IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 15
Monette Farms Ltd., *et al.*,[1]	Case No. 26-10547-LSS
Debtors in a Foreign Proceeding.	(Jointly Administered)

DECLARATION OF DERYCK HELKAA IN SUPPORT OF MOTION OF FOREIGN REPRESENTATIVE FOR ENTRY OF AN ORDER (I) RECOGNIZING CANADIAN SALE ORDER, (II) AUTHORIZING AND APPROVING SALE OF ASSETS, AND (III) GRANTING RELATED RELIEF

I, Deryck Helkaa, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury under the law of the United States, as follows:

1. I am a Senior Managing Director, Corporate Finance and Restructuring, at FTI Consulting Canada, Inc. ("FTI").

2. My professional background and qualifications are detailed in the *Declaration of Deryck Helkaa in Support of (I) Debtors' Verified Petition for (A) Recognition of Foreign Main Proceedings, (B) Recognition of Foreign Representative, and (C) Related Relief Under Chapter 15 of the Bankruptcy Code and (II) Foreign Representative's Motion for Provisional Relief* (the "Helkaa First Day Declaration") [D.I. 6].

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

3. FTI acts as the court-appointed monitor (in such capacity, the "Monitor") and authorized foreign representative (in such capacity, the "Foreign Representative") for the above-captioned debtors (collectively, the "Company" or the "Debtors") in the Canadian proceedings (the "Canadian Proceedings") commenced under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36 (as amended, the "CCAA"), pending before the Court of King's Bench of Alberta (the "Canadian Court"). I am authorized to provide this declaration (the "Declaration") on behalf of the Foreign Representative and each of the Debtors.

4. I submit this Declaration in support of the *Motion of Foreign Representative for Entry of an Order (I) Recognizing Canadian Sale Order, (II) Authorizing and Approving Sale of Assets, and (III) Granting Related Relief* (the "Motion").[2] As described in more detail herein, the Motion seeks approval of the sale of certain property located in Arizona to Byner Cattle Company (the "Arizona Purchaser") pursuant to that certain *SISP Agreement of Purchase and Sale of U.S. Assets dated August 12, 2026* (the "Arizona PSA"). A copy of the Arizona PSA is attached hereto as **Exhibit 1**. The Motion also seeks recognition of the order of the Canadian Court approving the same sale (the "Arizona SAVO"). A copy of the Arizona SAVO is attached hereto as **Exhibit 2**.

5. I have investigated the business and affairs of the Debtors to the best of my ability since my engagement on this case, and make this declaration based on that investigation. Prior to the commencement of the Canadian Proceedings, FTI served as an advisor to the Company but now only acts in its capacity as the Monitor. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, information supplied to me by other members of the Debtors' management and professionals, learned from my review of relevant documents, or my opinion based upon my experience and knowledge of the Debtors' industry,

[2] Capitalized terms used but not defined in this declaration have the meanings provided in the Motion.

operations, and my experience as a Licensed Trustee in Bankruptcy, a Chartered Insolvency and Restructuring Professional, and a Chartered Professional Accountant. If called upon to testify, I could and would testify to the facts set for in this declaration.

THE SISP

6. The sales and investment solicitation process (the "SISP") is the result of extensive and cooperative engagement between the Debtors, the Monitor, and the DIP Agent. Attached hereto as **Exhibit 3** is the *Second Report of FTI Consulting Canada Inc. in its Capacity as Monitor* (the "Second Monitor Report") which describes the SISP.

7. On June 15, 2026, the Canadian Court entered an Order (the "SISP Approval Order") which, among other things: (a) approved the SISP for the marketing and sale of, or investment in, all or substantially all of the Debtors' business and assets or any portion thereof in accordance with the procedures outlined therein (the "SISP Procedures"); and (b) empowered the Monitor to conduct the SISP in consultation with the Debtors and the DIP Agent. A copy of the SISP Approval Order is attached hereto as **Exhibit 4**.

8. On June 29, 2026, the Monitor, in consultation with the Debtors and the DIP Agent, commenced the SISP, including by preparing lists of potential bidders, distributing teasers, publishing notice of the SISP in the Insolvency Insider and Western Producer, establishing a data room, and posting information on the Monitor's website. In accordance with the SISP Procedures, the Debtors, in consultation with the Monitor and the DIP Agent, were required to engage property brokers with specialized experience and knowledge within each relevant jurisdiction to market the Debtors' assets in each applicable jurisdiction by June 15, 2026, and list for sale, by no later than June 29, 2026, all of the Debtors' farmland and related property. Attached hereto as **Exhibit 5** is the *Third Report of FTI Consulting Canada Inc. in its Capacity as Monitor* (the "Third Monitor Report") which describes the implementation of the SISP Approval Order.

THE ARIZONA ASSETS

9. The Debtors own and lease certain real property in Arizona including the Aguila Farm, the Produce Cooler, and the Arizona Seed Facility (collectively, the "Arizona Assets"). As described more fully in Schedule A to the Arizona PSA, the Arizona Purchased Assets only includes the Aguila Farm and not include the Produce Cooler or Arizona Seed Facility. The Aguila Farm is composed of approximately 930 acres owned by Monette Farms Arizona, LLC ("MF Arizona") and 2,204 acres owned by the State of Arizona and leased to MF Arizona through the Arizona State Land Department ("ASLD").[3] MF Arizona has made a number of substantial improvements to the Aguila farm including irrigation systems, grain tanks, and wells for electric and natural gas.

10. On approximately November 17, 2025, prior to the commencement of the Canadian Proceedings, the Debtors attempted to sell certain properties, including the Arizona Assets. In connection with the prospective sale, the Debtors retained Southwest Land Associates, LLC (the "Arizona Broker") to market and sell the Arizona Assets. The Aguila Farm was listed for $22 million, and the remaining Arizona Assets were listed together for $10 million. I understand that no formal offers were submitted for the purchase of the Arizona Assets prior to the commencement of the Canadian Proceedings.[4]

[3] Specifically, MF Arizona is party to three ASLD leases (collectively, the "Arizona Leases"): (i) Commercial Lease No. 03-78735; (ii) Commercial Lease No. 01-110421-00; and (iii) Commercial Lease No. 01-1199-00. Generally, the Arizona Leases are ten-year leases subject to renewal and assignment based on the approval of ASLD.

[4] I understand that one party submitted a non-binding letter of interest for the Aguila Farm but decided not to go forward after conducting its diligence.

THE ARIZONA TRANSACTION

I. The SISP Marketing Process for the Arizona Assets

11. On June 29, 2026, the Arizona Assets were relisted in accordance with the SISP Procedures. With the approval of the DIP Agent, the Syndicate, and the Debtors, the listing price for the Aguila Farm was reduced to $18.5 million, and the listing price for the Produce Cooler and Arizona Seed Facility was reduced to $5 million. These price reductions were consistent with an appraisal obtained by the Debtors for the Arizona Purchased Assets, previous market feedback, and the recommendation of the Arizona Broker.

12. In accordance with the SISP, the Monitor and the Arizona Broker conducted a process for marketing the Arizona Assets which involved publicly listing the Arizona Assets for sale on the Arizona Broker's website, and the marketing efforts conducted pursuant to the SISP, which contemplates the sale and/or refinancing of the entirety of the entire Debtor Group's assets.[5] These marketing efforts were aimed at produce shippers and packers, land investors, agricultural and water hedge funds, data center developers, and utility companies. Since November 2025, the Arizona Broker fielded over 100 email inquiries regarding the Arizona Purchased Assets. The Arizona Broker and/or Monitor directly contacted 17 prospective purchasers active in the agricultural sector, the MLS site generated 41 hits on the listing platform, and the Arizona Broker's website received approximately 37 views. Approximately six parties visited the Arizona Purchased Assets for site visits.

[5] As part of those efforts, a teaser and non-disclosure agreement were distributed on June 29, 2026 to approximately 208 strategic and financial parties, the sale opportunity was posted on the Monitor's website, an advertisement of the SISP was published through Insolvency Insider, and an article regarding the sale opportunity was published in The Western Producer.

II. The Arizona PSA

13. On July 7, 2026, the Arizona Purchaser provided an initial expression of interest to the Arizona Broker. Subsequently, the Arizona Purchaser submitted its offer to purchase the Aguila Farm, *i.e.*, the Arizona Purchased Assets. This was the only offer received for the Arizona Purchased Assets.[6] The Monitor, in consultation with the Debtors, the DIP Agent, and their various professionals, made a counteroffer to the Arizona Purchaser, and the parties thereafter engaged in negotiations regarding the sale price and all commercial terms of the Arizona PSA. These negotiations resulted in the Arizona Purchaser increasing the purchase price to $17 million.

14. Ultimately, this offer was accepted given the (i) the appraised value of the Arizona Purchased Assets; (ii) the length of time that the Arizona Purchased Assets had been marketed; (iii) the recommendation of the Arizona Broker; (iv) the lack of an alternative bid; and (v) the support of the Debtors, the Monitor, and the Syndicate.

15. On August 12, 2026, MF Arizona and the Arizona Purchaser executed the Arizona PSA. In relevant part, the Arizona PSA provides for: (i) the sale of the Arizona Purchased Assets on an "as is, where is" basis for a purchase price of $17 million; (ii) closing of the sale, conditioned on (a) receiving approval from the Canadian Court and this Court; (b) re-registration of the Arizona Leases and subsequent transfer to the Arizona Purchaser;[7] (c) the Arizona Purchaser not

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[6] Other parties expressed interest in the Arizona Purchased Assets, but no other formal offers were made. None of these expressions of interest contemplated a sale price as that offered by the Arizona Purchaser. Additionally, certain other potential purchasers expressed interest in portions of the Arizona Purchased Assets such as only the real property owned by MF Arizona, not the Arizona Leases. After discussions with the Arizona Broker, the Monitor determined that selling the owned and leased land together would maximize the value of the transaction and recovery for the Debtors' creditors.

[7] The Arizona PSA contemplates the assignment of the Arizona Leases to the Arizona Purchaser, who is also a lessee in good standing of the ASLD. MF Arizona and the Arizona Purchaser intend to submit these assignment applications after the Court's approval of this Motion. The ASLD has met with the Monitor and is aware of the proposed Arizona Transaction and forthcoming assignment applications. The ASL has a consent right over the assignment of the Arizona Leases to the Arizona Purchaser and will not approve an assignment if there is unpaid rent or other defaults under the Arizona Leases. I am not aware of any defaults or any unpaid rent under the Arizona Leases.

disapproving the transaction within 10 days of reviewing environmental reports and title commitment prepared in respect of the land; and (d) the transfer of certain deeds of covenant in Arizona; (iii) closing scheduled for shortly after this Court's approval; and (iv) a deposit of 5% of the purchase price to be delivered within five days of execution of the Arizona PSA, which has been paid and is being held pending satisfaction of closing.

16. On August 11, 2026, the Debtors publicly filed the motion to approve the Arizona Transaction in the Canadian Proceedings. Attached to the motion were drafts of the Arizona SAVO and Arizona PSA. Notice was provided of a hearing to consider the Arizona Transaction and that parties were entitled to respond to the motion. No opposition was lodged with respect to the Canadian Court's consideration of the Arizona Transaction.

17. As set forth in the Third Monitor Report, the Monitor recommends that the Arizona Transaction is the best available transaction under the circumstances because: (i) the Arizona Purchased Assets were adequately exposed to the market prior to the commencement of the Canadian Proceedings and through the SISP; (ii) the Arizona Purchaser submitted a Qualified Bid pursuant to the SISP; (iii) the purchase price of the Arizona Purchase Assets is supported by, among other things, an appraisal; (iv) no viable alternative offering a superior return to the stakeholders has been identified through the SISP; (v) the sale of the Arizona Purchased Assets is not expected to impact any future land purchase proposals or refinancing or investment proposals due to the distinct location and nature of the Arizona Purchased Assets; (vi) the DIP Agent and Syndicate are supportive of the Arizona Transaction; and (vii) the Debtors continue to operate in good faith and with due diligence including with respect to the SISP.

18. Based on my experience and the foregoing reasons, I believe that the Arizona Transaction is on the best terms and conditions that the Debtors were able to obtain under the circumstances.

19. I understand that the Arizona Purchaser would not have entered into the Arizona PSA unless the sale of the Arizona Purchased Assets were free and clear of all encumbrances. Moreover, the DIP Agent has consented to the Arizona Transaction. Accordingly, I believe the sale of the Arizona Purchased Assets free and clear of all encumbrances is essential to the sale and the Debtors' ability to maximize the value of their assets.

20. I believe the that the Arizona PSA presents the best opportunity to maximize the value of the Arizona Purchased Assets. Because no other offers were received for the Arizona Purchased Assets, I believe that any additional marketing and sale process is unlikely to result in obtaining higher or better offers in the near term. Instead, it would lead to additional expense to the Debtors' estates with no assurance of any better result. As such, given the Debtors' financial circumstances, the agreement of all relevant stakeholders, including the Syndicate, consummation of the Arizona Transaction is the best available option to maximize the value of the Arizona Purchased Assets for the benefit of the Debtors' estates.

21. I am informed by counsel that all parties in the United States with an interest in the Arizona Purchased Assets will receive notice of the Motion and will have the opportunity to be heard by the Court prior to the approval of this sale.

22. I am familiar with the negotiations of the Arizona Transaction and believe the parties negotiated at arm's length and without any improper conduct by the Debtors, Monitor, or, to my knowledge, the Arizona Purchaser.

23. For the foregoing reasons, I believe that the Debtors' entry into the Arizona PSA and consummation of the Arizona Transaction is fair and reasonable under the circumstances, is the result of good faith, arms' length negotiations, and is in the best interests of the Debtors, their creditors, and other stakeholders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on this 4th day of September 2026
Alberta, Canada

/s/ Deryck Helkaa
Deryck Helkaa
Suite 1610
520 5th Ave SW
Calgary, AB T2P 3R7 Canada

EXHIBIT 1

SISP AGREEMENT OF PURCHASE AND SALE OF US ASSETS

This Agreement is dated as of August 12, 2026, between:

BETWEEN:

MONETTE FARMS ARIZONA, LLC., a limited liability company formed under the laws of the State of Arizona

(the "Vendor")

-and-

BYNER CATTLE COMPANY, a Nevada corporation

(the "**Purchaser**")

WHEREAS:

A. The Vendor and its affiliates have commenced proceedings before the Court of King's Bench of Alberta (the "**Court**") Action No. 2601 07148 (the "**CCAA Proceedings**") under the Companies' Creditors Arrangement Act (Canada) ("**CCAA**") and have received an order (as amended or amended and restated from time to time, the "**Initial Order**") granting, among other things, various relief, appointing FTI Consulting Canada Inc. as court-appointed monitor (the "**Monitor**") over certain Applicants in the CCAA Proceedings (including the Vendor and its affiliates), and requiring disposals of the Purchased Lands (defined herein) to be subject to an order granted in the CCAA proceedings and recognition of such order in the Chapter 15 Proceedings (as defined herein).

B. On May 1, 2026, the Court granted an amended and restated Initial Order in these CCAA Proceedings (the "**ARIO**").

C. By order pronounced June 12, 2026, the Court granted an order (the "**SISP Order**") authorizing a sale and investment solicitation process ("**SISP**") to be commenced for the disposal of the Property (as defined in the SISP Order) of the Vendor and its affiliates and setting out a procedure in which the SISP was to be run (the "**SISP Procedure**").

D. The Purchaser has submitted a binding bid in the form of this sale and purchase agreement and, pursuant to the SISP Order, the Purchaser's bid may be selected as a Successful Bid for the Purchased Lands.

E. Subject to the successful designation above and to this Agreement, the Vendor will bring an application in the Court on or about August 19, 2026 seeking, among other things: (i) approval of this Agreement; and (ii) the vesting of the Purchased Lands in and to the Purchaser in accordance with the SISP subject to recognition and enforcement of the Approval and Vesting Order by the US Court in the Chapter 15 Proceedings, including approval of the Transaction under section 363 of the United States Bankruptcy Code and good faith purchaser protections under section 363(m) of the United States Bankruptcy Code, in each case as applicable, for the purpose of giving effect to the conveyance of the Purchased Lands located in the United States; and

F. On the terms set out herein, the Vendor has agreed to sell, transfer and assign to the Purchaser, and the Purchaser has agreed to purchase, accept and assume from the Vendor, all of the right, title, interest and obligation in and to the Purchased Lands, subject to and in accordance with the terms and conditions set forth in this Agreement and subject to Court Approval (each as defined below).

IN CONSIDERATION of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Article 1
Interpretation

1.1 Definitions. In this Agreement:

(a) "**Agreement**" means this agreement of purchase and sale, and any schedules attached hereto which are referred to in this agreement, together with any amendment or supplement thereto;

(b) "**Applicable Law**" means, in respect of any Person, asset, transaction, event or circumstance: (i) statutes (including regulations enacted thereunder); (ii) judgments, decrees and orders of courts of competent jurisdiction (including the common law); (iii) regulations, orders, ordinances and directives issued by Governmental Authorities; and (iv) the terms and conditions of all permits, licenses, approvals and authorizations, in each case which are applicable to such Person, asset, transaction, event or circumstance;

(c) "**Approval and Vesting Order**" means an order of the Court in the CCAA Proceedings approving the Transaction in accordance with the provisions of this Agreement, and vesting all of right, title and interest in and to the Purchased Lands in the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances;

(d) "**ARIO**" has the meaning ascribed to this term in the Recitals;

(e) "**Business Day**" means a day on which banks are open for business in the Province of Alberta, or the State of Arizona but does not include a Saturday, Sunday or statutory holiday in the Province of Alberta or the State of Arizona;

(f) "**CCAA Proceedings**" has the meaning ascribed to that term in the Recitals;

(g) "**Chapter 15 Proceedings**" means the proceedings under case 26-10547-LSS commenced by Applicants before the US Court under Chapter 15 of title 11 of the United States Code seeking recognition of the CCAA Proceedings and recognition and enforcement of the Approval and Vesting Order in the United States;

(h) "**Recognition Order**" means an order of the US Court in the Chapter 15 Proceedings recognizing and giving full force and effect to the Approval and Vesting Order, approving the Transaction under section 363 of the United States Bankruptcy Code, finding that the Purchaser is a good-faith purchaser entitled to the protections of section 363(m) of the United States Bankruptcy Code, in each case as applicable, and authorizing the vesting and conveyance of the Purchased Lands located in the United States in and to the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances;

(i) "**US Court**" means the United States Bankruptcy Court for the District of Delaware;

(j) "**Closing**" means the completion of the purchase by the Purchaser, and sale by the Vendor, of the Vendor's right, title and interest in and to the Purchased Lands and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such purchase and sale, all subject to and in accordance with the terms and conditions of this Agreement;

(k) "**Closing Date**" means the date on which Closing occurs, being the date that is 5 Business Days following the date upon which all conditions in Sections 7.1, 7.2 and 7.3 have been satisfied or waived, as applicable; provided, however, that the Closing Date shall not be later than the SISP Termination Date (as defined in the SISP), and provided further, that if the land registry or recording office in which title or a deed to the Purchased Lands is registered or recorded is not open for business on such date, the Closing Date shall be the next day on which such land registry office is open;

(l) “**Commitment**” means that certain commitment for a standard owner’s policy of title insurance issued by the Title Company for the Purchased Lands;

(m) “**Court**” has the meaning ascribed to that term in the Recitals;

(n) “**Court Approval**” means (i) the issuance by the Court of the Approval and Vesting Order; and (ii) the issuance by the US Court in the Chapter 15 Proceedings of the Recognition Order, including the approvals and findings described in the definition of Recognition Order, it being understood and agreed that the Approval and Vesting Order shall be granted by the Court first and shall thereafter be submitted to the US Court for review, recognition and approval;

(o) “**Earnest Money**” has the meaning ascribed to that term in Section 3.1(b);

(p) “**Encumbrances**” means any 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, easements, rights of way, restrictive covenants and all other matters of record, 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;

(q) “**Initial Order**” has the meaning ascribed to that term in the Recitals;

(r) "**Monitor**" has the meaning ascribed to this term in the Recitals;

(s) "**Monitor’s Certificate**" means an executed certificate of the Monitor confirming that all other conditions to Closing have either been satisfied or waived by the Vendor and the Purchaser;

(t) "**Parties**" means, collectively, the Purchaser and the Vendor, and "**Party**" means any one of them;

(u) “**Permitted Encumbrances**” means the Encumbrances set forth in Schedule "B" attached hereto;

(v) “**Person**” means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority, or other entity however designated or instituted;

(w) “**Purchased Lands**” means those lands legally described in Schedule “A” attached hereto, together with (i) all wells, well equipment, pumps, pipelines, irrigation equipment and other fixtures and improvements located on or appurtenant to such lands; (ii) all water rights and appurtenances relating to such lands; and (iii) all of the Vendor's right, title and interest in and to the leases with the Arizona State Land Department (the "**ASLD Leases**") relating to or affecting such lands, as more particularly described in Schedule "A";

(x) “**Purchase Price**” has the meaning ascribed to that term in Section 3.1;

(y) “**Purchaser**” has the meaning ascribed to that term in the preamble hereto;

(z) "**Taxes**" means all applicable federal, state and local sales or value added taxes, levies, duties, assessments, withholdings and similar charges imposed in respect of the Transaction or the Purchased Lands, together with any interest, penalties and additions thereto, but does not include any income taxes or capital gains taxes; and "**Tax Legislation**" means all applicable federal, state and local statutes, regulations and rules relating to Taxes, including the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder;

(aa) "**Title Company**" means Pioneer Title Agency, Inc., 1550 E. Missouri Ave, Phoenix, Arizona 85014, Attn: Donna Walt (donna.walt@ptaaz.com);

(bb) "**Transaction**" means the transaction for the purchase and sale of the Purchased Lands as contemplated in this Agreement;

(cc) "**Vendor**" has the meaning ascribed to that term in the preamble hereto;

1.2 **Schedules.** The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule A	Purchased Lands
Schedule B	Permitted Encumbrances

1.3 **Interpretation if Closing Does Not Occur.** If Closing does not occur, each provision of this Agreement which presumes that the Purchaser has acquired the Purchased Lands shall be construed as having been contingent upon Closing having occurred.

Article 2
Purchase and Sale

2.1 Subject to the terms and conditions of this Agreement, and in consideration of the payment by the Purchaser to the Vendor of the Purchase Price, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, accept and receive from the Vendor, on an "as is, where is" basis as more particularly set out in Article 6, all of the Vendor's right, title and interest in and to the Purchased Lands. Notwithstanding any other provision of this Agreement, the Vendor's sole obligation with respect to the condition of title shall be to convey the Purchased Lands free and clear of Encumbrances (that secure the payment of money or otherwise constitute financial or monetary Encumbrances, and the Purchased Lands shall otherwise be conveyed subject to all Permitted Encumbrances and all other non-monetary Encumbrances of record, including easements, rights of way, restrictive covenants and other matters of record.

2.2 Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, and legal and beneficial ownership of the Purchased Lands shall transfer from the Vendor to the Purchaser on the Closing Date, and the Purchaser agrees to assume, discharge, perform and fulfil all obligations and liabilities, known or unknown, of the Vendor with respect to the Purchased Lands, from and solely to the extent arising after the Closing Date.

Article 3
Purchase Price

3.1 **Purchase Price.** The consideration payable by the Purchaser to the Vendor for the Purchased Lands shall be the sum of US$17,000,000 (the "**Purchase Price**"), plus Taxes, to be paid as follows:

(a) US$850,000 by way of earnest money (the "**Earnest Money**") in an amount equal to 5% of the Purchase Price, to be paid to the Title Company by way of wire transfer or bank draft in immediately available funds immediately upon the Purchaser submitting its offer to purchase the Purchased Lands, which offer is conditional upon the Purchaser's receipt and approval of the Commitment in accordance with Section 8.5. The Title Company shall hold the Earnest Money pending the Purchaser's approval of the Commitment. If the Purchaser does not approve the Commitment, the Earnest Money shall be returned to the Purchaser. If the Purchaser approves (or is deemed to approve) the Commitment, the Earnest Money shall be paid directly to the Monitor to be held by the Monitor in a non-interest bearing trust account and applied against the Purchase Price on Closing; and

(b) the balance of the Purchase Price to be paid to the Monitor by way of wire transfer in immediately available funds on or before the Closing.

3.2 **Earnest Money.** Following the Purchaser's approval of the Commitment and payment of the Earnest Money to the Monitor, the Monitor shall hold the Earnest Money in trust without interest for the Vendor and the Purchaser as follows:

(a) the Earnest Money shall be applied against the Purchase Price at Closing;

(b) if the purchase does not close, then Earnest Money shal be distributed in accordance with section 10.2 hereof.

If the Purchaser fails to pay the Earnest Money as required by this Agreement, the Vendor may void this Agreement at the Vendor’s option by giving the Purchaser written notice.

3.3 **Allocation.** The Purchase Price shall be allocated among the Purchased Lands as agreed by the Parties.

3.4 **Prorations**. Property taxes, and all other items normally prorated between a vendor and purchaser for the sale of similar Purchased Lands including, without limitation, assessments, municipal charges, rents utilities, prepaid rent, and surface leases applicable to the Purchased Lands, shall be prorated as of the Closing Date and credited between the Parties within the closing escrow on the accrual basis, with the intent that the Vendor shall be responsible for all expenses and entitled to all revenues derived from the Purchased Lands for the period prior to the Closing Date and the Purchaser shall be responsible for all expenses and shall be entitled to all revenues in respect of the Purchased Lands as of and after the Closing Date.

Article 4
Taxes

4.1 **Taxes.** If any Taxes are payable in respect of the sale of the Purchased Lands or the Transaction, including any transfer, sales, use, federal, state or similar Taxes, but excluding any income taxes, property taxes and capital gain taxes, such Taxes shall be payable by the Purchaser as and when required by applicable Tax Legislation. For certainty, property taxes are not payable under this Article 4 and are instead prorated between the Parties in accordance with Section 3.4, and the Vendor shall remain responsible for any income taxes and capital gains taxes arising in respect of the Transaction. Each Party shall file such returns and remit such Taxes as and when required by applicable Tax Legislation.

Article 5
Representations and Warranties

5.1 **Purchaser’s Representations.** The Purchaser hereby represents and warrants to the Vendor that as at the Closing Date:

(a) it is, as applicable, a corporation duly incorporated or a limited liability company duly formed and validly subsisting under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authority to enter into this Agreement and to complete the Transaction and it has taken all necessary corporate, partnership or other acts to authorize the execution, delivery and performance by it of this Agreement;

(b) the Purchaser is permitted under Applicable Law to purchase, acquire and hold the Purchased Lands, and neither the execution and delivery of this Agreement nor the completion of the Transaction by the Purchaser will contravene, breach or result in any violation of any Applicable Law or any order, judgment or decree of any Governmental Authority applicable to the Purchaser or the Purchased Lands;

(c) neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under any indenture, mortgage,

deed of trust or any other agreement to which the Purchaser is a party or by which it is bound which breach could materially affect the ability of the Purchaser to perform its obligations hereunder;

(d) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws relating to creditors' rights generally and subject to general principles of equity;

(e) other than the fees approved by the SISP Order to an applicable Property Broker (as defined in the SISP), the Vendor will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by the Purchaser; and

(f) the Purchaser will have the financial resources necessary to pay, as and when due from the Purchaser, the Purchase Price, its legal fees and expenses, registration costs and any other amounts payable by the Purchaser pursuant hereto or otherwise contemplated hereby.

Article 6
“As Is, Where Is”

6.1 Notwithstanding any other provisions of this Agreement, the Purchaser hereby acknowledges and agrees:

(a) the Purchased Lands are being purchased on an "as is, where is" basis as it exists as of the date of this Agreement and, on Closing, the Purchaser will accept the Purchased Lands in the state, and condition existing as of the date of this Agreement;

(b) it has undertaken to its satisfaction such searches, investigations, inspections and other due diligence in connection with entering into this Agreement and based solely thereon, has determined to proceed with the Transaction;

(c) all written and oral information provided by the Vendor, the Monitor and their respective representatives to the Purchaser in connection with the Purchased Lands has been provided for the convenience of the Purchaser only and neither the Vendor, nor the Monitor nor their respective representatives have made or are making any representation or warranty, express or implied, statutory or otherwise, as to the accuracy or completeness of any such information; and

(d) neither the Vendor, the Monitor, nor any of their respective representatives has made or is making any representations, warranties, statements or promises whatsoever, express or implied, statutory or otherwise, with respect to the Purchased Lands, including without limitation with respect to: (i) warranty or condition of the Vendor’s right, title and interest in or to the Purchased Lands; (ii) warranty or condition of merchantability, marketability, location, condition (including environmental condition), description, fitness for a particular purpose of the Purchased Lands; (iii) compliance or non-compliance with laws, regulations, including environmental rules; and (iv) warranty, condition or existence of any parts or components, latent defects, quality, quantity, encumbrances, liens or charges or any other thing affecting the Purchased Lands, including without limitation any environmental contamination or environmental liabilities affecting the Purchased Lands.

6.2 **Monitor Liability.** The Purchaser hereby expressly acknowledges and agrees that the Monitor is not party to this Agreement and is acting in relation to the SISP only in its capacity as Court-appointed Monitor and shall have no personal or corporate liability under or as a result of anything in this Agreement.

6.3 **Environmental Assessment; All Appropriate Inquiries.** The Vendor shall make available to the Purchaser a Phase I environmental site assessment in respect of the Purchased Lands before the ten (10) day period for the Purchaser's review of the Commitment described in Section 8.5 begins. The Phase I environmental site assessment shall be prepared in accordance with the standards prescribed under the All Appropriate Inquiries rule (40 C.F.R. Part 312) and ASTM E1527. The Vendor will use commercially reasonable efforts to cause the Phase I environmental site assessment to be certified to Purchaser, or a reliance letter issued to Purchaser at the Closing. The Purchaser shall reimburse the Vendor for the actual, reasonable cost incurred by the Vendor in obtaining such Phase I environmental site assessment (including any reliance letter or certification), which amount shall be payable by the Purchaser as a closing cost and credited to the Vendor within the closing escrow on the Closing Date. The Purchaser acknowledges and agrees that delivery of such Phase I environmental site assessment, together with the Purchaser's own review during such period, is intended to enable the Purchaser to conduct all appropriate inquiries into the previous ownership and uses of the Purchased Lands and to satisfy the conditions necessary for the Purchaser to qualify for the applicable environmental liability protections, including the bona fide prospective purchaser defense under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Nothing in this Section 6.3 shall derogate from the "as is, where is" nature of the Transaction or from the acknowledgements and disclaimers set out in Sections 6.1 and 6.2.

Article 7
Conditions

7.1 **Mutual Conditions.** The respective obligations of the Vendor and the Purchaser to complete the purchase and sale of the Purchased Lands are subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

(a) the Initial Order, the ARIO and the SISP Order shall be in full force and effect, no person entitled by law to do so shall have redeemed the Purchased Lands and no notice of appeal shall have been served in relation to the Initial Order, the ARIO and the SISP Order;

(b) the Court shall have granted the Approval and Vesting Order and the US Court shall have granted the Recognition Order (including the approvals and findings described in the definition of Recognition Order), and the Approval and Vesting Order and Recognition Order shall each be in full force and effect and no notice of appeal shall have been served in relation to the Approval and Vesting Order or Recognition Order (as applicable);

(c) no governmental authority shall have enacted, issued or promulgated any final or non-appealable order or Applicable Law which has the effect of: (i) making any of the transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the Vendor from the sale of the Purchased Lands; and

(d) the Closing is not otherwise prohibited by Applicable Law.

The foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may be asserted by the Vendor or the Purchaser regardless of the circumstances and may be waived only with the agreement of both the Vendor and the Purchaser.

7.2 **Purchaser's Conditions.** The obligation of the Purchaser to complete the purchase of the Purchased Lands is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

(a) the Vendor shall have complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement; and

(b) the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at or before the Closing all the documents contemplated in Section 8.2.

(c) the Vendor shall have delivered, or caused to have been delivered, at or before the Closing, all documents and consents required under Schedule B of the Commitment for the assignment and assumption of the ASLD Leases, and the Purchaser shall not be required to close on a partial conveyance if any such document or consent has not been delivered or obtained.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have.

7.3 **Vendor's Conditions.** The obligation of the Vendor to complete the sale of the Purchased Lands subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

(a) all representations and warranties of the Purchaser contained in Article 5 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;

(b) the Purchaser shall have complied with and performed in all material respects all of its covenants and obligations contained in this Agreement;

(c) the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at or before the Closing all the documents contemplated in Section 8.3;

(d) the Vendor has not lost its ability to convey the Purchased Lands for any reason whatsoever; and

(e) the Purchaser shall have paid to the Vendor all amounts required to be paid by it under this Agreement.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have.

7.4 From the date hereof until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in this Article 7.

Article 8
Closing

8.1 **Closing Date, Place of Closing; Fees.** Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date, or at such other time as the Parties may agree in writing. The fees of Title Company (acting in its capacity as escrow agent) will be paid one-half (1/2) by Vendor and one-half (1/2) by Purchaser. Purchaser shall pay recording fees for the Deed and any other instruments that Purchaser wishes to record. Vendor shall pay the cost of a standard coverage (non-extended) owner's policy of title insurance with coverage in the amount of the Purchase Price. Purchaser shall pay any additional premiums for extended coverage, lender coverage, increased policy limits, and endorsements. All other escrow-related charges not otherwise expressly provided for herein are shared in accordance with Title Company's prevailing custom in Maricopa County, Arizona.

8.2 **Vendor's Closing Deliveries.** The Vendor shall deliver (or cause to be delivered) to the Purchaser's solicitor or the Title Company, as appropriate, on or before the Closing Date:

(a) a Court certified copy of the Approval and Vesting Order;

(b) a US Court certified copy of the Recognition Order;

(c) a duly executed copy of the Monitor’s Certificate;

(d) a statement of adjustments submitted to the Purchaser at least two (2) Business Days prior to the Closing Date setting out the adjustments to the Purchase Price required under Section 3.4;

(e) all keys in the Vendor’s actual possession;

(f) all other certificates, documents, closing instructions, closing statements, instruments and writings necessary or desirable to effectuate the Transaction or required by Title Company;

(g) all documents listed in Section 8.3 which contemplate execution by the Vendor;

(h) any other documents as are referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement;

(i) a duly executed and acknowledged special warranty deed in recordable form conveying the Purchased Lands to the Purchaser subject to all matters of record, and all matters which would be disclosed by an inspection or an accurate survey, together with a duly executed Affidavit of Property Value, each in form suitable for recording in the applicable county records;

(j) at or before the Closing, a duly executed assignment and assumption of the ASLD Leases in registrable or recordable form, together with all documents and consents required under Schedule B of the Commitment for such assignment and assumption;

(k) a duly executed bill of sale conveying to the Purchaser all wells, well equipment, pumps, pipelines, irrigation equipment and other personal property included in the Purchased Lands, along with duly executed well transfer forms to fully and finally assign all rights and obligations regarding all wells on the Purchased Lands; and

(l) a duly executed owner’s affidavit (and such other affidavits, indemnities or supporting documentation) in form reasonably required by the Title Company to facilitate the issuance of the owner’s policy of title insurance to the Purchaser.

8.3 **Purchaser’s Closing Deliveries.** The Purchaser shall deliver (or cause to be delivered) to the Vendor's solicitor on or before the Closing Date:

(a) the Purchase Price in accordance with Section 3.1;

(b) evidence of the Purchaser's filing and remittance of any Taxes required to be withheld and remitted by the Purchaser in respect of the Transaction under applicable Tax Legislation, to the extent applicable, as referred to in Section 4.1;

(c) duly executed Affidavit of Property Value and a duly executed assignment and assumption of the ASLD Leases, together with all other certificates, documents, closing instructions, closing statements, instruments and writings necessary or desirable to effectuate the Transaction or required by the Title Company;

(d) all documents listed in Section 8.2 which contemplate execution by the Purchaser; and

(e) any other documents, resolutions and certificates as are referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

8.4 **Earnest Money.** Upon submission of the Purchaser's offer to purchase the Purchased Lands, the Earnest Money shall be paid to and held by the Title Company pending the Purchaser's approval of the Commitment. If the Purchaser does not approve the Commitment in accordance with Section 8.5, the Title Company shall return the Earnest Money to the Purchaser. If the Purchaser approves (or is deemed to approve) the Commitment, the Title Company shall pay the Earnest Money directly to the Monitor, to be held by the Monitor in accordance with Sections 3.1 and 3.2 and credited to the Purchase Price on the Closing Date. For the avoidance of doubt, acceptance by the Purchaser of the Commitment shall not result in the Purchaser’s offer being designated as a Successful Bid within the meaning of the SISP Procedures.

8.5 **Title Review and Submission for Court Approval.** The Purchaser shall have ten (10) days after both the Commitment and the Phase I environmental site assessment described in Section 6.3 have been made available to the Purchaser to review and either approve or disapprove the Commitment. If the Purchaser's examination of the Commitment (at the Purchaser's expense) discloses title irregularities that render title unmerchantable, the Purchaser shall deliver written notice specifying such irregularities to the Vendor within such ten (10) day period. If the Purchaser disapproves the Commitment in writing within such ten (10) day period, this Agreement may be terminated by either Party by written notice to the other within 5 business days following such notice from Purchaser, in which case the Earnest Money shall be returned to the Purchaser, subject to the SISP and any order of the Court. If no termination notice is given within the 5 business day period by either party, then the Commitment will be deemed to have been approved. If the Purchaser does not deliver written notice of objection to any title irregularities within such ten (10) day period, the Purchaser shall be deemed to have approved the Commitment. If the Purchaser approves (or is deemed to approve) the Commitment, this Agreement (executed by the Purchaser) shall be submitted to the Monitor as a Binding Bid. If said Binding Bid is accepted as a Successful Bid in accordance with the SISP, the Vendor shall seek approval of this Agreement by the Court.

8.6 **Survey.** If the Purchaser requires extended coverage under the owner’s policy of title insurance, the Vendor shall order a current survey of the Purchased Lands based on the Commitment, prepared and certified to the Purchaser and the Title Company. The Purchaser shall reimburse the Vendor for the actual, reasonable cost incurred by the Vendor in obtaining such survey, which amount shall be payable by the Purchaser as a closing cost and credited to the Vendor within the closing escrow on the Closing Date.

8.7 **Release of Funds**. Upon the recording of title or deed (as applicable) to the Purchased Lands into the name of the Purchaser or its designate free and clear of all Encumbrances other than the Permitted Encumbrances, and upon delivery of the Monitor's Certificate and satisfaction or waiver by the Purchaser of the condition set forth in Section 7.2(c), the balance of the Purchase Price (together with any adjustments) shall be released and paid to the Monitor for the account of the Vendor in accordance with this Agreement and any applicable order of the Court.

Article 9
Indemnity

9.1 **General Indemnity**. If Closing occurs, the Purchaser shall indemnify and save harmless the Monitor, the Vendor, its affiliates and their respective representatives from and against, all losses and liabilities suffered, sustained, paid or incurred by the Monitor, the Vendor, its affiliates or their respective representatives related to or in connection with the Purchased Lands from and solely to the extent arising after the Closing Date. The Purchaser's indemnity obligations set forth in this Section 9.1 shall survive the Closing Date indefinitely.

9.2 **Broker Indemnity.** The Purchaser shall indemnify and save harmless the Monitor, the Vendor, its affiliates and their respective representatives from and against any and all claims, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with any brokerage commission, finder’s fee, agent’s fee or other similar payment claimed by any broker, agent or other Person engaged by, or claiming to act on behalf of, the Purchaser in

connection with the Transaction. The Purchaser's indemnity obligations set forth in this Section 9.2 shall survive the Closing Date.

9.3 **Inspection Indemnity.** The Purchaser shall indemnify the Monitor, the Vendor, its affiliates and their respective representatives against all claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of any pre-Closing entry, inspection or testing of the Purchased Lands by the Purchaser or its representatives, agents, consultants or contractors, except to the extent caused by the Vendor's gross negligence or willful misconduct. The Purchaser shall maintain commercial general liability insurance in commercially reasonable amounts in respect of such activities, with Vendor as an additional insured. Purchaser's insurance shall be primary and non-contributing. This Section 9.3 shall survive Closing and any termination of this Agreement.

Article 10
Termination

10.1 **Grounds for Termination.** This Agreement may be terminated at any time prior to Closing:

(a) subject to any Court order granted in the CCAA Proceedings, by the mutual written agreement of the Vendor and the Purchaser;

(b) by the Vendor if the Court refuses to grant the Approval and Vesting Order, or if the US Court refuses to grant the Recognition Order;

(c) by either Party if:

(i) such Party is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the other Party under this Agreement that would give rise to the failure of any of the conditions specified in Article 7, and such breach, inaccuracy or failure cannot be cured by the other Party by the Closing Date; or

(ii) any of the conditions set forth in Article 7 for the benefit of such Party shall not have been fulfilled by the Closing Date, unless such failure shall be due to the failure of such Party to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing; or

(iii) there shall be any law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or

(iv) Vendor is restrained or enjoined from completing the transaction contemplated herein by any governmental authority (including without limitation the Court).

10.2 **Effect of Termination.** In the event of termination of this Agreement in accordance with this Article 10, this Agreement shall become terminated and of no further force and effect , and the sole and exclusive remedies of the Parties shall be as follows: (a) if termination results from a breach or default by the Purchaser of its obligations under this Agreement, the Earnest Money shall be forfeited to and retained by the Vendor as liquidated damages and not as a penalty, and not as a limit on the Purchaser's indemnity obligations under this Agreement; and (b) if termination results from a breach or default by the Vendor, an unremedied failure by the Vendor to satisfy the condition set forth in Section 7.2(c) by the Closing Date, or from any other cause set out in this Article 10 that is not a breach or default by the Purchaser, the Purchaser may terminate this Agreement and the Earnest Money shall be returned to the Purchaser. Except as expressly set out in this Section 10.2, no Party shall have any other right, remedy, cause of action or claim against the other arising from a breach of or the termination of this Agreement. For certainty, nothing in this Section 10.2 shall limit, release or otherwise affect the Purchaser's indemnity obligations under this Agreement, which shall survive termination in accordance with their terms.

Article 11
General

11.1 **Expenses.** Except as otherwise expressly provided herein, all costs and expenses, including fees, charges and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred

11.2 **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours in Alberta of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.2):

If to the Vendor:	**FTI Consulting Canada Inc.** solely in its capacity as Court-appointed Monitor of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. 520 Fifth Avenue S.W. Suite 1610 Calgary, Alberta T2P 3R7	
	Email:	monettefarms@fticonsulting.com / Darrell.bishop@monettefarms.ca
	Attention:	Monitor / Darrell Bishop
with a copy to Vendor's Property Broker:	South-West Land Associates, LLC	
	Email:	ch@chazhavranek.com / swland@cox.net
	Attention:	Charles J. Havranek and Lucas Schlosser
with a copy to Vendor's Counsel:	Cassels Brock & Blackwell LLP Suite 3700, 888 3rd Street SW Calgary, T2P 5C5	
	Email:	Jeffrey Oliver / Matteo Clarkson-Maciel
	Attention:	joliver@cassels.com / mclarksonmaciel@cassels.com
If to Purchaser:	BYNER CATTLE COMPANY 4340 E. Cotton Center Blvd., Suite 110 Phoenix, AZ 85040 USA	

	Email:	cfranks@fmi.com
	Attention:	Chris Franks
with a copy to:	SNELL & WILMER L.L.P.	
	1 E Washington St., Suite 2700	
	Phoenix, AZ 85004	
	USA	
	Email:	lnarducci@swlaw.com / bsuzuki@swlaw.com
	Attention:	Lucas Narducci / Bryce Suzuki

11.3 **Interpretation.** For purposes of this Agreement, (a) the words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein", "hereof," "hereby", "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Schedules mean the Articles and Sections of, and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in US dollars.

11.4 **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11.5 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.6 **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Schedules, the statements in the body of this Agreement will control.

11.7 **Successors and Assigns.** This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

11.8 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto, their Representatives and their respective successors and permitted assigns and nothing herein, express or implied, is intended to, or shall, confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.9 **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.10 **Governing Law; Forum Selection.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the state in which the Purchased Lands are located, without regard to its conflict of laws principles.

(b) Any action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby or thereby, including all matters of construction, validity and performance, may be brought in the US Court, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of the US Court in any such action or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in the US Court and irrevocably waive and agree not to plead that any such action or proceeding brought in the US Court has been brought in an inconvenient forum.

11.11 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MONETTE FARMS ARIZONA, LLC

By Darrel Monette (Aug 11, 2026 14:08:01 PDT)

Name: Darrel Monette

Title: President & CEO

BYNER CATTLE COMPANY

By Francis McAllister

Name: Francis R. McAllister

Title: Vice President

The Title Company hereby acknowledges receipt of a fully executed copy of this Agreement, confirms that it has reviewed and understands the terms and conditions hereof applicable to it, and agrees to accept and be bound by the provisions of this Agreement that pertain to the Title Company, including its obligations as escrow agent with respect to the Earnest Money and the Closing. The Title Company agrees to act in accordance with, and hereby accepts this Agreement as, its escrow instructions, and agrees to hold, disburse and deal with the Earnest Money and all other funds and documents deposited with it strictly in accordance with the terms of this Agreement and any applicable order of the Court. In the event of any conflict between the terms of this Agreement and any separate escrow instructions or general escrow provisions of the Title Company, the terms of this Agreement shall govern and control.

PIONEER TITLE INSURANCE AGENCY, INC.

By Don

Name: Donna Walt

Title: Branch Manager

Schedule A
Purchased Lands

(see attached)

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Fee Land:

Parcel No 1: (APN 506-05-024 and 506-05-025)

The East half of Section 24, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all gas, oil and mineral rights as reserved instrument recorded in Docket 2271, Page 185 and in Docket 2225, Page 419.

Parcel No. 2: (APN 506-06-041D)

The Southwest quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 3: (APN 506-06-041K)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southeast corner of said Section 25 marked with a General Land Office brass cap whence the South quarter corner of said Section 25 marked with a General Land Office brass cap lies North 89 degrees 52 minutes 27 seconds West, a distance of 2643.39 feet;

Thence North 00 degrees 00 minutes 53 seconds West along the East line of said Southeast quarter, a distance of 1321.53 feet to the POINT OF BEGINNING;

Thence departing said East line North 89 degrees 56 minutes 50 seconds West, a distance of 1057.57 feet;

Thence North 00 degrees 01 minutes 27 seconds West, a distance of 1320.18 feet to a point on the North line of said Southeast quarter whence the center of Section 25 marked with a ½ inch rebar cap RLS 27233 lies South 89 degrees 58 minutes 46 seconds West, a distance of 1586.68 feet;

Thence North 89 degrees 58 minutes 46 seconds East along said North line, a distance of 1057.79 feet to the East quarter corner of said Section 25 marked with a ½ inch rebar with cap RLS 27233;

Thence South 00 degrees 00 minutes 53 seconds East along the East line of said southeast quarter, a distance of 1321.53 feet to the POINT OF BEGINNING.

EXHIBIT A
(Continued)

Parcel No. 4: (APN 506-06-041L)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southeast corner of said Section 25 marked with a General Land Office brass cap whence the South quarter corner of said Section 25 marked with a General Land Office brass cap lies North 89 degrees 52 minutes 27 seconds West, a distance of 2643.39 feet;

Thence North 89 degrees 52 minutes 27 seconds West along the South line of said Southeast quarter a distance of 1057.36 feet;

Thence departing said South line, North 00 degrees 01 minutes 27 seconds West, a distance of 1320.18 feet;

Thence South 89 degrees 56 minutes 50 seconds East a distance of 1057.57 feet to a point on the East line of said Southeast quarter whence the East quarter corner of said Section 27 marked with a ½ inch rebar with cap RLS 27233 lies North 00 degrees 00 minutes 53 seconds West a distance of 1321.53 feet;

Thence South 00 degrees 00 minutes 53 seconds East along said East line, a distance of 1321.53 feet to the POINT OF BEGINNING.

Parcel No. 5: (APN 506-06-041M)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the South quarter corner of said Section 25 marked with a General Land Office brass cap whence the Southeast corner of said Section 25 marked with a General Land Office brass cap lies South 89 degrees 52 minutes 27 seconds East a distance of 2643.39 feet;

Thence North 00 degrees 02 minutes 18 seconds West along the West line of said Southeast quarter a distance of 1757.54 feet to the POINT OF BEGINNING;

Thence continuing North 0 degrees 02 minutes 18 seconds West along said West line a distance of 878.77 feet to the center of said Section 25 marked with a ½ inch rebar with cap RLS 27233;

Thence South 89 degrees 58 minutes 46 seconds East along the North line of said Southeast quarter a distance of 1586.68 feet;

EXHIBIT A
(Continued)

Thence departing said North line, South 00 degrees 01 minutes 27 seconds East a distance of 880.12 feet;

Thence South 89 degrees 58 minutes 18 seconds West a distance of 1586.46 feet to the POINT OF BEGINNING.

Parcel No. 6: (APN 506-06-041N)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the South quarter corner of said Section 25 marked with a General Land Office brass cap whence the Southeast corner of said Section 25 marked with a General Land Office brass cap lies South 89 degrees 52 minutes 27 seconds East a distance of 2643.39 feet;

Thence North 00 degrees 02 minutes 18 seconds West along the West line of said Southeast quarter a distance of 878.88 feet to the POINT OF BEGINNING;

Thence continuing North 0 degrees 02 minutes 18 seconds West along said West line a distance of 878.77 feet to a point whence the center of said Section 25 lies North 89 degrees 02 minutes 18 seconds West a distance of 878.77 feet;

Thence departing said West line South 89 degrees 58 minutes 18 seconds East a distance of 1586.46 feet;

Thence South 00 degrees 01 minutes 27 seconds East a distance of 880.12 feet;

Thence South 89 degrees 55 minutes 22 Seconds West a distance of 1586.25 feet to the POINT OF BEGINNING.

Parcel No. 7: (APN 506-06-041P)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the South quarter corner of said Section 25 marked with a General Land Office brass cap whence the Southeast corner of said Section 25 marked with a General Land Office brass cap lies South 89 degrees 52 minutes 27 seconds East a distance of 2643.39 feet;

Thence North 00 degrees 02 minutes 18 seconds West along the West line of said Southeast quarter a distance of 878.77 feet;

EXHIBIT A
(Continued)

Thence departing said West line South 89 degrees 55 minutes 22 seconds East a distance of 1586.25 feet;

Thence South 00 degrees 01 minutes 27 seconds East a distance of 880.12 feet to a point on the South line of said Southeast quarter whence the Southeast corner of said Section 25 marked with a General Land Office brass cap lies South 89 degrees 52 minutes 27 seconds East a distance of 1057.36 feet;

Thence North 89 degrees 52 minutes 27 seconds West along said South line a distance of 1586.04 feet to the POINT OF BEGINNING.

Parcel No. 8: (APN 506-07-013E)

The Southwest quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals in the land as set forth in the Patent of said land.

Parcel No. 9: (APN 506-07-013F)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of said Section 30, from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East, a distance of 1323.3 feet to the Northeast corner of that certain parcel of land described in Deed recorded in Document No. 2005-145315;

Thence South 89 degrees 53 minutes 55 seconds West along the North line of that certain parcel of land described in Deed recorded in Document No. 2005-145315, a distance of 2643.73 feet to a point on the West line of the Southeast quarter of said Section 30;

Thence along said West line, North 00 degrees 03 minutes 54 seconds West a distance of 1320.69 feet to the Northwest corner of the Southeast quarter of said Section 30;

Thence along the North line of the Southeast quarter of said Section 30, North 89 degrees 50 minutes 49 seconds East, a distance of 156.82 feet;

Thence South 00 degrees 09 minutes 11 seconds East, a distance of 22.04 feet;

EXHIBIT A
(Continued)

Thence North 89 degrees 50 minutes 49 seconds East, a distance of 1861.13 feet;

Thence South 00 degrees 09 minutes 11 seconds East, a distance of 35.68 feet;

Thence North 89 degrees 50 minutes 49 seconds East, a distance of 130.56 feet;

Thence North 00 degrees 09 minutes 11 seconds West, a distance of 57.72 feet to a point on the North line of the Southeast quarter of said Section 30;

Thence along said North line, North 89 degrees 50 minutes 49 seconds East, a distance of 495.01 feet to the POINT OF BEGINNING;

EXCEPTING therefrom, all coal and other minerals in said land as reserved to the United States of America in Patent to said land; and

EXCEPT a portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of said Section 30 from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East, a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West, a distance of 2643.62 feet to a point on the East line of the Southeast quarter of said Section 30;

Thence along said East line, North 00 degrees 03 minutes 54 seconds West, a distance of 661.57 feet to the Northwest corner of the Southeast quarter of said Section 30;

Thence along the North line of the Southeast quarter of said Section 30, North 89 degrees 50 minutes 49 seconds East, a distance of 156.82 feet;

Thence South 00 degrees 09 minutes 11 seconds East, a distance of 22.04 feet;

Thence North 89 degrees 50 minutes 49 seconds East, a distance of 1861.13 feet;

Thence South 00 degrees 09 minutes 11 seconds East, a distance of 35.68 feet;

Thence North 89 degrees 50 minutes 49 seconds East, a distance of 130.56 feet;

EXHIBIT A
(Continued)

Thence North 00 degrees 09 minutes 11 seconds West, a distance of 57.72 feet to a point on the North line of the Southeast quarter of said Section 30;

Thence along said North line, North 89 degrees 50 minutes 49 seconds East, a distance of 495.01 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in the Patent to said land.

Parcel No. 10: (APN 506-07-013J)

The South 1318.08 feet of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 659.00 feet of the West half of the South 1318.08 feet of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; and

EXCEPT all coal and other minerals in said land as reserved to the United States of America in the Patent to said land.

Parcel No. 11: (APN 506-07-013K)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East, a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 1980.33 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 668.30 feet to a point on the West line of the Southeast quarter of said Section 30;

Thence along said West line North 00 degrees 04 minutes 28 seconds West a distance of 661.57 feet to the Northwest corner of the Southeast quarter of said Section 30;

EXHIBIT A
(Continued)

Thence along said North line of the Southeast quarter of said Section 30, North 89 degrees 50 minutes 49 seconds East a distance of 156.82 feet;

Thence South 00 degrees 09 minutes 11 seconds East a distance of 22.04 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 506.34 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 640.13 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 12: (APN 506-07-013M)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West, a distance of 984.60 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 327.71 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 640.73 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 327.71 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 641.02 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 13: (APN 506-07-013N)

EXHIBIT A
(Continued)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 657.04 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 327.56 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 641.02 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 327.56 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 641.32 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 14: (APN 506-07-013P)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 657.04 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 641.32 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 31.51 feet;

EXHIBIT A
(Continued)

Thence South 00 degrees 09 minutes 11 seconds East a distance of 35.68 feet;

Thence North 89 degrees 09 minutes 11 seconds West a distance of 57.72 feet to a point on the North line of the Southeast quarter of said Section 30;

Thence along said North line North 89 degrees 50 minutes 49 seconds East a distance of 495.01 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 15: (APN 506-07-013Q)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 1646.32 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 334.01 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 640.13 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 334.01 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 640.43 feet to the POINT OF BEGINNING;
EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 16: (APN 506-07-013R)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

EXHIBIT A
(Continued)

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 1312.31 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 334.01 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 640.43 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 334.01 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 640.73 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Leasehold

Parcel No. 17: ASLD Lease 03-078735

The Southwest quarter of the Southwest quarter of the Southwest quarter of Section 28, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 18: Portion of ASLD Lease 01-001199

Section 29, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 19: ASLD Lease 01-110421

Lots 1 and 2, the East half of the Northwest quarter and the Northeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 20: Portion of ASLD Lease 01-001199

EXHIBIT A
(Continued)

The East half of Section 31, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 21: Portion of ASLD Lease 01-001199

The North half and the North half of the Southwest quarter and the Southeast quarter of the Southwest quarter and the Southeast quarter of Section 32, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South half of the Southeast quarter of the Southeast quarter of the Southeast quarter of the Southeast quarter.

Parcel No. 22: Portion of ASLD Lease 01-001199

The North half of Section 33, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXHIBIT A
(Continued)

Fixtures and Other Property

MONETTE FARMS WELL #	MOTOR	ENGINE	ID #	HP	GEARHEAD	PUMP	PUMP ID
1	ELEC. SUB.						
2	US ELEC		842799-16	500			
3	US ELEC		09-7631124-0002R.00 02	500			
4		CAT 8 CYL	3N6991-3	400	YES	SIMMONS	119415-16
5	SUBMER			500			
6	US ELEC			300			
7		CAT 16 CYL TURBO		1000	YES		
8	GE		KUFT298U033	400		SIMFLO	5HC-10
9	NORTH AMER. ELEC		1402051-SB-YS	250		FM-POMONA	
10		TEMPORARY					
11		CAT 16 CYL		350	YES		
12		TEMPORARY					
13	US ELEC		CG6374-162 81-2872	500		LAYNE-BOWLER	
TOTAL							
VALLEY LATERAL SPRINKLER		CAT 6 CYL				CORNELL - 3000 GPM	81-2872
8 - 10,000 Bushel Grain Tanks							
70 Foot Sidewinder Truck Scale							

Schedule B
Permitted Encumbrances

PERMITTED ENCUMBRANCES FOR TRANSACTION SUBJECT TO SECTION 8.5 OF THE AGREEMENT SHALL BE DETERMINED DURING REVIEW PERIOD BASED ON INFORMATION PROVIDED BY TITLE COMPANY AT OPENING OF ESCROW.

EXHIBIT 2

COURT FILE NUMBER	2601-07148	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended	
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.	
APPLICANTS	MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.	
DOCUMENT	**ARIZONA SALE APPROVAL AND VESTING ORDER**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Suite 3700, Bankers Hall West 888 3rd Street SW Calgary, Alberta, T2P 5C5 Telephone: (403) 351-2920 Facsimile: (403) 648-1151 Email: joliver@cassels.com / dmarechal@cassels.com / mclarksonmaciel@cassels.com File No.: 063030-01 Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel	

JUDICIAL CENTRE OF CALGARY
FILED DIGITALLY
2601 07148
Aug 19, 2026
4:21 PM
CLERK OF THE COURT

DATE ON WHICH ORDER WAS PRONOUNCED:	August 19, 2026
NAME OF JUDGE WHO MADE THIS ORDER:	The Honourable Justice C.J. Feasby
LOCATION OF HEARING:	Calgary, Alberta

UPON the application of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the "**Applicants**") for an order approving the sale transaction (the "**Arizona Transaction**") contemplated by an agreement of purchase and sale (the "**Arizona PSA**") between Monette Farms Arizona, LLC (the "**Seller**") and Byner Cattle Company and/or its nominee (the "**Arizona Purchaser"**) dated August 12, 2026 and as appended and marked as Appendix "B" to the Third Report (as defined below) relating to the Purchased Lands (as defined in the Arizona PSA), including the property listed in the Arizona PSA at Schedule "A" (the "**Arizona Purchased Assets**");

AND UPON HAVING READ the Affidavit of Darrel Noel Monette sworn April 17, 2026; the Confidential Affidavit of Darrel Noel Monette sworn April 17, 2026; the Fourth Affidavit of Darrel Noel Monette sworn August 10, 2026 (the "**Fourth Monette Affidavit**"); the Confidential Affidavit of Darrel Noel Monette sworn August 10, 2026 (the "**Confidential Affidavit**"); and the Affidavit of Service of Angeline Gagnon, sworn August 19, 2026; **AND UPON** having read the Amended and Restated Initial Order granted by the Honourable Justice M.H. Bourque on May 1, 2026 (the "**ARIO**"); the Order Re Approval of SISP and Expedited SAVO Process granted by the Honourable Justice R.W. Armstrong on June 12, 2026; the Third Report of the Monitor, filed August 13, 2026 (the "**Third Report**") prepared in its capacity as court-appointed monitor of the Applicants (in such capacity, the "**Monitor**"); **AND UPON HEARING** the submissions of counsel for the Applicants, and any anyone else appearing for any other person on the service list;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of the application (the "**Application**") and materials filed in support of this order (the "**Order**") is hereby declared to be good and sufficient and time for service of the Application is abridged to that actually given.

2. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the ARIO.

APPROVAL OF TRANSACTION

3. The Arizona Transaction is hereby approved and execution of the Arizona PSA by the Seller is hereby ratified, with such minor amendments as the Seller may deem necessary. The Seller is authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Arizona Transaction and conveyance of the

Arizona Purchased Assets to the Arizona Purchaser (or its nominee) *provided that* the Monitor consents to all such amendments or additional documents.

DISCHARGE OF CLAIMS

4. The Arizona Purchaser (or its nominee) shall pay the purchase price for the Arizona Purchased Assets to the Monitor.

5. Upon the Monitor determining that: (i) it has received the purchase price; (ii) all conditions to closing under the Arizona PSA have been satisfied or waived; and (iii) that Monitor is satisfied that the Arizona Transaction can immediately close on terms substantially as approved by this Honourable Court, the Monitor shall deliver to the Arizona Purchaser an executed Monitor's Closing Certificate substantially in the form set out in Schedule "A" hereto (the "**Monitor's Closing Certificate**").

6. Upon delivery of the Monitor's Closing Certificate to the Arizona Purchaser (or its nominee), and subject to the United States Bankruptcy Court for the District of Delaware ("**US Court**") in the chapter 15 of Title 11 of the United States Bankruptcy Code proceedings recognizing this order, approving the Arizona Transaction in its own right, and vesting all of the Seller's right, title and interest in and to the Arizona Purchased Assets to the name of the Arizona Purchaser (or its nominee), the Arizona Purchased Assets shall be 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, "**Claims**") including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by the ARIO;

(b) any charges or security interests in favour of The Bank of Nova Scotia registered against the real property; and

(c) all charges, security interests or claims evidenced by registrations pursuant to any personal property registry system, in Canada or the United States;

(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 the Arizona PSA, collectively, "**Permitted Encumbrances**"), and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Arizona Purchased Assets are hereby expunged, discharged and terminated as against the Arizona Purchased Assets).

7. Upon delivery of the Monitor’s Certificate, the Monitor shall be and is hereby authorized to effect such discharges or revisions in any provincial Personal Property Registry as may be reasonably required to conclude the Arizona Transaction and, subject to approval of the US Court in the chapter 15 of Title 11 of the United States Bankruptcy Code proceedings, any UCC registration.

8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Arizona Purchased Assets (to be held in a non-interest bearing trust account by the Monitor) shall stand in the place and stead of the Arizona Purchased Assets from and after delivery of the 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 Arizona Purchased Assets and may be asserted against the net proceeds from sale of the Arizona Purchased Assets with the same priority as they had with respect to the Arizona Purchased Assets immediately prior to the sale, as if the Arizona 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.

9. Following delivery of the Monitor's Closing Certificate and registration of title to the Arizona Purchased Assets in the name of the Arizona Purchaser as required pursuant to Arizona law, the Monitor is authorized to pay the net proceeds from the Arizona Transaction to the Syndicate in accordance with paragraphs 48 to 50 of the ARIO.

10. Upon completion of the Arizona Transaction, the Seller and all persons who claim by, through or under the Seller in respect of the Arizona Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Arizona 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 Arizona Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Arizona 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 Arizona Purchased Assets, they shall forthwith deliver possession thereof to the Arizona Purchaser (or its nominee).

11. Immediately upon closing of the Arizona Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Seller.

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

MISCELLANEOUS MATTERS

13. 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,* RSC 1985, c B-3, as amended (the "**BIA**"), in respect of the Seller, and any bankruptcy order issued pursuant to any such applications;

(c) any assignment in bankruptcy made in respect of the Seller; and

(d) the provisions of any federal or provincial statute:

the vesting of the Arizona Purchased Assets in the Arizona Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Seller and shall not be void or voidable by creditors of the Seller, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA 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.

14. 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 Seller 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 order and to provide such assistance to the Seller as may be necessary or desirable to give effect to this Order or to assist the Seller and its agents in carrying out the terms of this Order.

15. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

(i) the persons listed 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 Arizona Purchaser or the Arizona Purchaser's solicitors; and

Posting a copy of this Order on the Monitor's website at:
http://cfcanada.fticonsulting.com/MonetteFarms

and service on any other person is hereby dispensed with.

16. Service of this Order 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 King's Bench of Alberta

Schedule "A"

Form of Monitor's Certificate

COURT FILE NUMBER	2601-07148	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.	
APPLICANTS	MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.	
DOCUMENT	**ARIZONA PSA MONITOR'S CERTIFICATE**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Suite 3700, Bankers Hall West 888 3rd Street SW Calgary, Alberta, T2P 5C5 Telephone: (403) 351-2920 Facsimile: (403) 648-1151 Email: joliver@cassels.com / dmarechal@cassels.com / mclarksonmaciel@cassels.com File No.: 063030-01 Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel	

RECITALS

A. Pursuant to an amended and restated initial order (the "**ARIO**") of the Honourable Justice M.H. Bourque of the Court of King's Bench of Alberta (the "**Court**") dated May 1, 2026, FTI Consulting Canada Inc. was appointed as the Monitor over Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the "**Applicants**").

B. Pursuant to (i) an Order of the Court dated June 12, 2026, approving, among other things, the sale and investment solicitation process; and (ii) an Order of the Court dated August 19, 2026, approving, among other things, the agreement of purchase and sale (as amended the "**Arizona PSA**") between Monette Farms Arizona, LLC (the "**Seller**") and Byner Cattle Company and/or its nominee (the "**Arizona Purchaser**") by way of a purchase and sale agreement dated August 12, 2026, and by an order of the United States Bankruptcy Court for the District of Delaware dated [●], which provided for the vesting in the Arizona Purchaser of the Seller's right, title and interest in and to the Purchased Lands (as defined in the Arizona PSA), including the property listed in the Arizona PSA at Schedule "A" (the "**Arizona Purchased Assets**"), which vesting is to be effective with respect to the Arizona Purchased Assets upon the delivery by the Monitor to the Arizona Purchaser of a certificate confirming (i) the Arizona Purchaser has paid the purchase price for the Arizona Purchased Assets to the Monitor; (ii) that the conditions to Closing as set out in the Arizona PSA have been satisfied or waived by the Seller and the Arizona Purchaser; and (iii) the Arizona Transaction has been completed to the satisfaction of the Seller.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Arizona PSA.

THE MONITOR CERTIFIES the following:

1. The Arizona Purchaser (or its nominee) has paid the purchase price to the Monitor for the Arizona Purchased Assets payable on the closing date pursuant to the Arizona PSA;

2. The conditions to Closing of the Arizona PSA have been satisfied or waived by the Seller and the Arizona Purchaser (or its nominee); and

3. The Monitor is satisfied that the Arizona Transaction may close on terms substantially as approved by the Honourable Court.

This Certificate was delivered by the Monitor at [●] on [●].

FTI Consulting Canada Inc., in its capacity as Monitor of the Applicants, and not in its personal capacity.

Per:______________________________

Name:

Title:

<u>Schedule “B”</u>

Arizona Purchased Assets

Terms not otherwise defined in this Order or this Schedule “B” shall have the meaning ascribed to them in the Arizona PSA. If there are any discrepancies between the definitions set out in this Schedule "B" and the body of this Order, for the purposes of defining the Arizona Purchased Assets, the terms set out in this Schedule "B" shall, to the level required to clarify any such discrepancy, govern.

“**Purchased Lands**” means those lands as defined as Purchased Lands in Schedule "A" of the Arizona PSA, together with (i) all wells, well equipment, pumps, pipelines, irrigation equipment and other fixtures and improvements located on or appurtenant to such lands; (ii) all water rights and appurtenances relating to such lands; and (iii) all of the Seller's right, title and interest in and to the leases with the Arizona State Land Department relating to or affecting such lands.

EXHIBIT 3

COURT FILE NUMBER	2601-07148
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c. C-36, AS AMENDED
	AND IN THE MATTER OF THE COMPROMISE OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.
DOCUMENT	**SECOND REPORT OF FTI CONSULTING CANADA INC., IN ITS CAPACITY AS MONITOR** **June 4, 2026**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**MONITOR** FTI Consulting Canada Inc. Suite 1610, 520 Fifth Avenue S.W. Calgary, AB T2P 3R7 Deryck Helkaa / Dustin Olver / Brett Wilson Telephone: (403) 454-6031 / (403) 454-6032 / (403) 454-6033 Fax: (403) 232-6116 E-mail: deryck.helkaa@fticonsulting.com dustin.olver@fticonsulting.com brett.wilson@fticonsulting.com **COUNSEL** Osler, Hoskin & Harcourt LLP Suite 2700, Brookfield Place 225 6th Avenue S.W. Calgary, AB T2P 1N2 Randal Van de Mosselaer Telephone: (403) 260-7000 Fax: (403) 260-7024 E-mail: rvandemosselaer@osler.com

SECOND REPORT OF THE MONITOR

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INTRODUCTION

1. On April 21, 2026 (the "**Filing Date**"), Monette Farms Ltd. ("**Monette Farms**"), Monette Farms Ontario Corp., Nexgen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE Inc., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land GP II Ltd., and Monette Farms BC GP Ltd. (the "**Applicants**"), sought and obtained an initial order (the "**Initial Order**") before the Court of King's Bench of Alberta (the "**Court**") seeking certain relief under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**").

2. The Initial Order, among other things, established a stay of proceedings in favour of the Applicants until May 1, 2026, appointed FTI Consulting Canada Inc. as monitor (the "**Monitor**") of the Applicants in these CCAA proceedings and authorized and empowered the Monitor to act as the foreign representative (the "**Foreign Representative**") in respect of these CCAA proceedings for the purpose of having these proceedings recognized under chapter 15 of Title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**").

3. On April 24, 2026, the US Bankruptcy Court granted a preliminary injunction and temporary restraining order, recognizing the Initial Order on a preliminary basis and granting a US lien under the Bankruptcy Code for the benefit of the DIP Lenders and recognizing the Monitor as Foreign Representative (the "**Preliminary Relief Order**"). The US Bankruptcy Court also granted an order scheduling the recognition hearing for May 14, 2026, and specifying the form and manner of service and notice (the "**US Recognition Scheduling Order**").

