by the Monitor to www.ey.com/ca/nalco, and ~~sufficient~~served by~~:~~ the

~~(a)Serving the same on:~~

~~(i)the persons listed~~Monitor on the service list ~~created in these proceedings;~~

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

~~(iii)any other parties attending or represented at the application for this Order;~~
~~(iv)the Purchaser or the Purchaser's solicitors; and~~
~~(b)Posting a copy of this Order on the Receiver's website~~

~~at: * and service on any other person is hereby~~

~~dispensed with.~~

~~19.Service of~~maintained by the Monitor and on those 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. ~~Service is deemed to be effected the next business day following transmission or delivery of this Order.~~

Justice of the Court of ~~Queen~~King's Bench of Alberta

~~Schedule "A"~~SCHEDULE A

Form of ~~Receiver~~Monitor's Certificate

Monitor's Certificate

Clerk's ~~S~~stamp

COURT FILE NUMBER 2201-08920

COURT COURT OF ~~QUEEN'~~KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

~~PLAINTIFF~~

~~DEFENDANT~~

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 **~~RECEIVER~~MONITOR'S CERTIFICATE**

Re: Sarto 2 Lands – 2Flag

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

NortonRoseFulbrightCan

ada LLP 400 3rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 CANADA

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Lawyers for the Monitor
File no.: 1001221818

RECITALS

A. Pursu

ant to an Order of the Honourable Justice ~~[Name]~~K.M. Horner of the Court of ~~Queen~~King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated ~~[Date of~~August 8, 2022, as amended and restated by the Order~~], [Name~~ of ~~Receiver]~~the Honourable Justice R.A. Neufeld on August 17, 2022, Ernst & Young Inc. was appointed as the ~~receiver~~monitor (the ~~"Receiver"~~**Monitor**) of ~~the undertakings, property and assets of [Debtor]~~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"~~**Debtors**).

B. Pursuant to an Order of the Court dated ~~[Date]~~December 6, 2022 (the **Sale Approval and Vesting Order**), the Court approved the agreement of purchase and sale ~~made as of [Date of Agreement]~~accepted on November 24, 2022 (the "**Sale Agreement**") between ~~the Receiver and [Name of Purchaser]~~Monitor, as vendor, and 2 Flag Farms Ltd., as purchaser (the "**Purchaser**") ~~and provided for the vesting in the Purchaser, of the~~ Debtor'sDebtors' respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery ~~by the~~ ReceiverMonitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing ~~as set~~ out in section * of the Sale Agreement have been satisfied ~~or~~ waived by the ReceiverMonitor and the Purchaser; and (iii) the Transaction has been completed ~~to the sa~~tisfaction of the ReceiverMonitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement and Sale Approval and Vesting Order.

THE ~~RECEIVER~~MONITOR CERTIFIES the following:

1. The Purchaser ~~(or its nominee)~~ has paid and the ~~Receiver~~Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in ~~section * of~~ the Sale Agreement have been satisfied or waived by the ~~Receiver~~Monitor and the Purchaser ~~(or its nominee)~~;

3. For the purposes of the Land Titles Office (Manitoba), the Permitted Encumbrances

are set out in **Schedule "A"** hereto; and

4. ~~3.~~The Transaction has been completed to the satisfaction of the ~~Receiver~~Monitor.

[signature page to follow]

5. This Certificate was delivered by the ~~Receiver at **[Time]** on **[Date]**.~~ (time) on

~~**[Name of Receiver], in its capacity as Receiver of the undertakings, property and assets of [Debtor], and not in its personal capacity.**~~ Monitor at

.

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., AND NOT IN ITS PERSONAL CAPACITY

Per~~;~~: ______________________________

Name:

Title: