

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 SHELDON CAMERON

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

1. I am employed as a Herd Technician at the dairy farm formerly operated by Nemori Farms Ltd. and now operated by the new owners who purchased the business on or about October 15, 2025.
2. I previously owned and operated the farm through Nemori Farms Ltd., and as part of the historical financing arrangements, I provided certain personal guarantees relating to the farm operations.
3. I am making this Affidavit in support of my motion for protection against enforcement of guarantees that were given personally in support of the farm's operations during my management.
4. Throughout the restructuring process, I have continued to work full-time at the farm. I am generally scheduled approximately 60 hours per week, though the hours vary depending on operational needs.
5. My daily responsibilities include performing the barn chores, which involve bringing cows to the parlour to be milked, monitoring animals for health and safety, breeding

cows, identifying and treating sick animals, trimming hooves, driving the skid steer, and shifting equipment as required.

6. In addition to my regular duties, I am typically the individual asked to address operational problems as they arise, including mechanical or animal-health issues.
7. I spend considerable time repairing and maintaining the milking parlour and wash equipment. If this work were not carried out, the new owners would likely experience significant milk-quality issues.
8. Although my job description is 'Herd Technician,' the responsibilities I carry out are closer to those of an assistant manager, with substantial day-to-day operational responsibility. The transition of a commercial farm takes a significant amount of work to ensure it goes as smoothly as possible. I have taken every effort to ensure that despite the difficulties we have been working through, that farm operations did not suffer as a result.
9. The new owners have relied heavily on me to ensure continuity and functionality of the farm operations.
10. I have assisted them with the transition of licences, permits, and operational requirements. The new owners do not have a permit for marked diesel, and they have been using the Nemori Farms Ltd. permit to purchase fuel, although they pay for the fuel themselves.
11. The new owners are currently farming under my former Premises ID under Newfoundland and Labrador Forestry, Agriculture and lands.
12. I have continued to assist with regulatory compliance because the transfer of these licences has not yet been completed.
13. My work on the farm has been varied - a worker recently suffered a serious workplace injury after falling from a ladder and striking their head, requiring hospital treatment. Because the WorkplaceNL account was never transferred to the new owners, workplace NL was coming to me with questions.
14. I was not comfortable remaining responsible for these statutory requirements and provided the new owners with my WorkplaceNL 'Connect' login information so they could complete the paperwork themselves. I have assisted in all these matters without objection.
15. I have been providing support to the new owners' bookkeeper regarding payroll setup for temporary foreign workers, including housing, work permits, and answering questions the workers did not understand.

16. Much of the day-to-day communication with foreign workers has fallen to me, as they require clarification about questions or documentation they receive.
17. The new owners largely manage the farm remotely from another province. This has made daily operations more difficult.
18. There is a farm manager on site. He is hardworking and motivated, but he relies heavily on me for guidance and decision-making.
19. I currently work a rotation of 7 days on, 2 days off, then 3 days on, 2 days off, resulting in alternating weekends and alternating Mondays/Tuesdays off.
20. The farm continues to operate using the work schedule that I created before the sale on October 15, 2025. I will need to prepare a new schedule shortly.
21. I currently reside in a house associated with the farm. I have been advised that I will need to move, and I have been looking for other housing.
22. The rental market is extremely limited, and I have not been able to find an alternative residence.
23. I asked the new owners for time until March to find suitable housing. The response was that 'we will talk about it,' but I have not heard anything since.
24. I am concerned that the new owners intend to charge rent in the amount of approximately \$3,500 per month plus utilities, as mentioned in a proposed employment letter that was never finalized. I cannot afford rent at that level.
25. I have not been provided with documentation relating to a right of first refusal or an earn-in arrangement, and I do not know if these matters will proceed.
26. I am worried about my job security, being forced out of the house, and being left without housing despite my contributions to keeping the farm operational.
27. 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.
28. Despite my efforts, I am now facing enforcement of personal guarantees that relate to the farm's historic liabilities.