4. On May 1, 2026, the Court granted an Amended and Restated Initial Order (the "**ARIO**") which, among other things, provided the following relief:

   (a) declaring that the Applicants are companies to which the CCAA applies;

(b) declaring that Monette Farms I LP, Monette Farms Land II LP, and Monette Farms BC LP (together, the "**Non-Applicant Stay Parties**", and together with the Applicants, the "**Group**") shall have the same benefit and protections provided to the Applicants as they are related to the Applicants' business;

(c) authorizing the Applicants to remain in possession and control of their current assets, undertakings and properties including all proceeds thereof (the "**Property**") and carry on business in a manner consistent with the preservation of its business and Property;

(d) staying, until and including June 19, 2026, (the "**Stay Period**"), all proceedings, and remedies against the Applicants or its business or Property, except as otherwise set forth in the Initial Order or otherwise permitted by law (the "**Stay of Proceedings**");

(e) authorizing the Applicants to continue to use their existing cash management system;

(f) authorizing the Applicants to pay the reasonable expenses incurred by them in carrying out their business in the ordinary course;

(g) entitling the Applicants to make payment of all obligations owing in respect of employee wages and benefits and applicable source deductions, whether incurred prior to or after the commencement of the CCAA proceedings;

(h) granting a charge in favour of the Monitor, its legal counsel, the Applicant's legal counsel, and the Syndicate's financial advisor, PricewaterhouseCoopers Inc. (the "**Syndicate's Financial Advisor**") in respect of their fees and disbursements, to a maximum amount of $1.5 million (the "**Administrative Charge**");

(i) approving the debtor-in-possession ("**DIP**") financing facility (the "**DIP Facility**") provided by The Bank of Nova Scotia in its capacity as DIP Agent (the "**DIP Agent**") and the members of the Syndicate (as defined below, in such capacity, the "**DIP Lenders**") to finance the Applicants' working capital requirements and other corporate purposes during the CCAA Proceedings, subject to the terms and conditions set out in the Debtor-in

Possession Interim Financing Agreement, between Monette Farms Ltd., and Monette Farms USA, Inc., as borrowers (in such capacity, the "**Borrowers**"), the Group as Guarantors, and the DIP Lenders, as lenders, (the "**DIP Term Sheet**"). The DIP Facility provided the Borrowers with the ability to borrow up to $90 million (the "**Maximum Amount**") upon the satisfaction of certain conditions; and

(j) granting a charge in favour of the DIP Lenders, to a maximum amount of $95 million (the "**DIP Lenders' Charge**").

5. Also, on May 1, 2026, the Court granted a sale approval and vesting order (the "**Hafford SAVO**") approving the sale transaction (the "**Hafford Transaction**") contemplated by an agreement of purchase (the "**Hafford PSA**") and sale between Monette Farms Ltd. and Monette Farms Land II LP (collectively, the "**Sellers**") and G and K Walter Farms and Harvesting Ltd. and/or its nominee (the "**Hafford Purchaser**") dated March 9, 2026 with respect to the sale of certain lands listed in the Hafford PSA (the "**Hafford Lands**").

6. On May 13, 2026, the US Bankruptcy Court entered an order under the Bankruptcy Code which, among other things, (a) recognized the Monitor as Foreign Representative, (b) recognized these CCAA proceedings as a foreign main proceeding pursuant to sections 1515, 1517 and 1520 of the Bankruptcy Code, and (c) recognized and enforced the Initial Order and ARIO in the US (the "**Recognition Order**").

7. On June 1, 2026, the Applicants filed a notice of application with this Court returnable on June 12, 2026, seeking two orders as follows:

(a) an order (the "**SISP Approval Order**") requesting, among other things:

(i) approval for the Applicants and the Monitor to implement the proposed sales and investment solicitation process ("**SISP**") attached at Appendix "**B**" to the SISP Approval Order; and

(ii) approval of an expedited sale approval and vesting order process (the "**Expedited SAVO Process**") for low value transactions, as further described below; and

(b) an order ("**Stay Extension Order**") seeking an extension of the Stay Period until and including November 13, 2026.

8. Electronic copies of all materials filed by the Applicants in connection with the Applicants' June 12, 2026, application (the "**SISP Approval Application**") and other statutory materials are available on the Monitor's website at: http://cfcanada.fticonsulting.com/MonetteFarms/.

PURPOSE

9. The purpose of this report (this "**Report**") is to provide this Honourable Court and the Applicants' stakeholders with information and the Monitor's comments with respect to the following:

(a) a summary of the Monitor's activities since the Monitor's first report dated April 29, 2026;

(b) an update on the closing of the Hafford Transaction;

(c) an operational update regarding the positive progress made by the Applicants towards planting their 2026 crops since the commencement of these CCAA proceedings;

(d) an update on actual cash flow for the period of April 18, 2026, to May 22, 2026, as compared to the forecast cash flow statement ("**First Cash Flow Statement**") attached to the Pre-filing Report of the Monitor dated April 18, 2026 (the "**Pre-Filing Report**");

(e) the Applicants' revised cash flow statement (the "**Second Cash Flow Statement**") for the period commencing May 23, 2026, and ending November 13, 2026 (the "**Forecast Period**");

(f) the Applicants' request to extend the Stay Period up to and including November 13, 2026;

(g) the process the Applicants undertook to select experienced qualified real estate property brokers ("**Property Brokers**") to assist in the implementation of the SISP;

(h) the proposed SISP Order; and

(i) the Expedited SAVO Process.

10. This Report should be read in conjunction with the Affidavit of Darrel Monette, sworn on June 1, 2026 (the "**Third Monette Affidavit**").

TERMS OF REFERENCE

11. Capitalized terms used but not defined herein are given the meaning ascribed to them in the Third Monette Affidavit and the ARIO.

12. In preparing this Report, the Monitor has relied upon unaudited financial information, other information available to the Monitor and, where appropriate, the Applicants' books and records and discussions with various parties (collectively, the "**Information**").

13. Except as described in this Report:

(a) the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants of Canada Handbook*;

(b) the Monitor has not examined or reviewed financial forecasts and projections referred to in this report in a manner that would comply with the procedures described in the *Chartered Professional Accountants of Canada Handbook*; and

(c) future oriented financial information reported or relied on in preparing this Report is based on assumptions regarding future events; actual results may vary from forecast and such variations may be material.

14. The Monitor has prepared this Report in connection with the Applicants' SISP Approval Application. This Report should not be relied on for other purposes.

15. Information and advice described in this Report that has been provided to the Monitor by its legal counsel, Osler, Hoskin & Harcourt LLP (the "**Monitor's Counsel**"), was provided to assist the Monitor in considering its course of action, is not intended as legal or other advice to, and may not be relied upon by, any other person.

16. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

BACKGROUND INFORMATION

17. The Group's business, operations and financial performance and the causes of its insolvency are detailed in the Affidavit of Darrel Monette sworn on April 17, 2026 (the "**First Monette Affidavit**"), a copy of which is available on the Monitor's website. The comments below are intended to provide a summary of the background of the CCAA Proceedings.

18. The Group, comprised of eighteen companies and three limited partnerships, is a privately owned agricultural enterprise with operations in Alberta, British Columbia, Saskatchewan, Manitoba, Arizona, Montana and Colorado. Since beginning as a family farm in 1912, the Group has grown into one of the largest private farming operations in North America operating on owned and leased farmland of over 400,000 acres.

19. The Applicants' business, at a high level, can be broken down into four main business segments, or "pillars": grain, cattle, produce and seeds (the "**Farm Operations**"):

   (a) farming operations are focused on grain production, primarily canola, wheat and durum which accounted for approximately 50% of revenue in 2025. Grain is the largest 'pillar' in the Farm Operations in terms of both revenue and geographic footprint;

   (b) cattle ranching with herd breeding in British Columbia and feedlots in Alberta and Saskatchewan that accounted for approximately 17% of revenue in 2025;

(c) seed processing occurring at two facilities located in Swift Current, Saskatchewan, and a third in Tonopah, Arizona. Approximately 50% of seed processing capacity is allocated to supporting the grain segment and seed processing accounted for approximately 16% of revenue in 2025; and

(d) farming operations (primarily in Saskatchewan, British Columbia and Arizona) that generate seasonal produce crops including carrots, squash, broccoli, cabbage, pumpkin, cauliflower and watermelon, and accounted for approximately 15% of revenue in 2025.

20. The Group's financing is provided primarily by a syndicate of lenders (together, the "**Syndicate**") pursuant to a $930 million credit facility ($950 million including an accordion) dated December 5, 2018, which matured on April 15, 2026 (as amended from time to time, the "**Senior Facilities Agreement**") between, amongst others, Monette Farms as Canadian Borrower, Monette Farms USA, Inc. ("**Monette USA**") as US Borrower, Darrel Monette as Individual Borrower, each member of the Group, Darrel Monette and Monette Farm Family Trust as guarantors, The Bank of Nova Scotia as Agent (the "**SFA Agent**" and together with the DIP Agent, the "**Lender Agent**") and the Syndicate. Since October 2024, the Senior Facilities Agreement was amended pursuant to two covenant and waiver agreements, eight separate amending agreements and a forbearance agreement.

ACTIVITIES OF THE MONITOR

21. The Monitor worked in consultation with the Applicants' management and critical operations to ensure essential services could be procured and that Farm Operations continued in the normal course with as little disruption as possible. The Monitor observed the Applicants' management and staff working diligently to maintain the status quo and communicate promptly with stakeholders regarding the CCAA Proceedings.

22. The primary purpose of the DIP Facility was to allow the Group to continue with operations on a going concern basis and allow sufficient funding to spring seed the Farm Operations. To date, the Farm operations have continued in the normal course during these CCAA Proceeding and as of the date of this Report, the Group has completed seeding on approximately 84% of farmed

acres. Some locations have been delayed slightly by weather, however the Group anticipates that all acres that were planned to be farmed for 2026 will be seeded in the next few weeks. A summary of the progress by location is shown below.

2026 Seeding Progress *Farm*	Acres Seeded	Acres Total	Completed
Airdrie	5,427	5,427	**100%**
Montana	44,523	44,523	**100%**
Hafford	47,480	48,000	**99%**
Kamsack	34,500	43,492	**79%**
Outlook	3,240	3,425	**95%**
Regina	40,810	47,698	**86%**
Raymore	14,400	23,328	**62%**
Swift Current	111,545	111,545	**100%**
The Pas	10,300	29,966	**34%**
Prince Albert	11,400	21,894	**52%**
Yorkton	10,000	11,054	**90%**
Eddystone	7,900	17,344	**46%**
Total	**341,525**	**407,696**	**84%**

23. Since the date of First Report, the Monitor has, among other things:

(a) monitored the Applicants' financing and engaged in review and discussions with the Applicants with respect to their operations, vendor disbursements, and requirements under the DIP Term Sheet;

(b) engaged in discussions with various stakeholders and creditors in connection with the Applicants and these CCAA Proceedings;

(c) set up a process to monitor and review the Applicants' cash disbursements, receipts and track actual results versus the cash flow forecast;

(d) met bi-weekly with the Syndicate's Financial Advisor with respect to the Applicants' cash flow as required under the DIP Term Sheet;

(e) completed security reviews of FCC security over the FCC Priority Collateral (as that term is defined below) and the Syndicate's security over the Property included in the Hafford Transaction;

(f) engaged in discussions with the Applicants and their legal counsel with respect to the Hafford Transaction;

(g) engaged in discussions with the Applicants, the DIP Agent, and the Syndicate's Financial Advisor regarding the design of the SISP, including the process of selecting the Property Brokers; and

(h) prepared this report.

HAFFORD TRANSACTION

24. As described in the First Monette Affidavit and the Affidavit of Darrel Monette dated April 28, 2026 (the "**Second Monette Affidavit**"), prior to the Filing Date, the Group engaged in sales efforts to sell some of its Property to reduce its indebtedness. As a result of these efforts three sales transactions were entered into prior to the Filing Date. One of the sales transactions was the Hafford PSA which was anticipated to close on April 30, 2026.

25. The Hafford Transaction was approved by the Court on May 1, 2026 and closed on May 13, 2026, and the Monitor's Certificate was filed on the same day certifying that the conditions to closing had been satisfied and that the Monitor was satisfied that it may close on terms substantially as approved by the Court. The sale proceeds of $28.9 million were received by the Monitor and following title being updated at the Saskatchewan Land Titles Registry on May 25, 2026, those proceeds were distributed to the Syndicate to reduce the amount outstanding under the Senior Facilities (as defined in the First Monette Affidavit).

SCOTIA NEW LIFE POLICY DEBT

26. On May 1, 2026, the Court granted an order (the "**Lift Stay Order**"), with the consent of counsel for the Applicants, the Monitor, and The Bank of Nova Scotia ("**Scotia Wealth**") with respect to the Life Insurance Policy (as defined in the Lift Stay Order), which, among other things:

(a) provides that the Stay Period shall not apply to Scotia Wealth in respect of: (i) making demands related to its facility agreement dated September 17, 2024; (ii) taking steps to collapse or cause the collapse of the Life Insurance Policy; (iii) taking steps to have the cash surrender value under the Life Insurance Policy paid to BNS; and (iv) any other actions or steps necessary to give effect to the foregoing; and

(b) provides that Monette Farms Ltd. shall execute any documents required to effect the collapse or surrender of the Life Insurance Policy, which Scotia Wealth shall hold in trust until May 26, 2026 (the "**Policy Deadline**"), unless otherwise agreed to between Scotia Wealth, Monette Farms, and the Monitor.

27. On May 4, 2026, Monette Farms Ltd. received a demand letter sent by counsel to Scotia Wealth (the "**Demand Letter**"), which, among other things, demanded repayment of the Scotia Wealth indebtedness by May 25, 2026, and issued the corresponding *Farm Debt Mediation Act,* Notice of Intent by Secured Creditor.

28. Notwithstanding that the Policy Deadline has passed, the Group and the Monitor have been working diligently and are continuing negotiations with Scotia Wealth's counsel to reach a resolution of these issues. The Group’s intention is to attempt to retain the Life Insurance Policy, although the premium remains outstanding.

FCC LOAN AGREEMENT

29. Pursuant to paragraphs 13(b) and 42(a) of the ARIO, respectively, (i) the Group was authorized to dispose of or sell all breeding and feeder cattle owned or controlled by the Group (the "**Cattle**") without further order of this Court; and (ii) any such Cattle upon which Farm Credit Canada ("**FCC**") has a first ranking security interest (the "**FCC Priority Collateral**") ranked in priority to the DIP Lenders' Charge and Directors' Charge.

30. The Monitor’s Counsel reviewed the security underlying the FCC Security and concluded that, subject to the standard and customary assumptions, FCC has valid senior ranking security in respect of the FCC Priority Collateral. As a result, the Applicants and FCC agreed to a payment arrangement to facilitate repayment of amounts owing to FCC upon the sale of the FCC Priority Collateral.

31. As of May 22, 2026, sufficient proceeds had been realized from the sale of FCC Priority Collateral to fully repay the approximately $30 million that was outstanding under the FCC Facility (as defined in the ARIO), together with FCC’s legal fees. Proceeds from Cattle sales will now be remitted to the Group, under the Monitor’s oversight, to fund ongoing operations.

BUDGET TO ACTUAL RESULTS

32. The Applicants, in consultation with the Monitor, prepared the First Cash Flow Statement which was appended to the Pre-Filing Report.

33. Actual cash flow results as compared to those contained in the First Cash Flow Statement for the five-week period of April 18, 2026, to May 22, 2026, are summarized as follows:

Monette Farms et al
Consolidated Weekly Cash Flow Variance Analysis
April 18, 2026 to May 22, 2026

5-Week Period Ending May 22, 2026 *CAD millions*	Actual	Forecast	Variance
Operating receipts	$ 18.6	$ 20.1	$ (1.5)
Cost of goods sold	(46.5)	(51.2)	4.7
Direct Operating Expenses	(16.1)	(21.7)	5.7
Operating Overhead	(2.6)	(8.9)	6.3
General AP/Visa	(3.4)	(1.0)	(2.4)
Capex	(0.7)	(1.0)	0.3
Net change in cash from operations	**(50.6)**	**(63.7)**	**13.1**
Senior Secured Debt Interest	(2.4)	(5.2)	2.8
Restructuring costs	(3.8)	(4.6)	0.8
DIP Facility (net of repayments)	66.0	73.4	(7.4)
Total net change in cash flow	**9.2**	**(0.1)**	**9.3**
Opening cash	1.7	2.1	(0.4)
Total net change in cash flow	9.2	(0.1)	9.3
Ending cash	**$ 10.9**	**$ 2.0**	**$ 8.9**

34. The variances in actual receipts and disbursements against the First Cash Flow statement are primarily due to the following:

(a) Operating receipts have been substantially in line with forecast primarily due to timing variances with respect to the receipt of seed revenue which the Group still expects to collect in future periods;

(b) Cost of goods sold have been lower than forecast and the variance is primarily timing related as crop input expenses expected to be paid in the first five weeks of the forecast have been partially deferred to future weeks. This positive variance is expected to reverse in future periods;

(c) Direct operating expenses have been lower than forecast and the variance is primarily timing related as equipment expenses (primarily with John Deere) initially contemplated to be paid in the first five weeks have been partially deferred to future weeks upon agreement with John Deere. This positive variance is expected to reverse in future periods. The positive variance is partially offset by higher fuels costs due to higher fuel pricing than originally forecast;

(d) Operating overhead has been lower than forecast and the variance is primarily related to (i) the Life Insurance Policy premium discussed that has not been paid (permanent variance) and (ii) the timing of payment of lease payments contemplated to be paid in the first five weeks have been partially deferred to future weeks (timing variance expected to reverse in future periods);

(e) General AP and Visa payments have been higher than forecast and is a permanent variance as payments on the Group's Visa's were not specifically forecast and therefore this variance offsets positive variances within other expenses included in the forecast;

(f) Capex has been lower than forecast and the variance is primarily timing related progress payments on the work being completed and this positive variance is expected to reverse in future periods;

(g) Senior Secured Debt Interest was lower than forecast and is primarily due to the timing of interest payments after the borrowings under the Senior Facilities were moved to Prime Rate and US Base Rate borrowings which are paid quarterly; and

(h) Restructuring costs have been lower than forecast primarily related to the timing of the receipt and payment of invoices. Overall, restructuring costs have been in line with budget.

35. As of May 22, 2026, the Applicants had approximately $10.9 million of cash on hand and approximately $66 million drawn on the DIP Facility with an additional $24 million available to be drawn under the Maximum Amount.

SECOND CASH FLOW STATEMENT

36. The Applicants Second Cash Flow Statement for the period of May 23, 2026, to November 13, 2026 (the "**Forecast Period**") is attached as Appendix "**A**" and summarized below.

Monette Farms et al
Consolidated Weekly Cash Flow Forecast
May 23, 2026 to November 13, 2026

CAD millions	Forecast Period
Operating receipts	$ 139.8
Operating disbursements	(118.0)
Net change in cash from operations	**21.7**
Senior Secured Debt Interest	(34.0)
Restructuring costs	(11.7)
DIP Facility (net of repayments)	15.1
Total net change in cash flow	**(8.9)**
Opening cash	10.9
Total net change in cash flow	(8.9)
Ending cash	**$ 2.0**
Opening DIP Facility balance	$ 66.0
DIP Facility draws/(repayments)	15.1
Closing DIP Facility balance	**$ 81.1**

37. The Monitor notes that the Second Cash Flow Statement contains material assumptions on the receipt of future receipts that are currently not known with certainty given that the crops for the 2026 growing season are only just in the process of being planted. The revenue projections shown are based on estimated yields and current market prices which are subject to fluctuations.

38. Based on the above and with the additional financing available under the DIP Facility, the Applicant's liquidity is projected to be sufficient for the Forecast Period.

39. The Monitor's conclusions from its review of the Second Cash Flow Statement pursuant to section 23(1)(b) of the CCAA are as follows:

(a) the Second Cash Flow Statement has been prepared by management of the Applicants for the purpose described in the notes to the Second Cash Flow Statement, using the probable assumptions and the hypothetical assumptions set out therein;

(b) the Monitor's review consisted of inquiries, analytical procedures and discussion related to information supplied by certain of the management and employees of the Applicants. Since hypothetical assumptions need not be supported, the procedures with respect to those assumptions were limited to evaluating whether they were consistent with the purpose of the Second Cash Flow Statement. The Monitor has also reviewed the support provided by management of the Applicants for the probable assumptions, and the preparation and presentation of the Second Cash Flow Statement;

(c) Based on its review, and as at the date of this Report, nothing has come to the attention of the Monitor that causes it to believe that, in all material respects:

(i) the hypothetical assumptions are not consistent with the purpose of the Second Cash Flow Statement;

(ii) the probable assumptions developed by management are not suitably supported and consistent with the plans of the Applicants or do not provide a reasonable basis for the Second Cash Flow Statement, given the hypothetical assumptions; or

(iii) the Second Cash Flow Statement does not reflect the probable and hypothetical assumptions;

40. Since the Second Cash Flow Statement is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Second Cash Flow Statement will be achieved. The Monitor expresses no opinion or other form of assurance with respect to the accuracy of any financial information present in this Report or relied upon by the Monitor in preparing this Report.

41. The Second Cash Flow Statement has been prepared solely for the purpose of estimating liquidity requirements of the Applicants during the Forecast Period. The Second Cash Flow Statement should not be relied upon for any other purpose.

SALE AND INVESTMENT SOLICITATION PROCESS

42. Capitalized terms used in this section that are not otherwise defined are given the meaning ascribed to them in the SISP procedures.

Real Estate Broker Selection Process

43. The SISP contemplates marketing all of the Group's land and real estate located in Saskatchewan, Manitoba, British Columbia, Arizona, Montana and Colorado. Given the vast amount of geographically diverse land and real estate owned by the Group, the Monitor and the Group determined that engaging Property Brokers with specialized experience and knowledge within each unique geographic region would be necessary and would assist in enhancing sales values. Paragraph 10 of the SISP contemplates that the Group engages Property Brokers on terms and conditions satisfactory to the Monitor and the Lender Agent by no later than June 15, 2026.

44. In order to select the appropriate Property Brokers the Group sent requests for proposals ("**RFPs**") to known real estate brokers in each unique geographical region. The RFPs requested that Property Brokers provide:

(a) Proposed fee structure;

(b) An overview of the Property Broker's company, expertise and experience;

(c) Key personnel who would work on the engagement including a description of their role, availability and experience;

(d) Proposed marketing approach; and

(e) Proposed timelines to market and sell the subject property.

collectively ("**Assessment Criteria**")

45. Prior to requesting RFPs, the Applicants reviewed and considered the pool of potential Property Brokers for each region, including various parties who contacted the Group and/or Monitor expressing interest in the opportunity. The Applicants then sent RFPs to the candidates they believed were the most capable and qualified for the mandate in each region.

46. The table below provides a summary of number of RFPs sent and proposals received by each unique geographical region. Saskatchewan and Manitoba were combined due to their proximity and the similarities in market characteristics of the properties located in these regions. Arizona and Colorado are marked as N/A as the properties in these States were listed with Property Brokers prior to the commencement of the CCAA Proceedings. Given their familiarity with the subject properties the Applicants intend to extend their engagements of the existing Property Brokers and incorporate them into the SISP.

	RFPs	
Region	**Sent**	**Received**
Saskatchewan/Manitoba	4	3
British Columbia	2	2
Montana	6	3
Arizona	N/A	N/A
Colorado	N/A	N/A

47. After discussions with the Applicants certain brokers who were contacted chose not to submit a proposal due to capacity constraints and the size/complexity of the packages being marketed and/or the competitive fee structure.

48. The Applicants and the Monitor are currently in the process of reviewing the RFPs received with consideration given to the Assessment Criteria. The Applicants, in consultation with the Monitor intend to select the successful Property Brokers in each region and seek consent from the Lender Agent in the coming days. Once consent is received from the Lender Agent, the Applicants will finalize formal agreements with the Property Brokers in accordance with the terms of the SISP.

MONITOR'S COMMENTS ON THE PROPOSED SISP

49. A copy of the proposed SISP is attached as Appendix "B" to the SISP Approval Order.

50. Interested parties are encouraged to read the SISP document in detail to fully understand the solicitation process, timelines and bidding requirements.

51. The Monitor and its counsel have engaged in extensive consultation with the Applicants, the Lender Agent and their respective legal counsels with respect to designing the SISP. The Monitor has the following comments on the proposed SISP.

Conduct of the SISP

52. The proposed SISP is the result of collaborative consultation between the Applicants, the Monitor and the Lender Agent. The Monitor has the experience, expertise and capacity to conduct the SISP in the manner set out within the SISP Procedures with the cooperation of the Applicants. The Monitor will conduct the SISP in consultation with the Applicants, the Property Brokers and the Lender Agent. The Property Brokers will bring specific localized experience and expertise selling Brokered Properties (as defined below) in each geographical region.

