

2025 01G 1510
IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985 c. C-36 as Amended (the “**CCAA**”); and

AND IN THE MATTER OF an application by Calvin Cameron and Sheldon Cameron (the “**Applicants**”) for relief under s. 11 of the CCAA

AFFIDAVIT OF CALVIN CAMERON

I, Calvin Cameron, of the Town of Deer Lake, in the Province of Newfoundland and Labrador, make oath and say as follows:

1. I was a director of Nemori Farms Ltd. until the sale of the farm on October 15, 2025.
2. As part of the historic financing arrangements for Nemori Farms Ltd., I provided certain personal guarantees, including guarantees in favour of RBC Royal Bank, which remain outstanding.
3. I swear this Affidavit in support of the Applicant's motion for protection against enforcement of those guarantees during the restructuring process.
4. I worked at the farm for more than 15 years and was responsible for a broad range of operational and managerial duties.
5. My regular responsibilities included feeding the animals each morning, evaluating feed inventories and ordering feed when required, repairing and maintaining farm equipment, managing crop production, overseeing bunker silo storage, working

with nutritionists and veterinarians to design feed rations, managing the young-stock program, and participating in budgeting.

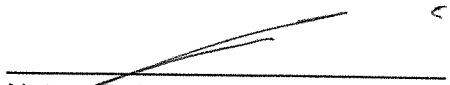
6. Due to financial constraints and the unavailability of professional trades, I performed electrical work, welding, plumbing, and mechanical repairs required to keep the farm operational 365 days per year.
7. Throughout the restructuring period and up until the transfer of the farm on October 15, 2025, I continued to maintain the farm's operations to the best of my ability.
8. In a normal year, the farm planted approximately 200 acres of corn silage. During the most recent crop year, I planted 370 acres—an increase of 170 acres—to ensure there was sufficient forage for the herd through the winter.
9. This additional planting and crop management occurred during a drought year. As a result of these efforts, the farm had full bunks of corn and grass silage available at the time of transfer.
10. I continued performing all essential tasks, including feeding, equipment repair, crop management, and animal-health oversight, until approximately 4:30 p.m. on October 15, 2025, when I was informed by Sheldon that we would be required to sign the farm over.
11. After the transfer of ownership, I chose not to continue working for the new owners due to exhaustion and uncertainty regarding my future role and security.
12. My decision was also affected by the outstanding personal guarantees for which I remain liable.
13. I remain personally liable on guarantees, including a guarantee in favour of RBC Royal Bank, with exposure in excess of \$1 million.

14. I am concerned that, if these guarantees are not stayed or compromised, enforcement may occur in the future if I attempt to purchase a home, start a business, or obtain financing.
15. Enforcement of these guarantees would have severe financial consequences for me and my family.
16. I am in the process of selling my residence in Newfoundland and relocating to Nova Scotia, where I am seeking housing and employment.
17. My spouse and I have three young children, all under the age of four, and preparing for the move has been difficult for them.
18. The possibility of enforcement of personal guarantees creates significant financial uncertainty at a time when I am trying to secure stable housing and employment.
19. If the guarantees are not stayed or compromised, I am at risk of significant financial hardship.
20. My efforts during the restructuring period materially contributed to maintaining farm operations, protecting animal welfare, and ensuring adequate winter feed supply.
21. Throughout this transition period, I have continued to work diligently to maintain the farm's operations, protect milk quality, ensure animal welfare, and support management.
22. Despite my efforts, I am now facing enforcement of personal guarantees that relate to the farm's historic liabilities.

23. I believe I have gone above and beyond what has been asked of me and that enforcement of personal guarantees at this time would be unfair and detrimental to the restructuring process.

24. I swear this affidavit to assist the Court in understanding my circumstances and why relief from enforcement of personal guarantees is necessary, fair, and appropriate.

SWORN TO at: Windsor NS
this 1st day of December 2025
before me:



Notary Public, Commissioner for Oaths etc.



CALVIN CAMERON