29. 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.
30. I make this affidavit to assist the Court in understanding my role, responsibilities, and the circumstances that make relief from guarantee enforcement necessary.

SWORN TO at Deer Lake
this 1 day of December 2025
before me:


Notary Public, Commissioner for Oaths etc.


SHELDON CAMERON

KIMBERLY KING

A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2029.

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NOTICE OF MOTION

**Sheldon Cameron & Calvin
Cameron**
191 Goose Arm Road
Deer Lake, NL A8A 3H9

TO: **Supreme Court of Newfoundland & Labrador**
 General Division (In Bankruptcy)
 P.O. Box 937
 309 Duckworth Street
 St. John's, NL A1C 5M3

AND TO: The Service List attached as **Schedule "A"**

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NOTICE OF MOTION

RELIEF SOUGHT

1. The Applicants in this proceeding are making an Application to this Honourable Court seeking an order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") as set out below:
2. An Order releasing and forever discharging the Directors of Nemori Farms Ltd, Sheldon Cameron and Calvin Camerson (collectively the "Camerons"), from any and all obligations, liabilities, and enforcement rights arising from personal guarantees provided in favour of certain creditors of Nemori Farms Ltd, including but not limited to personal guarantees granted in favour of:
 - RBC;
 - Headline Holsteins Limited;
 - Bodkin, a Division of Bennington Financial Corp.;
 - Kubota Canada Ltd.
 - De Lage Landen Financial Services Canada Inc.
 - Meridian Onecap Credit Corp.

- Greenbox Capital;
 - Any continuing guarantees or indemnity agreements (collectively the “Personal Guarantees”).
3. An Order declaring that any liability of the Camerons under the Personal Guarantees shall be released and extinguished by the Plan of Arrangement approved this Honourable Court.
 4. Such further relief as this Honourable Court may deem just.

EVIDENCE TO RELIED UPON

- (a) Affidavits of Sheldon Cameron.
- (b) Such additional evidence as counsel may advise and this Honourable Court may permit.

FACTS MATERIAL TO THIS MOTION

5. On or about March 7, 2025, Nemori Farms Ltd. sought and obtained protection pursuant to the provisions of the CCAA. A stay of proceedings was implemented, and Grant Thornton was appointed as the Monitor.
6. The stay of proceedings remains in place and the matter is scheduled for a status appearance on December 2, 2025.
7. Affidavit evidence shall be provided to address the issues and provide documents as may be relevant.
8. The Applicants request a hearing and declaratory relief as set out herein.

GROUND FOR THE MOTION

9. The Camerons have continually acted in good faith in this restructuring process.
10. There is no allegation of fraud, willful misconduct, of breach of their fiduciary

duties.

11. In the Sixth Report of the monitor reviews the stay of proceedings and whether the Cameron Brothers should be included. At paragraph 46 the Monitor states:

The Monitor is of the view that Sheldon and Calvin Cameron are key personnel at the Company and are currently the sole management team for the Company. Based on the Monitor's observation. The continued participation of Sheldon and Calvin Cameron is needed to avoid disruption of farm operations through the summer season, and their co-operation is needed to facilitate the closing of any transaction with any Bidder, should a transaction be approved.

12. The engagement in management of the farm throughout this process is essential to preserving the value for the stakeholders.
13. The Plan of Arrangement approved by court contemplated the Cameron's would continue to manage the farm and they have went above and beyond in their efforts to continue the daily operations of the farm throughout this difficult process.
14. It is only as a result of their efforts that there was business operation available for stakeholders at the end of this process.
15. This is detailed in the Affidavit of Sheldon Cameron attached to this application.
16. The bid process contemplated that the Camerons would receive equity in new company, and rights of first refusal moving forward. Given the significant scope of the Camerson's involvement, they relied on these options in anticipation they would have a vested interest in the farm moving forward. At present, no such options have been implemented, and currently they have no assurance these will be in place.

DATED at the City of St. John's, in the Province of Newfoundland and Labrador, this 1 day of December 2025


Sheldon Cameron