53. The SISP includes procedures for expedited approval by the Court, described below at paragraph 64.

Types of Transactions Contemplated

54. The SISP contemplates a two-pronged approach seeking various types of restructuring or sales transaction as follows:

(a) a typical all-encompassing sale and investment solicitation process seeking an en bloc transaction ("**En Bloc Transaction**"), which could include:

(i) a larger acquisition of some or all of the Property and/or businesses of the Applicants;

(ii) an investment, restructuring, recapitalization, or reorganization of the Group under the CCAA; or

(iii) a refinancing of the Group's secured and funded indebtedness;

(b) sales ("**Land Purchase Proposals**") of specific farmland, agricultural operations, seed processing facilities and cattle ranches ("**Brokered Properties**").

Timelines

55. The SISP contemplates a five-month timeline. The table below provides a summary of the SISP timeline:

Milestone	Deadline
Commencement date – for Brokered Properties - Property Brokers must commence listing and marketing of the Brokered Properties; and for En Bloc Transactions – the Monitor must arrange for a notice of the SISP to be published in such newspapers, trade publications, or other media as the Group, in consultation with the Monitor and the Lender Agent, considers appropriate and send the Teaser Letter and NDA.	June 29, 2026
Hold Date – The Monitor shall hold all Binding Bids received until September 1, 2026, prior to designating any Binding Bid as a Successful Bid, unless the Monitor, the Lender Agent and the Applicants agree that the Binding Bid should be accepted early.	September 1, 2026
Binding Bid Deadline – Binding Bids can be submitted at any time and Bidders are encouraged to submit Binding Bids as soon as possible, however no later than the October 15, 2026.	October 15, 2026
Outside date for Court Approval – Successful Bids submitted prior to September 1, 2026	October 31, 2026
Outside date for Court Approval – Successful Bids submitted after September 1, 2026 but prior to October 15, 2026	November 30, 2026
SISP Termination Date	November 30, 2026

56. In the Monitor's view the timelines proposed in the SISP are reasonable in the circumstances and provide an adequate amount of time for the Property to be marketed and for potential bidders to submit Binding Bids. The Monitor notes that the Applicants own approximately 275,000 acres of land especially concentrated in Saskatchewan, this amount of farmland hitting the market all at

once will be unprecedented and accordingly it is yet to be determined how the market will absorb the supply. To provide flexibility the SISP provides that the Monitor, in consultation with the Applicants and with approval from the Lender Agent, may modify and extend timelines if determined to be necessary.

Pre-Marketing and Property Listing Agreements

57. The SISP requires the Monitor and the Applicants to complete certain preparations prior to the commencement of the SISP (no later than June 29, 2026):

(a) In respect of En Bloc Transactions (i) drafted a teaser letter describing the opportunity, outlining the process under the SISP, and inviting recipients to express interest pursuant to the SISP ("**Teaser**"); (ii) drafted a confidential information memorandum ("**CIM**"); (iii) populated an electronic data room ("**Data room**"); (iv) prepared a non-disclosure agreement ("**NDA**"); and (v) prepared a list of potential bidders ("**Known Potential Bidders**") in consultation with the Applicants and the Lender Agent; and

(b) In respect of Brokered Properties, the Applicants must retain Property Brokers by no later than June 15, 2026, and have Property Brokers provide recommended listing prices and prepare marketing materials ready to be launched by no later than June 29, 2026.

58. In the Monitor's view these preparatory steps are reasonable and necessary for the implementation of the SISP. The timelines to complete these steps are achievable given the Monitor's prior experience with the Applicants, the information already prepared by the Applicants in prior selling/restructuring initiatives and the work the Applicants have already completed with respect to selecting Property Brokers, as outlined above. The Applicants intend to engage Property Brokers as soon as possible once approval has been received from the Lender Agent.

Marketing

59. The marketing stage must commence no later than June 29, 2026, at which time the Monitor shall:

(a) ensure that the Property Brokers have commenced listing and marketing of the Brokered Properties;

(b) have arranged for a notice of the SISP (the "**Notice**") to be published in such newspapers, trade publications, or other media as the Group, in consultation with the Monitor and the Lender Agent, considers appropriate; and

(c) send the Teaser Letter and NDA to all Known Potential Bidders, and to any other party who responds to the Notice or who is identified as a potential bidder, as soon as reasonably practicable after such identification or request. The list of Known Potential Bidders will be prepared by the Monitor with consultation from the Applicants and the Lender Agent.

60. In the Monitor's view the marketing process contemplated will adequately expose the Property and Business to the market. The involvement of the Property Brokers in the SISP will enhance the network of potentially interested purchasers as each of the Property Brokers will bring their specific geographical knowledge, approach and contacts to the process.

Bidding Procedures

61. The Monitor has reviewed the bidding procedures including requirements for potential bidders to gain access to the CIM and the data room, present Binding Bids and be designated Qualified Bidders.

62. The Monitor notes that the bidding procedures are relatively standard for a CCAA SISP. The bidding procedures are not overly burdensome and provide clear guidance to bidders on how to participate and bid in the SISP. Additionally, the bidding procedures require bidders to provide a sufficient amount of information upon submitting a bid to allow the Monitor, the Applicants and the Lender Agent to understand and analyze the bids, understand the bidders' corporate

characteristics and perform a reasonable assessment of the bidders' ability to close the contemplated transactions.

63. The Monitor notes that there is a streamlined process for interested parties submitting Land Purchase Proposals as they will not be required to sign NDAs in order to participate in the SISP (as long as they do not want access to the CIM and/or the Data room). The Monitor supports this streamlined process as parties interested in specific Brokered Properties will not likely require access to confidential information and therefore removing the need to sign an NDA will speed up the evaluation and diligence process and open the opportunity up to a larger pool of potential bidders.

64. The SISP allows for the acceptance of bids at any time with consent from the Monitor, the Applicants and the Lender Agent. This flexibility is important as it allows the Applicants to accept offers that are accretive to the Company's overall leverage position and clearly advantageous to the Applicants restructuring initiatives.

Consent and Approval Rights of the Lender Agent

65. The Lender Agent has been provided substantial consent and approval rights within the SISP including, but not limited to, consent/approval of:

(a) List prices for Brokered Properties;

(b) Selecting Qualified Bids;

(c) Selecting Successful Bids;

(d) Waiving non-compliance with bidding procedures; and

(e) Extending/modifying timelines.

66. In the Monitor's view, the consent and approval rights provided to the Lender Agent are reasonable and appropriate in the circumstances given the Syndicate is the Applicants' largest secured creditor. Additionally, the Syndicate provided the Applicants with the $90 million DIP Facility necessary to fund the 2026 planting season and these CCAA proceedings. As a result, the Syndicate has a significant financial interest in ensuring the SISP is conducted efficiently, balancing the timely sale of assets to reduce debt and improve liquidity while achieving reasonable market values for the Property. Furthermore, the Applicants have agreed to these consent rights and are committed to consulting collaboratively with the Monitor and the Lender Agent throughout the SISP.

Expedited SAVO

67. The Applicants are seeking an Expedited SAVO Process to facilitate an orderly, efficient, and cost-effective process for Court supervision of the sale of Canadian Brokered Properties where the aggregate purchase price is equal to or less than $30,000,000.

68. The Expedited SAVO Process will not apply to assets located in the United States.

69. The Monitor has considered the Expedited SAVO Process and is of the view that it is reasonable for the following reasons:

(a) the Expedited SAVO process is designed to provide for efficient and cost-effective closings on transactions below $30,000,000. The $30,000,000 transaction threshold is relatively immaterial compared to the value of the Applicants' total land holdings. The Expedited SAVO Process will save on legal and other professional fees providing for an efficient process that will enhance the net sales proceeds available for the estate from smaller value transactions.

(b) the Expedited SAVO Process can only be utilized if the transaction has been approved by the Monitor and the Applicants as well as the Lender Agent; and

(c) any Expedited SAVO Application must be served on the Lender Agent, Encumbrance holders, or parties with leasehold interests that are to be discharged or terminated by any proposed Expedited SAVO. Parties have seven days after the service of the Expedited SAVO Application to submit reply materials. This notice will provide interested parties with adequate notice and the ability to object. Accordingly, the Monitor is of the view that the Expedited SAVO Process would not result in a material prejudice to stakeholders.

MONITOR'S POSITION ON THE PROPOSED STAY EXTENSION

70. The Applicants are seeking an order extending the Stay Period to and including November 13, 2026. The Monitor has considered the Applicants' application for the extension of the Stay Period and has the following comments:

(a) with the DIP Facility the Applicants are projected to have sufficient liquidity available to fund ongoing obligations and the costs of the CCAA Proceedings during the term of the proposed extension to the Stay Period;

(b) there will be no material prejudice to the Applicants' creditors and other stakeholders as a result of the extension to the Stay Period;

(c) the Applicants are acting in good faith and with due diligence; and

(d) the extension of the Stay Period aligns with the timelines in the proposed SISP and will therefore provide sufficient time for the Applicants to implement the proposed SISP. In the Monitor's view the implementation of the SISP will enhance the overall prospect of the Applicants effecting a viable restructuring.

CONCLUSIONS AND RECOMMENDATIONS

71. The Monitor is of the view that the assumptions underlying the Applicants' Second Cash Flow Statement are reasonable and that, with the DIP Facility, the Applicants will have sufficient liquidity to fund ongoing obligations and the costs of these CCAA proceedings during the Stay Period.

72. The Monitor is of the view that the relief requested by the Applicants pursuant to the SISP Approval Order is necessary, reasonable, and justified in the circumstances. The Monitor supports the Applicants request for the Expedited SAVO Process.

73. The Monitor respectfully recommends that the Applicants' request for the SISP Approval Order and the Stay Extension Order be granted.

All of which is respectfully submitted this 4th day of June 2026.

FTI Consulting Canada Inc. in its capacity as Monitor of the Applicants and not in its personal or corporate capacity

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Appendix "A" – Second Cash Flow Statement

Monette Farms et al
Consolidated Weekly Cash Flow Forecast
May 23, 2026 to November 13, 2026

CAD million	Notes	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
Week #		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
Week Ending		**5/29/2026**	**6/5/2026**	**6/12/2026**	**6/19/2026**	**6/26/2026**	**7/3/2026**	**7/10/2026**	**7/17/2026**	**7/24/2026**	**7/31/2026**	**8/7/2026**	**8/14/2026**	**8/21/2026**
Operating Receipts														
Grain		$ 0.3	$ 0.8	$ 0.8	$ 0.8	$ 0.8	$ 3.1	$ 3.1	$ 3.1	$ 3.1	$ 1.1	$ 1.1	$ 1.1	$ 1.1
Seeds		0.1	0.1	0.6	1.2	0.6	0.3	0.3	0.3	0.2	0.2	0.2	0.2	-
Net Cattle Sales		-	-	5.1	0.9	7.1	-	-	0.9	-	3.7	-	-	-
Produce		0.2	0.4	0.4	0.4	0.4	0.4	0.4	0.2	0.9	1.6	1.6	1.6	1.6
Other Receipts		0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Total Operating Receipts	**1**	**0.6**	**1.5**	**7.1**	**3.4**	**9.0**	**4.0**	**4.0**	**4.7**	**4.3**	**6.6**	**3.0**	**3.0**	**2.8**
Operating Disbursements														
Cost of goods sold	**2**	(4.1)	(10.1)	(0.8)	(1.1)	(2.0)	(0.5)	(0.5)	(1.7)	(3.2)	(0.2)	(0.2)	(3.2)	(2.1)
Direct Operating Expenses	**3**	(0.9)	(2.5)	(3.1)	(1.9)	(1.0)	(1.8)	(1.0)	(1.7)	(1.1)	(1.9)	(1.1)	(1.9)	(1.1)
Operating Overhead	**4**	(1.7)	(0.9)	(2.3)	(0.4)	(0.5)	(0.6)	(0.3)	(0.3)	(0.5)	(1.0)	(0.4)	(0.4)	(0.4)
General AP/Visa	**5**	-	-	-	-	-	-	-	-	-	-	-	-	-
Capex	**6**	(0.3)	(0.1)	(0.2)	(0.4)	-	-	(0.8)	-	-	-	-	-	-
Total Operating Disbursements		**(6.9)**	**(13.6)**	**(6.4)**	**(3.8)**	**(3.5)**	**(2.8)**	**(2.5)**	**(3.6)**	**(4.8)**	**(3.0)**	**(1.7)**	**(5.4)**	**(3.6)**
Operational Cash Flow		**(6.3)**	**(12.1)**	**0.7**	**(0.3)**	**5.5**	**1.1**	**1.4**	**1.0**	**(0.5)**	**3.6**	**1.3**	**(2.4)**	**(0.8)**
Non-Operational Items														
Senior Secured Debt Interest	**7**	-	-	-	-	-	(16.0)	-	-	-	-	-	-	-
DIP Facility Interest/Fees	**8**	(0.4)	-	-	-	-	(0.6)	-	-	-	(0.6)	-	-	-
Restructuring Fees	**8**	-	(0.7)	(1.4)	-	-	-	-	(1.4)	-	-	-	(1.3)	-
Asset sales	**9**	-	-	7.0	-	-	-	-	-	-	-	-	-	-
Swing line draws/(Repayments)		-	-	-	-	-	-	-	-	-	-	-	-	-
Operating line draws/(Repayments)		-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Facility draws/(repayments)	**9**	-	-	(7.0)	-	-	-	-	-	-	-	-	-	-
Hedges and other miscellaneous		-	-	-	-	-	-	-	-	-	-	-	-	-
DIP Facility draws/(repayments)	**10**	-	10.7	0.7	0.3	(5.5)	15.5	(1.4)	0.4	0.5	(3.0)	(1.3)	3.7	0.8
Total Non-Operational Items		**(0.4)**	**10.0**	**(0.7)**	**0.3**	**(5.5)**	**(1.1)**	**(1.4)**	**(1.0)**	**0.5**	**(3.6)**	**(1.3)**	**2.4**	**0.8**
Net Cash Flow		**(6.7)**	**(2.1)**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Opening Available Cash	**11**	10.9	4.1	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Net Cash Flow		(6.7)	(2.1)	-	-	-	-	-	-	-	-	-	-	-
Ending Available Cash		**$ 4.1**	**$ 2.0**	**$ 2.0**	**$ 2.0**	**$ 2.0**	**$ 2.0**	**$ 2.0**	**$ 2.0**	**$ 2.0**	**$ 2.0**	**$ 2.0**	**$ 2.0**	**$ 2.0**
Opening DIP Facility balance		66.0	66.0	76.7	77.4	77.7	72.2	87.7	86.3	86.6	87.2	84.1	82.9	86.6
DIP Facility draws/(repayments)		-	10.7	0.7	0.3	(5.5)	15.5	(1.4)	0.4	0.5	(3.0)	(1.3)	3.7	0.8
Closing DIP Facility balance		**$ 66.0**	**$ 76.7**	**$ 77.4**	**$ 77.7**	**$ 72.2**	**$ 87.7**	**$ 86.3**	**$ 86.6**	**$ 87.2**	**$ 84.1**	**$ 82.9**	**$ 86.6**	**$ 87.4**

Monette Farms et al
Consolidated Weekly Cash Flow Forecast
May 23, 2026 to November 13, 2026

CAD million	Notes	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Total
Week #		14	15	16	17	18	19	20	21	22	23	24	25	
Week Ending		8/28/2026	9/4/2026	9/11/2026	9/18/2026	9/25/2026	10/2/2026	10/9/2026	10/16/2026	10/23/2026	10/30/2026	11/6/2026	11/13/2026	11/13/2026
Operating Receipts														
Grain		$ 10.1	$ 4.2	$ 4.2	$ 4.2	$ 7.2	$ 6.3	$ 6.3	$ 6.3	$ 6.3	$ 6.3	$ 6.8	$ 6.8	**$ 95.4**
Seeds		-	-	-	-	-	-	-	-	-	-	-	-	**4.4**
Net Cattle Sales		-	-	-	-	-	-	-	-	-	-	-	-	**17.7**
Produce		1.6	0.7	0.7	0.7	0.7	0.6	0.6	0.6	0.6	0.6	1.2	1.2	**20.1**
Other Receipts		0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	**2.3**
Total Operating Receipts	**1**	**11.8**	**5.0**	**5.0**	**5.0**	**8.0**	**7.0**	**7.0**	**7.0**	**7.0**	**7.0**	**8.2**	**8.2**	**139.8**
Operating Disbursements														
Cost of goods sold	**2**	(3.9)	(1.2)	(1.2)	(3.2)	(1.2)	(1.1)	(0.3)	(1.3)	(0.3)	(0.3)	(0.6)	(0.6)	**(44.6)**
Direct Operating Expenses	**3**	(2.1)	(1.3)	(2.7)	(1.3)	(2.3)	(1.1)	(5.3)	(1.2)	(1.8)	(2.4)	(2.1)	(1.4)	**(45.6)**
Operating Overhead	**4**	(0.5)	(0.6)	(0.3)	(0.3)	(0.4)	(0.5)	(0.2)	(0.3)	(0.2)	(12.4)	(0.4)	(0.3)	**(26.0)**
General AP/Visa	**5**	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Capex	**6**	-	-	-	-	-	-	-	-	-	-	-	-	**(1.7)**
Total Operating Disbursements		**(6.5)**	**(3.1)**	**(4.2)**	**(4.8)**	**(3.9)**	**(2.8)**	**(5.7)**	**(2.7)**	**(2.3)**	**(15.1)**	**(3.0)**	**(2.3)**	**(118.0)**
Operational Cash Flow		**5.3**	**1.9**	**0.8**	**0.2**	**4.1**	**4.2**	**1.2**	**4.2**	**4.7**	**(8.1)**	**5.2**	**5.9**	**21.7**
Non-Operational Items														
Senior Secured Debt Interest	**7**	-	-	-	-	-	(18.0)	-	-	-	-	-	-	**(34.0)**
DIP Facility Interest/Fees	**8**	-	(0.6)	-	-	-	(0.5)	-	-	-	-	(0.7)	-	**(3.4)**
Restructuring Fees	**8**	-	-	(1.2)	-	-	-	-	(1.2)	-	-	-	(1.2)	**(8.3)**
Asset sales	**9**	-	-	-	-	-	-	-	-	-	-	-	-	**7.0**
Swing line draws/(Repayments)		-	-	-	-	-	-	-	-	-	-	-	-	**-**
Operating line draws/(Repayments)		-	-	-	-	-	-	-	-	-	-	-	-	**-**
Capital Facility draws/(repayments)	**9**	-	-	-	-	-	-	-	-	-	-	-	-	**(7.0)**
Hedges and other miscellaneous		-	-	-	-	-	-	-	-	-	-	-	-	**-**
DIP Facility draws/(repayments)	**10**	(5.3)	(1.3)	0.3	(0.2)	(4.1)	12.8	(0.2)	(2.6)	(4.7)	7.1	(3.5)	(4.8)	**15.1**
Total Non-Operational Items		**(5.3)**	**(1.9)**	**(0.8)**	**(0.2)**	**(4.1)**	**(5.7)**	**(0.2)**	**(3.7)**	**(4.7)**	**7.1**	**(4.2)**	**(5.9)**	**(30.6)**
Net Cash Flow		**-**	**-**	**-**	**-**	**-**	**(1.5)**	**1.0**	**0.5**	**-**	**(1.0)**	**1.0**	**-**	**(8.9)**
Opening Available Cash	**11**	2.0	2.0	2.0	2.0	2.0	2.0	0.5	1.5	2.0	2.0	1.0	2.0	**10.9**
Net Cash Flow		-	-	-	-	-	(1.5)	1.0	0.5	-	(1.0)	1.0	-	**(8.9)**
Ending Available Cash		**$ 2.0**	**$ 2.0**	**$ 2.0**	**$ 2.0**	**$ 2.0**	**$ 0.5**	**$ 1.5**	**$ 2.0**	**$ 2.0**	**$ 1.0**	**$ 2.0**	**$ 2.0**	**$ 2.0**
Opening DIP Facility balance		87.4	82.1	80.7	81.1	80.9	76.9	89.7	89.5	86.9	82.2	89.3	85.9	**66.0**
DIP Facility draws/(repayments)		(5.3)	(1.3)	0.3	(0.2)	(4.1)	12.8	(0.2)	(2.6)	(4.7)	7.1	(3.5)	(4.8)	**15.1**
Closing DIP Facility balance		**$ 82.1**	**$ 80.7**	**$ 81.1**	**$ 80.9**	**$ 76.9**	**$ 89.7**	**$ 89.5**	**$ 86.9**	**$ 82.2**	**$ 89.3**	**$ 85.9**	**$ 81.1**	**$ 81.1**

Consolidated Cash Flow Statement of Monette Farms et al

Notes to the Cash Flow Statement for the 25-Week period ending November 13, 2026

Purpose and General Assumptions of the Second Cash Flow Statement

Monette Farms Ltd., Monette Farms Ontario Corp., Nexgen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land GP II Ltd., and Monette Farms BC GP Ltd. (collectively, the "**Group**" or the "**Applicants**") have prepared this cash flow statement and the accompanying notes (collectively, the " **Second Cash Flow Statement**"). The Applicants have prepared the Second Cash Flow Statement on a consolidated basis based on probable and hypothetical assumptions that reflect the Applicants' planned course of action for the period from May 23, 2026, to November 13, 2026 (the "**Forecast Period**"). The Applicant's management ("**Management**") is of the opinion that, as at the date of filing the Second Cash Flow Statement, the assumptions used to develop the projection represent the most probable set of economic conditions facing the Applicants and that the assumptions used proved a reasonable basis for and are consistent with the purpose of the Second Cash Flow Statement. This Second Cash Flow Statement should not be used for any other purpose, and stakeholders are cautioned that the information provided in the Second Cash Flow Statement could vary based on changing future circumstances.

It is assumed that all amounts owing prior to the CCAA proceedings are stayed. Post-filing payments are to be made in normal course.

Disbursements are based on historical run-rates and input from Management.

The projected Second Cash Flow Statement is prepared in Canadian dollars.

Hypothetical and Probable Assumptions of the Cash Flow Statement

1. Operating receipts generated by the Group's farming operations and include (i) revenues generated from the sale grain of remaining grain inventory from the 2025 crop year and forecast for 2026 crops based on estimated yields and pricing the 2026 crops are assumed to be harvested beginning in August 2026, (ii) seed revenue from the Group's seed processing and seed cleaning business, (iii) cattle sales from the sale of feeder cattle in the normal course and also the sale of a portion of the Group's breeding herd to generate cash flow and (iv) the sale of remaining produce inventory from the 2025 crop year, winter produce crops in Arizona and 2026 produce crops based on estimated yields and pricing. The pricing for the sales is based on current commodity prices and contracted prices, where applicable.
2. Cost of goods sold includes the Group's primary farm input costs (fertilizer, chemical and seed). The majority of input costs for the 2026 growing season have been incurred and approximately 84% of the Group's acres have been seeded. It also includes the cost of bags, totes and packing and freight costs to transport the Group's product to market.
3. Direct Operating expenses include costs paid for custom farming (the majority of which is incurred in Arizona for produce crops), equipment rental and lease expenses (including lease payments to John Deere), fuel and lubrication associated with seeding the 2026 crop and wages and benefits.
4. Operating overhead includes the cost of the Group's corporate insurance premiums, lease and crop share payments for the 2026 growing season and to third parties for rented acres, property taxes and professional services fees associated with the Group's operations.
5. General AP/Visa includes other miscellaneous expenses and estimated costs associated with the Group's Visa cards.
6. Capex associated with ongoing projects required to meet the Group's revenue projections for 2026.
7. Interest costs apply only to the Group's Senior Facilities Agreement that continue to accrue interest on outstanding borrowings on a monthly basis and paid quarterly.
8. Restructuring costs consist of professional fees to be incurred as part of the CCAA Proceedings and U.S. Chapter 15 recognition including the Applicants' legal counsel, the Monitor, the Monitor's legal counsel, the DIP Lender's counsel and the Syndicate's

Financial Advisor. These costs reflect forecast professional time and may vary depending on the complexity of the CCAA proceedings and the involvement of each individual professional firm involved. The assumptions also include the expected catch-up payments toward outstanding arrears owed by the Applicants'.

9. Asset sales relating to existing sales transactions expected to close within the Forecast Period and contemplated to be repaid under the Capital Facility pursuant to the DIP Term Sheet.

10. Draws under the DIP Facility required to fund the Applicants' operations during the Forecast Period.

11. Opening cash is approximately $10.9 million for the Group as at May 23, 2026.

UNAUDITED CASH FLOW FORECAST PREPARED BY MANAGEMENT, MUST BE READ IN CONJUNCTION WITH THE NOTES AND ASSUMPTIONS

EXHIBIT 4

COURT FILE NUMBER	2601-07148	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended	
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.	
APPLICANTS	MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.	
DOCUMENT	**ORDER RE APPROVAL OF SISP AND EXPEDITED SAVO PROCESS**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Suite 3700, Bankers Hall West 888 3rd Street SW Calgary, Alberta, T2P 5C5 Telephone: (403) 351-2920 Facsimile: (403) 648-1151 Email: joliver@cassels.com / dmarechal@cassels.com / mclarksonmaciel@cassels.com File No.: 063030-01 Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel	

JUDICIAL CENTRE OF CALGARY
FILED DIGITALLY
2601 07148
Jun 15, 2026
9:01 AM
CLERK OF THE COURT

DATE ON WHICH ORDER WAS PRONOUNCED: June 12, 2026
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice R.W. Armstrong
LOCATION OF HEARING: Calgary, Alberta

UPON the application (the "**Application**") of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the "**Applicants**") for an order, among other things: (i) approving the SISP; and (ii) approving an expedited sale approval and vesting order process; **AND UPON** having read the Application; the Affidavit of Darrel Noel Monette sworn April 17, 2026; the Third Affidavit of Darrel Noel Monette, sworn June 1, 2026; the Bench Brief of the Applicants dated June 1, 2026; and the Affidavit of Service of Angeline Gagnon, sworn June 12, 2026; **AND UPON** reading the Second Report of the Monitor dated June 4, 2026; **AND UPON** hearing the submissions of counsel for the Applicants, and anyone else appearing for any other person on the service list;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application for this Order is hereby abridged and deemed good and sufficient and this Application is properly returnable today.

DEFINED TERMS

2. Capitalized terms have the same meaning as in the ARIO or the SISP attached as Schedule "B" to this Order unless otherwise defined.

3. For the purposes of this Order:

(a) "**Applicants**" has the meaning ascribed to it in the preamble;

(b) "**ARIO**" has the meaning ascribed to it in the preamble;

(c) "**Canadian Lands**" means any real property legally or beneficially owned by any of the Group and located anywhere in Canada, except for those located in the province of Alberta;

(d) "**Court**" means the Court of King's Bench of Alberta;

(e) "**DIP Agent**" has the meaning ascribed to it in the Term Sheet;

(f) "**Encumbrances**" means 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, including, without limiting the generality of the foregoing, any encumbrances or charges created by the ARIO or any other order of the Court in these Proceedings, any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), the *Personal Property Security Act* (British Columbia), *The Personal Property Security Act* (Saskatchewan), *The Personal Property Security Act* (Manitoba), or any other personal property registry system or any liens or claims of lien under the *Prompt Payment and Construction Lien Act* (Alberta), the *Builders Lien Act* (British Columbia), *The Builders' Lien Act* (Saskatchewan) or *The Builders' Lien Act* (Manitoba);

(g) "**Encumbrance Record Date**" means (i) June 9, 2026 for all Canadian Lands located in Manitoba and Saskatchewan; and (ii) June 10, 2026 for all Canadian Lands located in British Columbia;

(h) "**Existing Senior Secured Lenders**" has the meaning ascribed to it in the Term Sheet;

(i) "**Existing Senior Secured Credit Agreement**" has the meaning ascribed to it in the Term Sheet;

(j) "**Expedited SAVO**" has the meaning ascribed to it in paragraph 11;

(k) "**Expedited SAVO Application**" has the meaning ascribed to it in paragraph 11;

(l) "**Expedited SAVO Application Materials**" has the meaning ascribed to it in paragraph 13;

(m) "**Expedited SAVO Process**" has the meaning ascribed to it in paragraph 9;

(n) "**Expedited Transaction**" has the meaning ascribed to it in paragraph 9;

(o) "**Group**" means the Applicants together with Monette Farms Land LP, Monette Farms Land II LP, and Monette Farms BC LP;

(p) "**Leasehold Interest**" means any interest in the Canadian Lands held by a tenant under a lease evidenced by registrations pursuant to the *Land Titles Act* (Alberta), *The Land Titles Act, 2000* (Saskatchewan), *The Real Property Act* (Manitoba), *Land Title Act* (British Columbia) or any other real property registry system;

(q) "**Leasehold Interest Holder**" means any holder of a Leasehold Interest;

(r) “**Lender Agent**” means The Bank of Nova Scotia, in its capacities as DIP Agent and Existing Senior Secured Agent;

(s) “**Monitor**” has the meaning ascribed to it in the preamble;

(t) “**Proceedings**” means the within proceedings commenced in the Court under Court File No. 2601-07148;

(u) "**Property**" shall have the meaning ascribed to it in paragraph 6;

(v) “**Property Broker**” means a licensed real estate broker engaged by the Group in accordance with the SISP;

(w) “**PSA**” has the meaning ascribed to it in paragraph 9;

(x) "**Sale Endorsement Certificate**" has the meaning ascribed to it in paragraph 10;

(y) “**SAVO Application Reply Materials**” has the meaning ascribed to it in paragraph 13;

(z) “**Service List**” means the service list created in the Proceedings as at the Encumbrance Record Date attached as Schedule “A” to this Order;

(aa) “**SISP**” means sale and investment solicitation process attached as Schedule “B” to this Order;

(bb) “**Subsequent Encumbrance**” means an Encumbrance registered against the Certificate of Title to Canadian Lands which is the subject of an Expedited SAVO Application after the Encumbrance Record Date;

(cc) “**Subsequent Encumbrance Holder**” means the holder of a Subsequent Encumbrance;

(dd) "**Successful Bid**" has the meaning ascribed to it in the SISP;

(ee) "**Term Sheet**" means the debtor-in-possession financing term sheet attached as Appendix "C" to the Pre-Filing Report of the Proposed Monitor dated April 18, 2026; and

(ff) "**Transaction**" has the meaning ascribed to it in paragraph 6.

APPROVAL OF SALE AND INVESTMENT SOLICITATION PROCESS

4. The SISP (in substantially the form attached as Schedule “B” hereto) is hereby approved, and the Group and Monitor are hereby empowered and authorized to conduct and implement the SISP and

do all things that are reasonably necessary to conduct and give full effect to the SISP and carry out their obligations thereunder, including taking any additional steps or executing additional documents as may be necessary or desirable to carry out and complete the SISP.

5. The Property Brokers and Monitor shall incur no liability or obligation whatsoever to any person or party for any act or omission related to the SISP, except to the extent such act or omission is the result of gross negligence or wilful misconduct of the Property Brokers or the Monitor, as applicable.

6. In connection with the SISP and pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Monitor and/or the Applicants are authorized and permitted to disclose personal information of identifiable individuals to prospective purchasers or offerors and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more transactions (each a "**Transaction**") in keeping with the SISP. Each prospective purchaser or offeror to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to the Monitor; (ii) destroy all such information; or (iii) in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The purchaser of any Property (as defined in the SISP) shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Monitor, or ensure that other personal information is destroyed.

LENDER AGENT CONSENTS AND APPROVALS

7. As between the Lender Agent, the DIP Lenders and the Existing Senior Secured Lenders, where the consent or approval of the Lender Agent is required for any purpose under the SISP, the Lender Agent is hereby authorized to grant or withhold such consent or approval in its sole discretion, except as provided in paragraph 8 below.

8. Notwithstanding paragraph 7 above, prior to granting or withholding its consent or approval in connection with the designation of any Successful Bid where the aggregate transaction value is equal to or greater than $10,000,000, the Lender Agent shall obtain the prior approval of the Majority DIP Lenders (as defined in the Term Sheet) and the Majority of the Lenders (as defined in the Existing Senior Secured Credit Agreement).

EXPEDITED SALE APPROVAL AND VESTING ORDER PROTOCOL

9. Upon the designation of a Successful Bid pursuant to the SISP in respect of a proposed expedited transaction (the "**Expedited Transaction**") for the sale of any of the Canadian Lands for an

aggregate sale price equal to or less than $30,000,000, and the entry by any entity in the Group into a purchase and sale agreement (each, a "**PSA**") then upon the written consent of the Monitor and the Lender Agent, the Group and the Monitor shall be empowered and authorized to take the steps described below in paragraphs 10 to 19 hereof (the "**Expedited SAVO Process**") in respect of the Expedited Transaction.

10. If the conditions set out in paragraph 9 of this Order are satisfied, the Monitor shall deliver to the Group (for filing by the Group with this Court) a certificate (the "**Sale Endorsement Certificate**") substantially in the form appended to this Order as Schedule "C" hereto, whereby the Monitor:

(a) identifies any Subsequent Encumbrances registered against the Certificate(s) of Title to the real property to which the Sale Endorsement Certificate pertains;

(b) identifies any Leasehold Interests registered against the Certificate(s) of Title to the real property to which the Sale Endorsement Certificate pertains;

(c) certifies that the Expedited Transaction is a Land Purchase Proposal (as defined in the SISP) that has been designated as a Successful Bid and has been approved in writing by the Lender Agent; and

(d) certifies that the Expedited Transaction is a transaction for the sale of one or more of the Canadian Lands for an aggregate sale price equal to or less than $30,000,000.

11. Upon the Groups' receipt from the Monitor of a signed Sale Endorsement Certificate in respect of an Expedited Transaction, the Group shall be at liberty to file such signed Sale Endorsement Certificate (as applicable) with this Court in support of an application (the "**Expedited SAVO Application**") by the Group for an expedited Sale Approval and Vesting Order in respect of the Expedited Transaction, substantially in the form of the Sale Approval and Vesting Order attached to this Order as Schedule D" hereto (the "**Expedited SAVO**"). In support of the Expedited SAVO Application, the Group shall have leave to file with this Court a copy of the PSA pertaining to the Expedited Transaction with the purchase price (or any information which allows the reader to calculate the purchase price, such as the amount of any deposit) redacted therefrom.

12. The Expedited SAVO Application:

(a) subject to paragraphs 13 and 16 hereof, shall presumptively be a "without notice" application to take place without further notice to any party on the Service List other than the Monitor and the Lender Agent and without further notice to any party whose interests were registered against the Certificate(s) of Title to the real property to which the Expedited SAVO Application pertains (as of the Encumbrance Record Date);

(b) subject to paragraph 13 and 16 hereof, shall be adjudicated by the Court as a "desk application", without a hearing and by means of documents only, pursuant to Rule 6.9(1)(c) of the *Alberta Rules of Court*; and

(c) shall be referred by the Calgary Commercial Coordinator for adjudication by the Honourable Justice R.W. Armstrong (subject to Justice R.W. Armstrong's availability) or, in circumstances in which the Honourable Justice R.W. Armstrong is unavailable, to another Justice of this Court assigned to the Calgary or Edmonton Commercial List. For greater certainty, Justice R.W. Armstrong is not seized of the overall administration of these CCAA proceedings. Applications brought by any party in these CCAA proceedings, other than those desk applications contemplated in paragraph 12(b), may be determined by any other Justice of this Court assigned to the Calgary or Edmonton Commercial List.

NOTICE TO HOLDERS OF SUBSEQUENT ENCUMBRANCES

13. In the event that a Subsequent Encumbrance is registered against the Certificate(s) of Title to the Canadian Lands which is the subject of an Expedited SAVO Application, then in addition to serving the Monitor and the Lender Agent in accordance with paragraph 12(a), the Group shall also serve any such Subsequent Encumbrance Holder with the Expedited SAVO Application and materials filed in support thereof, save and except for any confidential materials which the Group may seek to file with this Court on a redacted or sealed basis (collectively, the "**Expedited SAVO Application Materials**"). The Subsequent Encumbrance Holder(s) shall have seven days, from and after the date on which it is served with the Expedited SAVO Application Materials by the Group (the "**Service Date**"), within which to serve upon the Group, the Monitor, the Lender Agent and the Leasehold Interest Holder (if applicable) and to file with this Court materials in reply to the Expedited SAVO Application Materials (the "**SAVO Application Reply Materials**").

14. In the event that a Subsequent Encumbrance Holder, having been served with the Expedited SAVO Application Materials, serves SAVO Application Reply Materials upon the Group, the Monitor, the Lender Agent and the Leasehold Interest Holder (if applicable) and files with this Court the SAVO Application Reply Materials on or before the seventh day following the Service Date, then such SAVO Application Reply Materials shall be considered by the Court in adjudicating the Expedited SAVO Application.

15. In the event that a Subsequent Encumbrance Holder, having been served with the Expedited SAVO Application Materials, fails, on or before the seventh day following the Service Date, to serve SAVO Application Reply Materials upon the Group, the Monitor, the Lender Agent and the Leasehold Interest Holder (if applicable) and to file with this Court the SAVO Application Reply Materials, then the Expedited SAVO Application shall proceed to be adjudicated by the Court as a "desk

application", without a hearing and by means of documents only, pursuant to Rule 6.9(1)(c) of the *Alberta Rules of Court* and without further notice to such Subsequent Encumbrance Holder.

NOTICE TO HOLDERS OF LEASEHOLD INTERESTS

16. In the event that (i) a Leasehold Interest is registered against the Certificate(s) of Title to the Canadian Lands, which is the subject of an Expedited SAVO Application, and (ii) the Expedited SAVO Application seeks to discharge or terminate such Leasehold Interest, then in addition to serving the Monitor and the Lender Agent in accordance with paragraph 12(a), the Group shall also serve any such Leasehold Interest Holder with the Expedited SAVO Application Materials. The Leasehold Interest Holder shall have seven days, from and after the Service Date, within which to serve upon the Group, the Monitor, the Lender Agent and Subsequent Encumbrance Holder (if applicable) and to file with this Court any SAVO Application Reply Materials.

17. For greater certainty, the Group is not required to serve a Leasehold Interest Holder with the Expedited SAVO Application Materials unless the Expedited SAVO Application seeks to discharge or terminate the applicable Leasehold Interest.

18. In the event that a Leasehold Interest Holder, having been served with the Expedited SAVO Application Materials, serves SAVO Application Reply Materials upon the Group, the Monitor, the Lender Agent and Subsequent Encumbrance Holder (if applicable) and files with this Court the SAVO Application Reply Materials on or before the seventh day following the Service Date, then such SAVO Application Reply Materials shall be considered by the Court in adjudicating the Expedited SAVO Application.

19. In the event that a Leasehold Interest Holder, having been served with the Expedited SAVO Application Materials, fails, on or before the seventh day following the Service Date, to serve SAVO Application Reply Materials upon the Group, the Monitor, the Lender Agent and Subsequent Encumbrance Holder (if applicable) and to file with this Court the SAVO Application Reply Materials, then the Expedited SAVO Application shall proceed to be adjudicated by the Court as a "desk application", without a hearing and by means of documents only, pursuant to Rule 6.9(1)(c) of the *Alberta Rules of Court* and without further notice to such Leasehold Interest Holder.

MISCELLANEOUS

20. 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 Group, the Monitor, or any of their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and

administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Group and the Monitor as may be necessary or desirable to give effect to this Order or to assist the Group, the Monitor, or their respective agents in carrying out the terms of this Order.

21. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

(i) the persons listed on the Service List created in these Proceedings;

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

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

(b) posting a copy of this Order on the Monitor's website at: http://cfcanada.fticonsulting.com/MonetteFarms,

and service on any other person is hereby dispensed with.

22. Service of this Order 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 King's Bench of Alberta

Schedule A

COURT FILE NUMBER	2601-07148
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended AND IN THE MATTER OF THE COMPROMISE OR PLAN OF ARRANGEMENT OF MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.
APPLICANTS	MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.
DOCUMENT	**SERVICE LIST** **(Updated as of June 10, 2026)**

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
CASSELS BROCK & BLACKWELL LLP Suite 3700, Bankers Hall West 888 3rd Street SW Calgary, Alberta, T2P 5C5 **Jeff Oliver** joliver@cassels.com **Danielle Marechal** dmarechal@cassels.com **Matteo Clarkson-Maciel** mclarksonmaciel@cassels.com **Danica Jorgenson** djorgenson@cassels.com **Kamryn Wiest** kwiest@cassels.com **Angeline Gagnon** agagnon@cassels.com	Email	*Counsel to the Applicants*
MONETTE FARMS Box 1298 Swift Current, SK S9H 3X4 **Darrel Monette** darrel@monettefarms.ca **David Kemp** david@monettefarms.ca **Jesse Lyons** jesse@monettefarms.ca	Email	*The Applicants*
KOBRE & KIM 800 Third Avenue New York, New York 10022 **Daniel J. Saval** Daniel.saval@kobrekim.com **John Conte** John.conte@kobrekim.com	Email	*US Counsel to the Foreign Representative*

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
FTI CONSULTING CANADA INC. 520 Fifth Avenue S.W. Suite 1610 Calgary, Alberta T2P 3R7 **Dustin Olver** Dustin.Olver@fticonsulting.com **Brett Wilson** Brett.Wilson@fticonsulting.com **Deryck Helkaa** Deryck.helkaa@fticonsulting.com **Hassan Tariq** Hassan.tariq@fticonsulting.com	Email	*Monitor*
OSLER, HOSKIN & HARCOURT LLP 225 6 Ave SW Suite 2700 Calgary, AB T2P 1N2 **Randal Van de Mosselaer** rvandemosselaer@osler.com **Marc Wasserman** mwasserman@osler.com **Emily Paplawski** epaplawski@osler.com	Email	*Counsel to FTI Consulting Canada Inc.*

PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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SCHEDULE "B"

SALE AND INVESTMENT SOLICITATION PROCEDURES

Monette Farms Ltd. and Related Entities

INTRODUCTION

1. On April 21, 2026, the Court of King's Bench of Alberta (the "**Court**") granted an initial order (as may be amended and restated from time to time, the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1986, as amended (the "**CCAA**") in respect of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE Inc., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the "**Applicants**"). The Applicants, together with Monette Farms Land LP, Monette Farms Land II LP, and Monette Farms BC LP, form the "**Group**". The Initial Order, among other things, appointed FTI Consulting Canada Inc. as monitor (in such capacity, the "**Monitor**") of the Applicants. Capitalized terms used but not defined herein have the meaning ascribed to them in the Initial Order.

2. Pursuant to the Initial Order, the Group entered into a $90 million debtor-in-possession financing term sheet (the "**Term Sheet**") with a syndicate of lenders (the "**DIP Lenders**") and The Bank of Nova Scotia, in its capacity as agent for the DIP Lenders (in such capacity, the "**DIP Agent**"). The Term Sheet set certain restructuring milestones, including the implementation of a sale and investment solicitation process (the "**SISP**").

3. On May 1, 2026, the Court granted an amended and restated initial order (the "**ARIO**").

4. On June 12, 2026, the Court granted an order (the "**SISP Approval Order**") which, among other things: (a) approved the SISP for the marketing and sale of, or investment in, all or substantially all of the Group's business and assets or any portion thereof (collectively, the "**Property**") in accordance with these sale and investment solicitation procedures (the "**SISP Procedures**"); (b) authorized the Monitor to conduct the SISP in consultation with the Group, the Property Brokers (as defined below), and The Bank of Nova Scotia, in its capacities as DIP Agent and Existing Senior Secured Agent (as defined in the Term Sheet) (in such capacities, together, the "**Agent**"); and (c) approved an expedited process for obtaining Court approval of certain Successful Bid(s) if certain conditions are met.

5. The SISP and the SISP Approval Order shall exclusively govern the process for soliciting and selecting bids for the sale of all, substantially all, or one or more portions of the Property, and for the restructuring, recapitalization, or refinancing of the Group and their business (each, a "**Transaction**"). The SISP herein sets out the manner in which: (a) binding offers for executable Transactions involving the business and/or all, substantially all or any portion of the Property of the Group will be solicited from interested parties (the "**Opportunity**"); (b) any such offers received will be addressed; (c) any Successful Bid (as defined below) will be selected; and (d) Court approval of any Successful Bid will be sought.

6. The SISP will be conducted by the Monitor in the manner set forth herein and in accordance with the SISP Approval Order. In the event of any disagreement as to the

interpretation or application of the SISP, the Court will have exclusive jurisdiction to hear and resolve such dispute.

OPPORTUNITY

7. The Opportunity may include one or more of a refinancing, restructuring, recapitalization, or other form of reorganization of the business and affairs of the Group as a going concern, or a sale of all, substantially all, or one or more portions of the Property as a going concern or otherwise. In particular, interested parties may submit proposals to:

   (a) acquire all or substantially all or a portion of the Property other than any Brokered Property subject to a Land Purchase Proposal (a "**Sale Proposal**");

   (b) acquire all, substantially all or a portion of any Brokered Property (a "**Land Purchase Proposal**");

   (c) make an investment in the business of the Group, which may include a restructuring, recapitalization, or other form of reorganization of the business and affairs of the Group as a going concern, together with a plan of compromise or arrangement pursuant to the CCAA (an "**Investment Proposal**"); or

   (d) propose a refinancing of all obligations and liabilities owing by the Group under the Existing Senior Secured Credit Agreement and any other funded indebtedness (each, a "**Refinancing Proposal**").

8. The Monitor, with the assistance of the Group and the applicable Property Brokers, intends to provide all qualified interested parties with an opportunity to participate in the SISP.

PROPERTY AND LISTING ARRANGEMENTS

9. The Property includes farmland, agricultural operations, seed processing facilities, produce operations, cattle ranching operations, and related assets located across the provinces of Saskatchewan, Manitoba, and British Columbia, and the states of Montana, Colorado, and Arizona, or elsewhere. The SISP will solicit interest in the Property in the manner described herein.

10. The Group shall retain one or more licensed real estate brokers in each applicable jurisdiction (the "**Property Brokers**"), on terms and conditions satisfactory to the Monitor and the Agent, by no later than June 15, 2026.

11. The Group will instruct the Property Brokers to list, by no later than June 29, 2026, all of the Group's farmland and related Property located in Saskatchewan, Manitoba, British Columbia, Montana, Arizona, and Colorado (each a "**Brokered Property**" and, collectively, the "**Brokered Properties**") at list prices established from time to time in consultation with the applicable Property Broker, in accordance with paragraph 12 hereof, and with the prior approval of the Monitor, the Group and the Agent.

12. The Group shall require the applicable Property Brokers to provide written market evaluation reports and customary analysis with respect to each Brokered Property (collectively, the "**Broker Materials**") which shall include, among other things: (i) a summary of relevant comparable sales and prevailing market conditions; (ii) such Property Broker's recommended listing price based on market comparables and industry-recognized brokerage and appraisal practices; and (iii) such Property Broker's

assessment of the listing strategy with respect the applicable Brokered Property taking into account the Binding Bid Deadline (as defined below). The Group shall provide all Broker Materials to the Monitor, the Syndicate's Financial Advisor and the Agent on a timely basis. The Syndicate's Financial Advisor may request and shall be entitled to attend meetings arranged by the Group with the Property Brokers concerning listing strategy, listing price or to review expressions of interest or Binding Bids (as defined below).

13. All inquiries and formal offers in respect of the Property shall be directed to the Monitor and the applicable Property Broker.

“AS IS, WHERE IS” BASIS

14. Except to the extent otherwise set forth in a definitive sale or investment agreement with a Successful Bidder (as defined below), any Transaction will be completed: (i) with Court approval; or (ii) pursuant to paragraph 34 below, and in each case, on an “as is, where is” basis and without surviving representations, warranties, covenants, or indemnities of any kind, nature, or description by the Group, the Property Brokers, the Monitor, or any of their respective affiliates, agents, advisors, estates, or professionals. In the event of a sale, all right, title, and interest of the Applicants in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests pursuant to Court order.

TIMELINE

15. The SISP shall commence on or before June 29, 2026 (the “**Commencement Date**”) and the SISP will comply with the milestones set out in Schedule J to the Term Sheet (the “**DIP Milestones**”). The various deadlines herein may be extended at the discretion of the Monitor, in consultation with the Group, the applicable Property Brokers and with the prior written consent of the Agent.

16. The SISP will continue until the earlier of: (i) 11:59 p.m. on the date after the Group fully repays the DIP Obligations and Existing Senior Secured Obligations (each as defined in the Term Sheet); and (ii) 12:00 p.m. (Mountain Time) on November 30, 2026, (which may be extended only with the prior written consent of the Monitor and the Agent) (the “**SISP Termination Date**”).

PRE-MARKETING STAGE

17. As part of the solicitation of Investment Proposals, Refinancing Proposals or Sale Proposals, the Monitor shall, prior to, or as of, the Commencement Date and in consultation with the Group, the applicable Property Brokers, the Agent and the Syndicate's Financial Advisor:

(a) prepare a process summary to be shared with Known Potential Bidders (as defined below) and other parties interested in the aforementioned proposals (the “**Teaser Letter**”) describing the Opportunity, outlining the process under the SISP, and inviting recipients to express their interest pursuant to the SISP;

(b) prepare a non-disclosure agreement, which shall enure to the benefit of any purchaser of the business or Property, or any portion thereof (the “**NDA**”) to access certain confidential information in the Data Room (defined below) necessary for those aforementioned proposals;

(c) prepare a confidential information memorandum (the “**CIM**”); and

(d) gather and review all required due diligence material to be provided to interested parties and shall establish a secure, electronic data room (the "**Data Room**"), which will be maintained and administered by the Monitor during the SISP.

18. The CIM will specifically stipulate that the Monitor, the Group, the Property Brokers, and each of their respective advisors make no representation or warranty as to the accuracy or completeness of the information contained in the CIM, the Data Room, or made available pursuant to the SISP or otherwise, except to the extent expressly contemplated in any definitive agreement with a Successful Bidder.

19. The Monitor, in consultation with the Group and the Agent, will prepare a list of potential bidders, prospective land purchasers, and refinancing sources, including: (a) parties that have approached the Group, the Agent or the Monitor indicating an interest in the Opportunity; and (b) local, national, and international strategic and financial parties who the Group, the Agent or the Monitor believe may be interested in purchasing all or part of the Property, investing in the Applicants or refinancing the Existing Senior Secured Obligations pursuant to the SISP (collectively, "**Known Potential Bidders**").

MARKETING STAGE

20. As soon as reasonably practicable after the Commencement Date, and in any event by no later than June 29, 2026, the Monitor shall:

(a) ensure that the Property Brokers have commenced listing and marketing of the Brokered Properties;

(b) arrange for a notice of the SISP (the "**Notice**") to be published in such newspapers, trade publications, or other media as the Group, in consultation with the Monitor and the Agent, considers appropriate; and

(c) send the Teaser Letter and NDA to all Known Potential Bidders, and to any other party who responds to the Notice or who is identified as a potential bidder, as soon as reasonably practicable after such identification or request.

Access to Confidential Information for the Purposes of Developing an Investment Proposal, Sale Proposal, or Refinancing Proposal

21. As part of solicitation of Investment Proposals, Sale Proposals, or Refinancing Proposals, the Monitor will send the CIM and grant access to the Data Room to those parties who have executed and delivered an NDA to the Monitor, as soon as reasonably practicable after such execution and delivery.

22. Requests for information and Data Room access will be directed to the Monitor with a copy to Darrell Bishop on behalf of the Group (the "**Group Representative**"), at the addresses specified in Schedule "A" hereto. All printed information shall remain the property of the Group and, if requested, shall be returned without further copies being made and/or destroyed, with an acknowledgement that all such material has been returned and/or destroyed and that no electronic information has been retained.

23. Any party wishing to participate in the SISP (a "**Potential Bidder**") by making an Investment Proposal, Sale Proposal, or Refinancing Proposal must, prior to being given any additional confidential information (such as the CIM or access to the Data Room), provide to the Monitor, copying the Group Representative:

(a) an executed NDA, which shall inure to the benefit of any ultimate Successful Bidder; and

(b) a letter (the "**Interest Letter**") setting forth: (i) the identity of the Potential Bidder; (ii) the contact information for such Potential Bidder; (iii) full disclosure of the direct and indirect principals and beneficial owners of the Potential Bidder; and (iv) evidence of financial wherewithal to close a Transaction.

24. The Monitor, in consultation with the Group, shall, in its reasonable business judgment and subject to competitive and other business considerations, afford each Potential Bidder who has signed and delivered the NDA and Interest Letter access to such due diligence material and information relating to the Group and the Property as the Monitor deems appropriate. Neither the Monitor nor the Group will be obligated to furnish any information relating to the Group or the Property to any person other than to Potential Bidders. For the avoidance of doubt, selected due diligence materials may be withheld from certain Potential Bidders if the Monitor, in consultation with the Group and the Agent, determines such information to represent proprietary or sensitive competitive information.

Land Purchase Proposals

25. Any party wishing to participate in the SISP by making a Land Purchase Proposal may do so by contacting the Monitor or the applicable Property Brokers for additional information about the Property. A prospective participant seeking to make a Land Purchase Proposal or multiple Land Purchase Proposals is not required to enter into an NDA or access the Data Room, unless it explicitly makes a request to access the Data Room.

Information Provided for Proposals Generally

26. Neither the Monitor nor the Group are responsible for, and will bear no liability with respect to, any information provided and obtained by any party in connection with the sale of the Property or any Investment Proposal, Land Purchase Proposal, Sale Proposal or Refinancing Proposal and make no representation or warranty with respect to the accuracy or completeness thereof. Potential Bidders must rely solely on their own independent review, investigation, and/or inspection of all information and of the Property in connection with their participation in the SISP and any Transaction they enter into.

OFFER SUBMISSION AND EVALUATION

Binding Bids

27. Potential Bidders that wish to make a formal proposal (each, a "**Bidder**") shall submit a binding bid (a "**Binding Bid**") that complies with all of the following requirements to the Monitor, the Group Representative and the applicable Property Brokers at the addresses specified in Schedule "A" hereto (including by email):

(a) the Binding Bid must be a binding offer in respect of a Sale Proposal, Land Purchase Proposal, Refinancing Proposal, or an Investment Proposal, and in each case, delivered in the form of a signed agreement based upon the relevant template transaction agreement, to the extent made available, included in the Data Room, with all exhibits and schedules thereto completed (a "**Definitive Transaction Agreemen**t") and accompanied by: (i) a blackline against the relevant template prepared by the Monitor (if any); and (ii) a letter stating that the Binding Bid is irrevocable until the selection of Successful Bidders (as defined below), or until a Backup Bidder (as defined below) is engaged, as applicable, provided that if such Bidder is selected as a Successful Bidder or a Backup Bidder, its offer shall remain irrevocable until closing of the Transaction;

(b) the Binding Bid is accompanied by written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed Transaction, that will allow the Monitor to make a determination as to the Bidder's financial and other capabilities to consummate the proposed Transaction;

(c) the Binding Bid is not conditional on the outcome of unperformed due diligence by the Bidder;

(d) the Binding Bid fully discloses the identity of each entity that will be entering into the Transaction and the financing of such Transaction, or that is otherwise participating or benefiting from such Binding Bid;

(e) in the case of a Land Purchase Proposal to be listed by and sold through a Property Broker, the Binding Bid includes:

(i) to the extent the Binding Bid is in respect of any Brokered Property located in Saskatchewan or Manitoba, evidence satisfactory to the Monitor that the Potential Bidder is eligible to acquire such Brokered Property under applicable provincial legislation, including the *Saskatchewan Farm Security Act* (Saskatchewan) and the *Farm Lands Ownership Act* (Manitoba);

(ii) the purchase price for the applicable Brokered Property;

(iii) a description of the Brokered Property (including parcel identification or legal description, to the extent available) to be acquired;

(iv) a description of the manner in which the purchase price will be funded, including whether the offer is conditional upon financing and, if so, the material terms of such financing;

(v) a description of the conditions and approvals required for a final and binding offer and to close the Transaction;

(vi) an acknowledgment that the Binding Bid is capable of being completed in accordance with the timelines contemplated by the SISP; and

(vii) a commitment by the Bidder to provide a deposit in the amount of not less than five percent (5%) of the purchase price offered, to be paid upon selection as the Successful Bidder, which deposit shall be held by the Monitor and applied or refunded, as applicable, in accordance with paragraph 43 hereof.

For greater certainty, a Land Purchase Proposal may be submitted in the form of a customary agreement of purchase and sale or offer to purchase.

(f) in the case of a Sale Proposal, the Binding Bid includes:

(i) to the extent the Binding Bid is in respect of any Property located in Saskatchewan or Manitoba, evidence satisfactory to the Monitor that the Potential Bidder is eligible to acquire such Property under applicable provincial legislation, including the *Saskatchewan Farm Security Act* (Saskatchewan) and the *Farm Lands Ownership Act* (Manitoba);

(ii) the purchase price (by asset type and entity, as applicable) and a description of any non-cash consideration, including details of any liabilities to be assumed by the Bidder and key assumptions supporting the valuation;

(iii) a description of each component of the Property expected to be subject to the Transaction and any Property expected to be excluded;

(iv) a specific indication of the financial capability of the Bidder and the manner in which the Transaction will be funded;

(v) a description of the conditions and approvals required for a final and binding offer and to close the Transaction;

(vi) a description of the liabilities and obligations which the Bidder intends to assume and those which it does not intend to assume;

(vii) any other terms or conditions of the Sale Proposal that the Bidder considers material; and

(viii) a commitment by the Bidder to provide a deposit upon the selection as the Successful Bidder in the amount of not less than five percent (5%) of the purchase price offered, which deposit shall be held by the Monitor and applied or refunded, as applicable, in accordance with paragraph 43 hereof.

(g) in the case of an Investment Proposal, the Binding Bid includes:

(i) a description of how the Bidder proposes to structure the proposed investment, restructuring, recapitalization, or reorganization, and a description of any non-cash consideration;

(ii) the aggregate amount of equity and/or debt investment to be made in the business of the Group;

(iii) the underlying assumptions regarding the pro forma capital structure;

(iv) a specific indication of the sources of capital and the structure and financing of the Transaction;

(v) a description of the conditions and approvals required to complete the closing of the Transaction;

(vi) a commitment that all Existing Senior Secured Obligations and DIP Obligations shall be indefeasibly repaid in full in cash on closing;

(vii) a description of those liabilities and obligations which the Bidder intends to assume and those it does not; and

(viii) a commitment by the Bidder to provide a deposit in the amount of not less than five percent (5%) of the total new investment contemplated, to be paid fifty percent (50%) upon submission of the Binding Bid and fifty percent (50%) upon selection as the Successful Bidder or a Backup Bidder, as applicable, which deposit shall be held by the Monitor and applied or refunded, as applicable, in accordance with paragraph 43 hereof.

(h) the Binding Bid includes acknowledgements and representations of the Bidder that: (i) it has had an opportunity to conduct any and all due diligence regarding the Property and the Group prior to making its offer; (ii) it has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Property in making its Binding Bid; and (iii) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether expressed, implied, statutory, or otherwise, regarding the Group or the Property, or the accuracy or completeness of any information provided in connection therewith, except as expressly stated in the Definitive Transaction Agreement;

(i) all required corporate approvals of the Bidder will have been obtained prior to submission of the Binding Bid;

(j) the Binding Bid is received by no later than October 15, 2026 (the "**Binding Bid Deadline**"); and

(k) the Binding Bid contemplates Court approval.

28. Bidders are encouraged to submit Binding Bids as soon as possible and, in any event, no later than the Binding Bid Deadline. The Monitor shall hold all Binding Bids received until September 1, 2026 prior to designating any Binding Bid as a Successful Bid (as defined below) in accordance with these SISP Procedures, unless the Monitor, the Agent and the Group agree that a Binding Bid should be designated as a Successful Bid prior to such date. The Group shall seek Court approval of any Successful Bids as soon as practicable and, in any event, no later than:

(a) October 31, 2026, with respect to Successful Bids submitted prior to or on September 1, 2026; and

(b) the SISP Termination Date, with respect to Successful Bids submitted after September 1, 2026, and prior to the Binding Bid Deadline.

29. A Binding Bid may not require any break fee or reimbursement of expenses associated with submitting the Binding Bid, conducting due diligence in respect thereof, or otherwise.

30. The Monitor, in consultation with the Group, the applicable Property Brokers and the Agent, may waive strict compliance with any one or more of the requirements specified above and deem such non-compliant Binding Bid to be a Qualified Bid (as defined below) only with the prior written consent of the Agent. For the avoidance of doubt, the completion of any Sale Proposal, Land Purchase Proposal, Investment Proposal or Refinancing Proposal shall be subject to the approval of the Court, and this requirement may not be waived.

Evaluation of Binding Bids and Selection of Successful Bid(s)

31. The Monitor, in consultation with the Group, the applicable Property Brokers (in the case of Land Purchase Proposals) and the Agent, will assess the Binding Bids received. The Monitor, with the consent of the Group and the Agent and in consultation with the applicable Property Brokers, may, based on the factors set out at paragraph 32 below, designate Binding Bids that comply with the foregoing requirements to be "**Qualified Bids**". Only Bidders whose bids have been designated as Qualified Bids ("**Qualified Bidders**") are eligible to become the Successful Bidder(s). The Monitor in consultation with the Group and the Agent, may negotiate any Qualified Bids, including requesting that such Qualified Bidders improve or modify the terms of their Qualified Bids.

32. A Qualified Bid will be evaluated based upon several factors including, without limitation: (i) the purchase price or investment amount and the net value provided by such bid relative to the Property's valuation or appraisals; (ii) the identity, circumstances, and ability of the Bidder to successfully complete such Transaction; (iii) the proposed Definitive Transaction Agreement and any accompanying transaction documents; (iv) the ability for the Group to achieve the DIP Milestones; (v) factors affecting the speed, certainty, and value of the Transaction; (vi) the assets included or excluded from the Transaction; (vii) the liabilities to be assumed; (viii) any restructuring costs; and (ix) the likelihood and timing of consummating such Transaction, each as determined by the Monitor, in consultation with the Group and the Agent.

33. The Monitor, in consultation with the Group, the applicable Property Brokers and the Agent, will:

    (a) review each Qualified Bid and Definitive Transaction Agreement;

    (b) with the prior written consent of the Agent and the Group, identify and select the highest or otherwise best Qualified Bid in respect of each component of the Property (each a "**Successful Bid**", and the Qualified Bidder making such bid, the "**Successful Bidder**"), and notify the Successful Bidder that its bid constitutes a Successful Bid; and

    (c) if the Monitor, with the prior written consent of the Agent and the Group, determines it to be appropriate, it may identify a particular bid other than the Successful Bid as a backup bid in respect of certain Property (each a "**Backup Bid**", and the Bidder making such bid, the "**Backup Bidder**"), and may notify the Backup Bidder accordingly.

34. Notwithstanding anything to the contrary in these SISP Procedures, if:

    (a) a Land Purchase Proposal for Brokered Property located in Canada has an aggregate cash purchase price equal to or less than CDN $30 million and is designated as a Successful Bid pursuant to the terms of these SISP Procedures; and

    (b) the Monitor and Agent provide their written consent to the Transaction referenced in paragraph 34(a);

then the Group may complete the Transaction referenced in paragraph 34(a) using the Expedited SAVO Process (as defined in the SISP Approval Order). For greater certainty, all sales of US Property shall require approval from the US Bankruptcy Court, in addition to any applicable Court approval, in each case on notice to all applicable parties.

35. Subject to paragraph 28, the Monitor may, at any time prior to the SISP Termination Date, with the prior written consent of the Agent and the Group and in consultation with the applicable Property Brokers, designate a Qualified Bid as a Successful Bid and notify the applicable Bidder accordingly, including on a rolling basis in respect of one or more portions of the Property, where the Monitor, the Group and the Agent, are satisfied that such Qualified Bid is sufficiently acceptable in all material respects having regard to the factors set out in paragraph 32. For greater certainty, the designation of a Successful Bid by the Monitor prior to the SISP Termination Date does not, in and of itself, require the SISP to be terminated, preclude the continued marketing of other portions of the Property, preclude the receipt and evaluation of other Binding Bids in accordance with this SISP, or preclude the acceptance of any other Sale Proposals, Investment Proposals, Refinancing Proposals or Land Purchase Proposals.

36. Where the Monitor designates a Successful Bid in respect of a particular portion of the Property prior to the Binding Bid Deadline: (a) the Binding Bid Deadline shall continue to apply in respect of all other portions of the Property not subject to such Successful Bid (unless extended or otherwise modified in accordance with these SISP Procedures); and (b) the Monitor may, in consultation with the Group, the applicable Property Brokers and the Agent, continue to solicit, receive, and evaluate Binding Bids in respect of the remaining Property, and may request clarification, improvements, or revisions to any Binding Bid, including with respect to any portion of the Property not yet the subject of a Successful Bid.

37. The Monitor may aggregate separate and non-overlapping Binding Bids from unaffiliated Bidders to create one or multiple parallel Qualified Bids.

38. The Monitor shall have no obligation to designate any Qualified Bid as a Successful Bid and reserves the right to reject any or all Qualified Bids. The Group and Monitor shall have no obligation to enter into a Definitive Transaction Agreement with any Bidder. Notwithstanding the foregoing, if the Monitor, after consulting with the Agent and the Group, determines that the Agent objects to the Monitor's determination not to designate a Qualified Bid as a Successful Bid, then the Monitor shall provide the Agent with at least ten (10) days prior written notice before taking any steps to (directly or indirectly) reject a Qualified Bid.

39. In the event that the Monitor does not receive consent from each of the Agent and the Group as to whether any bid should be designated as a Qualified Bid, a Successful Bid, or a Backup Bid, as applicable, the Monitor shall file one or more public or sealed reports with the Court setting out its findings, conclusions and recommendations in respect of whether or not such bid should be a Qualified Bid, a Successful Bid or a Backup Bid, as applicable.

Sale Approval Motion

40. The Group may at any time (in accordance with the deadlines set herein) apply to the Court (the "**Sale Approval Motion**") for orders approving any Successful Bids and authorizing the Applicants to enter into and perform all necessary agreements with respect to such Successful Bids from time to time. Subject only to paragraph 34, all Sale Approval Motions will be scheduled in consultation with the Monitor and the Agent in accordance with paragraph 28. Any Sale Approval Motion in respect of Property located in the United States shall include a corresponding motion or application to the

US Bankruptcy Court seeking approval of the applicable Transaction from the US Bankruptcy Court.

41. Unless the Group and Monitor provide earlier written notice, each Qualified Bid that has not been designated as a Successful Bid or a Backup Bid, shall remain open for acceptance with respect to the applicable Property until the earliest date applicable for such Property, being the date of Court approval of the applicable Transaction.

42. Any Backup Bids shall remain open for acceptance in the event that the Transaction contemplated in the Successful Bids fail to close on or before the Outside Date (as defined herein), for any reason whatsoever.

Deposits

43. All Deposits shall be retained by the Monitor in a non-interest-bearing trust account. The Deposit paid by Successful Bidders shall be applied against the purchase price upon closing of the applicable Transaction and shall be non-refundable except in the event of a material breach by the Group of its obligations under the terms of the SISP, failure by the Group to obtain Court approval of the applicable Transaction, or as otherwise provided in the applicable Definitive Transaction Agreement. Where applicable, Deposits received from Bidders before their selection as Successful Bidders or Backup Bidders where those Bidders are not selected as Successful Bidders or Backup Bidders shall be returned within five (5) business days of the date upon which the Court grants an order approving the Transaction over the Property subject to such applicable bid. If there are no Successful Bids, all Deposits shall be returned within five (5) business days of the SISP Termination Date.

Confidentiality and Access to Information

44. All discussions regarding a proposal or bid in the SISP should be directed through the Monitor and the applicable Property Brokers, copying the Group Representative. Under no circumstances should the management or employees of the Group be contacted directly without the prior consent of the Monitor and the Group Representative. Any such unauthorized contact could result in exclusion from the SISP.

45. Participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Bidders, Qualified Bids, the details of any bids submitted, or the details of any confidential discussions or correspondence between the Monitor and any other bidders or Potential Bidders in connection with the SISP. The Monitor may, however, with the consent of the applicable participants, disclose such information to other bidders for the purpose of seeking to combine separate bids. Further, the Monitor may disclose such information to the Agent in accordance with the terms of this SISP.

46. The Monitor and the Group shall provide the Agent and the Syndicate's Financial Advisor with regular updates with respect to the conduct of the SISP, including but not limited to:

(a) written notice of all expressions of interest received in respect of any Property, whether written or verbal as and when received;

(b) copies of all executed NDAs and Interest Letters as and when received;

(c) copies of all Binding Bids as and when received;

(d) bi-weekly written status reports summarizing, among other things: inquiries received, NDAs executed, Data Room access granted, site visits conducted, Binding Bids received, Qualified Bids designated, Successful Bids selected, and progress toward the DIP Milestones; and

(e) all Broker Materials, listing price recommendations, and any updates thereto.

47. The Monitor and the Group shall host a weekly update call with the Agent and the Syndicate's Financial Advisor to discuss the status of the SISP, progress toward the DIP Milestones, and any material developments in the SISP.

48. Any director, officer or member of the management team of the Group, or any related or associated person (each, an "**Insider**") that intends to participate in or support ("**Sponsor**") any Sale Proposal, Land Purchase Proposal, Investment Proposal or Refinancing Proposal submitted under the SISP, whether directly or indirectly, must disclose to the Monitor in writing any such intention. Where an Insider fails to make timely disclosure required by this paragraph the Monitor, in consultation with the Agent, may determine that the Insider is precluded from continuing to Sponsor any Bid submitted under the SISP. Upon receiving notice of an Insider's intention to Sponsor any Bid submitted under the SISP, or upon otherwise becoming aware of any such intention, the Monitor shall design and implement appropriate procedures for the SISP to limit the sharing of information with such Insider to ensure and preserve the fairness of the SISP, ensure the Insider's access to information is limited to that available to all Potential Bidders, Bidders, and Qualified Bidders, and implement other such measures as the Monitor considers appropriate. The Monitor shall disclose to the Court in a report filed in these CCAA proceedings any measures implemented pursuant to this paragraph. Nothing in this paragraph shall preclude the Group from exercising any consent or consultation right within this SISP in the selection of any Bid as a Successful Bid involving an Insider where the Monitor has implemented measures pursuant to this paragraph and the Monitor is satisfied that the applicable Insider has complied with all such measures.

Conduct of the SISP

49. The Monitor shall conduct the SISP in the manner set out in these SISP Procedures and in the SISP Approval Order, with the assistance of and the cooperation of the Group. The Monitor is entitled to receive all information in relation to the SISP from the Group.

50. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Group, the applicable Property Brokers, or the Monitor on the one hand and any Potential Bidder, Bidder, Qualified Bidder, or any other party on the other hand, other than as specifically set forth in a Definitive Transaction Agreement signed with the Group and/or the Monitor and approved by the Court.

51. Without limiting the preceding paragraph, neither the Group, the Property Brokers nor the Monitor shall have any liability whatsoever to any person or party, including without limitation any Potential Bidder, Bidder, Qualified Bidder, Successful Bidder, or any creditor or other stakeholder of the Group, for any act or omission related to the process contemplated by this SISP, except to the extent such act or omission is the result of gross negligence or wilful misconduct of the Monitor, the Property Brokers or the Group. By submitting a bid, each Potential Bidder, Bidder, Qualified Bidder, or Successful Bidder shall be deemed to have agreed that it has no claim against the

Group, the Property Brokers or the Monitor for any reason whatsoever, except to the extent such claim is the result of gross negligence or wilful misconduct of the Group, the Property Brokers or the Monitor.

52. Participants in the SISP are responsible for all costs, expenses, and liabilities incurred by them in connection with the submission of the entire process including any Binding Bid, due diligence activities, and any further negotiations or other actions, whether or not they lead to the consummation of a Transaction.

53. Notwithstanding the process and deadlines outlined above:

(a) the Monitor may at any time, in consultation with the Group and the applicable Property Brokers and with the prior written approval of the Agent: (i) pause, terminate, amend, or modify the SISP; (ii) remove any portion of the Property from the SISP; and (iii) establish further or other procedures for the SISP, provided that the parties identified in the service list in the CCAA proceedings shall be advised of any substantive modification to the procedures set forth herein and a copy thereof shall be posted on the Monitor's website; and

(b) the Group may at any time, with the approval of the Monitor and the Agent, bring a motion to the Court to seek approval of a sale of, or investment in, all or part of the Property or the business, whether or not such sale or investment is in accordance with the terms or timelines set out in the SISP.

54. The SISP shall terminate on the SISP Termination Date, unless extended with the prior written consent of the Monitor and the Agent.

55. The approvals required pursuant to the terms of this SISP are in addition to, and not in substitution for, any other approvals required by applicable law, including for greater certainty pursuant to the Term Sheet, in order to implement a Successful Bid.

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

SCHEDULE "A"

MONITOR, GROUP REPRESENTATIVE AND PROPERTY BROKER CONTACT INFORMATION

To the Monitor:
FTI Consulting Canada Inc.
520 Fifth Avenue S.W., Suite 1610
Calgary, Alberta T2P 3R7
Email: monettefarms@fticonsulting.com

To the Group Representative:
Darrell Bishop
Box 1298 Swift Current,
SK, Canada
S9H 3X4
Email: darrell.bishop@monettefarms.ca

To the Property Brokers (where applicable):

British Columbia
Colliers Macaulay Nicolls Inc.
1067 West Cordoba St, Suite 1100
Vancouver, BC V6C 1C7

Attention: Mark Lester, Hart Buck, & Matt Fawsitt
Email:mark.lester@colliers.com, hart.buck@colliers.com, matt.fawsitt@colliers.com

Arizona
Southwest Land Associates, LLC
PO Box 5700
Goodyear, AZ, US 85338

Attention: Charles (Charlie) Havranek
Email: ch@chazhavranek.com

Montana
Premier Land Company
1800 Minnesota Ave
Billings, MT, US 59101

Attention: Bryan Anderson & Corey Schultz
Email: bryan@premierlandcompany.com, corey@premierlandcompany.com

Colorado
Clark & Associates Land Brokers, LLC
PO Box 47
736 S. Main
Lusk, WY, US 82225

Attention: Cory Clark
Email: clark@clarklandbrokers.com

Saskatchewan

Hammond Realty (Sask)

Attention: Tim Hammond & Dallas Pike
Email: rim.hammond@hammondrealty.ca, dallas.price@hammondrealty.ca

Homelife Prairies Realty Inc.

Attention: Robert Young
Email: saskfarms@gmail.com

Manitoba

Sutton-Harrison Realty
99 18th Street
Brandon, MB R7A 0N2

Attention: Neil Fraser
Email: nfraser@sutton.com

Royal LePage Martin-Liberty Realty
633 18th Street
Brandon, MB R7A 5B3

Attention: Scott Tibble
Email: scotttibble@royallepage.ca

COURT FILE NUMBER	2601-07148
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.
APPLICANTS	MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.
DOCUMENT	**MONITOR'S SALE ENDORSEMENT CERTIFICATE**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Suite 3700, Bankers Hall West 888 3rd Street SW Calgary, Alberta, T2P 5C5 Telephone: (403) 351-2920 Facsimile: (403) 648-1151 Email: joliver@cassels.com / dmarechal@cassels.com / mclarksonmaciel@cassels.com File No.: 063030-01 Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel

SALE ENDORSEMENT CERTIFICATE NUMBER [●]

1. FTI Consulting Inc., in its capacity as court-appointed Monitor (in such capacity, the "**Monitor**") of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., Monette Farms BC GP Ltd. (collectively, the "**Applicants**"), and Monette Farms Land I LP, Monette Farms Land II LP, and Monette Farms BC LP (together with the Applicants, the "**Group**")

files this Sale Endorsement Certificate pursuant to the Order Re Approval of SISP and Expedited SAVO Process, granted by the Honourable Justice R.W. Armstrong on June 12, 2026 (the "**Expedited SAVO Process Order**").

2. Words and phrases in this Sale Endorsement Certificate which begin with capital letters but which are not expressly defined herein shall have the corresponding meanings given to those words and phrases in the Expedited SAVO Process Order or the sale and investment solicitation process attached as Schedule "B" thereto (the "**SISP**"), as applicable.

3. The real property to which this Sale Endorsement Certificate pertains (the "**Subject Real Property**") is legally described as follows:

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4. The following is a list of all Subsequent Encumbrances which have been registered against the Certificate(s) of Title to the Subject Real Property subsequent to the Encumbrance Record Date:

____

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5. The following is a list of all Leasehold Interests which are registered against the Certificate(s) of Title to the Subject Real Property:

____

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6. The Monitor hereby certifies to this Court that the Expedited Transaction is a Land Purchase Proposal that has been designated as a Successful Bid in accordance with the SISP and the Expedited Transaction has been approved in writing by the Lender Agent.

7. The Monitor hereby certifies to this Court that the Expedited Transaction is a transaction for the sale of one or more of the Canadian Lands for an aggregate sale price equal to or less than $30,000,000. The Monitor approves the Expedited Transaction.

DATED at Calgary, Alberta this ________day of ___________, 2026

FTI CONSULTING INC., in its capacity as Monitor of the undertakings, property and assets of the Group and not in its personal capacity.

Per: ____________________________
Name:
Title:

COURT FILE NUMBER	2601-07148	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.	
APPLICANTS	MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.	
DOCUMENT	**EXPEDITED SALE APPROVAL AND VESTING ORDER No. [●]**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Suite 3700, Bankers Hall West 888 3rd Street SW Calgary, Alberta, T2P 5C5 Telephone: (403) 351-2920 Facsimile: (403) 648-1151 Email: joliver@cassels.com / dmarechal@cassels.com / mclarksonmaciel@cassels.com File No.: 063030-01 Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel	

DATE ON WHICH ORDER WAS PRONOUNCED: ●
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice ●
LOCATION OF HEARING: ●

UPON the application of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (the "**Applicants**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated [●] (the "**PSA**") each between [●] (collectively, the "**Sellers**") and [●] and/or its nominee (the "**Purchaser"**) and appended to the Affidavit of Angeline Gagnon, sworn [●] (the "**Gagnon Affidavit No. ●**"), and vesting in the Purchaser (or its nominee) the Sellers' right, title and interest in and to the assets and property in the PSA, including those listed in Schedule "B" hereto (the "**Purchased Assets**");

AND UPON HAVING READ the Initial Order granted by the Honourable Justice C.M. Jones in these proceedings on April 21, 2026 (the "**Initial Order**"); the Amended and Restated Initial Order granted by the Honourable Justice M.H. Bourque in these proceedings on May 1, 2026 (the "**ARIO**"); the Order Re Approval of SISP and Expedited SAVO Process Order granted by the Honourable Justice R.W. Armstrong on June 12, 2026 (the "**Expedited SAVO Process Order**"); the Gagnon Affidavit No.●; and the Monitor's Sale Endorsement Certificate No. ●;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Pursuant to the Expedited SAVO Process Order, service of a notice of application for this order is hereby dispensed with and this application is properly returnable today.

DEFINED TERMS

2. Capitalized terms used herein but not otherwise defined shall have the same meaning as given to such terms in Gagnon Affidavit No.●.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the PSA by the Sellers is hereby ratified, with such minor amendments as the Sellers may deem necessary. The Sellers and/or the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee) provided that the Monitor and the Lender Agent each consents to all such amendments or additional documents.

VESTING OF PROPERTY

4. The Purchaser (or its nominee) shall pay the purchase price as set out in the PSA for the Purchased Assets to the Monitor.

5. Upon the Monitor determining that: (i) it has received the purchase price; (ii) all conditions to closing under the PSA have been satisfied or waived; and (iii) that Monitor is satisfied that the Transaction can immediately close on terms substantially as approved by this Honourable Court, the Monitor shall deliver to the Purchaser an executed Monitor's Closing Certificate substantially in the form set out in Schedule "A" hereto (the "**Monitor's Closing Certificate**").

6. Upon delivery of the Monitor's Closing Certificate to the Purchaser (or its nominee), all of the Sellers' right, title and interest in and to the Purchased Assets, including those listed in Schedule "B" 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 secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by the Initial Order or ARIO;

(b) any charges, security interests or claims evidenced by registrations pursuant to the applicable Personal Property Security Act of the province(s) in which the Purchased Assets are located or any other personal property registry system; and

(c) any liens or claims of lien pursuant to the applicable Builders' Lien Act of the province(s) in which the Purchased Assets are located, (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 Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

7. Upon delivery of the Monitor's Closing Certificate, the Monitor shall be and is hereby authorized to effect such discharges or revisions in the Personal Property Registry of the province(s) in which

the Purchased Assets are located or any other personal property registry systems as may be reasonably required to conclude the Transaction.

8. Upon delivery of the Monitor's Closing Certificate, and upon filing of a 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 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) pursuant to **[section 109 of the Land Titles Act, 2000, SS 2000, c L-5.1 and section 3-4 of The King's Bench Act SS 2023, c-28]/[section [176(1)] of the Real Property Act CCSM c R30]/[section [245] of the Land Titles Act RSBC 1996]** the Registrar of Land Titles (the "**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

(i) to accept an application (the "**Land Titles Application**") to surrender the existing title to the real property legally described as:

[**NTD: Sellers' counsel to list legal description of Purchased Assets.]**

(collectively, the "**Lands**")

(ii) to set up new title to such Lands in the name of the Purchaser (or its Nominee) as owner free and clear of any and all Encumbrances, save and except Permitted Encumbrances set out in Schedule "D" to this Order; and

(iii) for greater certainty, to discharge all interests described in Schedule "C" to this Order and any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the PSA against the Lands.

9. 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 PSA. Presentment of this Order and the 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.

10. 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 Sellers of the PSA.

11. Upon delivery of the Monitor's Closing Certificate together with a certified copy of this Order and [**NTD: Sellers' counsel to add any other requirements required by the applicable jurisdiction in which the real property assets are located**], this Order shall be immediately registered by the Land Titles Registrar 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 Sellers or the Monitor in its capacity as Monitor of the Applicants, Monette Farms Land I LP, Monette Farms Land II LP, and Monette Farms BC LP (together, the "**Group**"), and not in its personal capacity.

12. 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 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.

13. Except as expressly provided for in the PSA, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Group (including, without limitation, the Sellers.).

14. Following delivery of the Monitor's Certificate and registration of title to the Purchased Assets in the name of the Purchaser (or its nominee), the Monitor is authorized to pay the net proceeds from the Transaction to the Syndicate as contemplated in the PSA in accordance with paragraphs 48 to 50 of the ARIO.

15. Upon completion of the Transaction, the Sellers and all persons who claim by, through or under the Sellers 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).

16. 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 Sellers, or any person claiming by, through or against the Sellers.

17. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Sellers or the Monitor in respect of the Purchased Assets.

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

MISCELLANEOUS MATTERS

19. 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,* RSC 1985, c B-3, as amended (the "**BIA**"), in respect of the Sellers, and any bankruptcy order issued pursuant to any such applications;

(c) any assignment in bankruptcy made in respect of the Sellers; and

(d) the provisions of any federal or provincial statute:

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 the Sellers and shall not be void or voidable by creditors of the Sellers, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA 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.

20. The Group, the Monitor, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction 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.

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

22. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

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

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

(iii) the Purchaser or the Purchaser's solicitors; and

Posting a copy of this Order on the Monitor's website at: http://cfcanada.fticonsulting.com/MonetteFarms

and service on any other person is hereby dispensed with.

23. Service of this Order 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 King's Bench of Alberta

Schedule "A"

Form of Monitor's Certificate

COURT FILE NUMBER	2601-07148	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended	
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.	
APPLICANTS	MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.	
DOCUMENT	**MONITOR'S CLOSING CERTIFICATE**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Suite 3700, Bankers Hall West 888 3rd Street SW Calgary, Alberta, T2P 5C5 Telephone: (403) 351-2920 Facsimile: (403) 648-1151 Email: joliver@cassels.com / dmarechal@cassels.com / mclarksonmaciel@cassels.com File No.: 063030-01 Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel	

RECITALS

A. Pursuant to an amended and restated initial order (the "**ARIO**") of the Honourable Justice M.H. Bourque of the Court of King's Bench of Alberta (the "**Court**") dated May 1, 2026, FTI Consulting Canada Inc. was appointed as the Monitor over Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the "**Applicants**").

B. Pursuant to an Order of the Court dated [●], 2026 (the "**SAVO**"), the Court approved the agreement of purchase and sale dated ● (the " **PSA**") between [●] (collectively, the "**Sellers**") and [●] and/or its nominee (the "**Purchaser**"), and provided for the vesting in the Purchaser of the Sellers' right, title and interest in and to the property listed in the PSA, being Schedule "B" to the SAVO ("**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 Purchaser has paid the purchase price for the Purchased Assets to the Monitor; (ii) that the conditions to Closing as set out in the PSA have been satisfied or waived by the Sellers and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Sellers.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the PSA.

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid the purchase price to the Monitor for the Purchased Assets payable on the closing date pursuant to the PSA;

2. The conditions to Closing of the PSA have been satisfied or waived by the Sellers and the Purchaser (or its nominee); and

3. The Monitor is satisfied that the Transaction may close on terms substantially as approved by the Honourable Court.

This Certificate was delivered by the Monitor at [●] on [●].

FTI Consulting Canada Inc., in its capacity as Monitor of the Group, and not in its personal capacity.

Per:____________________________
Name:
Title:

Schedule "B"

Purchased Assets

Terms not otherwise defined in this Order or this Schedule "B" shall have the meaning ascribed to them in the PSA. If there are any discrepancies between the definitions set out in this Schedule "B" and the body of this Order, for the purposes of defining, the terms set out in this Schedule "B" shall, to the level required to clarify any such discrepancy, govern.

[NTD: Sellers' counsel to list Purchased Assets which are included in PSA.]

Schedule "C"

Encumbrances

	Legal Description	Interest Type	Interest Holder	Amount	Interest Register #	Interest Number
1.	[**NTD: Sellers' counsel to fill in pursuant to PSA and applicable Certificates of Title.**]					

Schedule "D"

Permitted Encumbrances

[NTD: Sellers' counsel to list any Permitted Encumbrances which are included in PSA.]

EXHIBIT 5

COURT FILE NUMBER	2601-07148
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c. C-36, AS AMENDED
	AND IN THE MATTER OF THE COMPROMISE OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MONETTE FARMS LTD., MONETTE FARMS ONTARIO CORP., NEXGEN SEEDS LTD., MONETTE PRODUCE LTD., MONETTE SEEDS LTD., MONETTE LAND CORP., DMO HOLDINGS LTD., DMO HOLDINGS USA, INC., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, MONETTE FARMS USA, INC., 1012595 DE INC., MONETTE PRODUCE, LLC, GOAT'S PEAK WINERY LTD., MONETTE FARMS BC LTD., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND II GP LTD., AND MONETTE FARMS BC GP LTD.
DOCUMENT	**THIRD REPORT OF FTI CONSULTING CANADA INC., IN ITS CAPACITY AS MONITOR**
	August 12, 2026

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

MONITOR
FTI Consulting Canada Inc.
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THIRD REPORT OF THE MONITOR

TABLE OF CONTENTS

INTRODUCTION

1. On April 21, 2026 (the "**Filing Date**"), Monette Farms Ltd. ("**Monette Farms**"), Monette Farms Ontario Corp., Nexgen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE Inc., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land GP II Ltd., and Monette Farms BC GP Ltd. (the "**Applicants**"), sought and obtained an initial order (the "**Initial Order**") before the Court of King's Bench of Alberta (the "**Court**") seeking certain relief under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**").

2. The Initial Order, among other things, established a stay of proceedings in favour of the Applicants until May 1, 2026, appointed FTI Consulting Canada Inc. as monitor (the "**Monitor**") of the Applicants in these CCAA proceedings and authorized and empowered the Monitor to act as the foreign representative (the "**Foreign Representative**") in respect of these CCAA proceedings for the purpose of having these proceedings recognized under chapter 15 of Title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**").

3. On May 1, 2026, the Court granted an Amended and Restated Initial Order (the "**ARIO**") which, among other things, provided the following relief:

   (a) declaring that the Applicants are companies to which the CCAA applies;

   (b) declaring that Monette Farms I LP, Monette Farms Land II LP, and Monette Farms BC LP (together, the "**Non-Applicant Stay Parties**", and together with the Applicants, the "**Group**") shall have the same benefits and protections provided to the Applicants as they are related to the Applicants' business;

   (c) authorizing the Applicants to remain in possession and control of their current assets, undertakings and properties including all proceeds thereof (the "**Property**") and carry on business in a manner consistent with the preservation of their business and Property;

(d) staying, until and including June 19, 2026 (the "**Stay Period**"), all proceedings and remedies against the Applicants or their business or Property, except as otherwise set forth in the Initial Order or otherwise permitted by law (the "**Stay of Proceedings**");

(e) authorizing the Applicants to continue to use their existing cash management system;

(f) authorizing the Applicants to pay the reasonable expenses incurred by them in carrying out their business in the ordinary course;

(g) entitling the Applicants to make payment of all obligations owing in respect of employee wages and benefits and applicable source deductions, whether incurred prior to or after the commencement of the CCAA proceedings;

(h) granting a charge in favour of the Monitor, its legal counsel, the Applicant's legal counsel, and the Syndicate's financial advisor, PricewaterhouseCoopers Inc. (the "**Syndicate's Financial Advisor**") in respect of their fees and disbursements, to a maximum amount of $1.5 million (the "**Administrative Charge**");

(i) approving the debtor-in-possession ("**DIP**") financing facility (the "**DIP Facility**") provided by The Bank of Nova Scotia in its capacity as DIP Agent (the "**DIP Agent**") and the members of the Syndicate (as defined below, in such capacity, the "**DIP Lenders**") to finance the Applicants' working capital requirements and other corporate purposes during the CCAA Proceedings, subject to the terms and conditions set out in the Debtor-in Possession Interim Financing Agreement, between Monette Farms Ltd., and Monette Farms USA, Inc., as borrowers (in such capacity, the "**Borrowers**"), the Group as guarantors, and the DIP Lenders, as lenders, (the "**DIP Term Sheet**"). The DIP Facility provided the Borrowers with the ability to borrow up to $90 million (the "**Maximum Amount**") upon the satisfaction of certain conditions; and

(j) granting a charge in favour of the DIP Lenders, to a maximum amount of $95 million (the "**DIP Lenders' Charge**").

4. On May 13, 2026, the US Bankruptcy Court entered an order under the Bankruptcy Code which, among other things, (a) recognized the Monitor as Foreign Representative, (b) recognized these CCAA proceedings as a foreign main proceeding pursuant to sections 1515, 1517 and 1520 of the Bankruptcy Code, and (c) recognized and enforced the Initial Order and ARIO in the US (the "**Recognition Order**").

5. On June 12, 2026, the Court granted the following Orders:

(a) an order (the "**SISP Approval Order**") which, among other things:

(i) authorized the Applicants and the Monitor to implement the sales and investment solicitation process ("**SISP**") attached at Appendix "**B**" to the SISP Approval Order; and

(ii) approved an expedited sale approval and vesting order process (the "**Expedited SAVO Process**") for low value transactions; and

(iii) an order ("**Stay Extension Order**") extending the Stay Period until and including November 13, 2026.

PURPOSE

6. The purpose of this report (this "**Report**") is to provide this Honourable Court and the Applicants' stakeholders with information and the Monitor's comments with respect to the following:

(a) a summary of the Monitor's activities since the Monitor's second report dated June 4, 2026 (the "**Second Report**");

(b) an update regarding the progress made by the Applicants since the date of the Second Report;

(c) an update on actual cash flow for the period of May 23, 2026, to July 31, 2026, as compared to the second cash flow statement ("**Second Cash Flow Statement**") attached to the Second Report;

(d) the Applicants' revised cash flow statement (the "**Third Cash Flow Statement**") for the period commencing August 1, 2026, and ending November 13, 2026 (the "**Forecast Period**"); and

(e) details of the proposed sale of certain of the Group's Property located in the state of Arizona (the "**Arizona Purchased Assets**") pursuant to a Purchase and Sale Agreement between Monette Farms Arizona, LLC ("**MF Arizona**") (as seller) and Byner Cattle Company and/or its nominee (the "**Arizona Purchaser**") dated August 10, 2026 (the "**Arizona PSA**").

7. The Applicants are seeking the following relief from this Court at an application returnable August 19, 2026 (the "**Arizona SAVO Application**");

(a) an Order (the "**Arizona SAVO**") authorizing and approving the transaction contemplated by the Arizona PSA (the "**Arizona Transaction**"); and

(b) temporarily sealing the confidential affidavit of Darrel Monette sworn on August 10, 2026 (the "**Confidential Affidavit**").

8. This Report should be read in conjunction with the Affidavit of Darrel Monette, sworn on August 10, 2026 (the "**Fourth Monette Affidavit**").

9. Electronic copies of all materials filed by the Applicants in connection with the Arizona SAVO Application and other statutory materials are available on the Monitor's website at: http://cfcanada.fticonsulting.com/MonetteFarms/.

TERMS OF REFERENCE

10. Capitalized terms used but not defined herein are given the meaning ascribed to them in the Fourth Monette Affidavit and the ARIO.

11. In preparing this Report, the Monitor has relied upon unaudited financial information, other information available to the Monitor and, where appropriate, the Applicants' books and records and discussions with various parties (collectively, the "**Information**").

12. Except as described in this Report:

(a) the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants of Canada Handbook*;

(b) the Monitor has not examined or reviewed financial forecasts and projections referred to in this report in a manner that would comply with the procedures described in the *Chartered Professional Accountants of Canada Handbook*; and

(c) future oriented financial information reported or relied on in preparing this Report is based on assumptions regarding future events; actual results may vary from forecast and such variations may be material.

13. The Monitor has prepared this Report in connection with the Arizona SAVO Application. This Report should not be relied on for other purposes.

14. Information and advice described in this Report that has been provided to the Monitor by its legal counsel, Osler, Hoskin & Harcourt LLP (the "**Monitor's Counsel**"), was provided to assist the Monitor in considering its course of action, is not intended as legal or other advice to, and may not be relied upon by, any other person.

15. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

BACKGROUND INFORMATION

16. The Group's business, operations and financial performance and the causes of its insolvency are detailed in the Affidavit of Darrel Monette sworn on April 17, 2026 (the "**First Monette Affidavit**"), a copy of which is available on the Monitor's website. The comments below are intended to provide a summary of the background of the CCAA Proceedings.

17. The Group, comprised of eighteen companies and three limited partnerships, is a privately owned agricultural enterprise with operations in Alberta, British Columbia, Saskatchewan, Manitoba, Arizona, Montana and Colorado. Since beginning as a family farm in 1912, the Group has grown into one of the largest private farming operations in North America operating on owned and leased farmland of over 400,000 acres.

18. The Applicants' business, at a high level, can be broken down into four main business segments, or "pillars": grain, cattle, seeds and produce (the "**Farm Operations**"):

(a) farming operations are focused on grain production, primarily canola, wheat and durum which accounted for approximately 50% of revenue in 2025. Grain is the largest 'pillar' in the Farm Operations in terms of both revenue and geographic footprint;

(b) cattle ranching with herd breeding in British Columbia and feedlots in Alberta and Saskatchewan that accounted for approximately 17% of revenue in 2025;

(c) seed processing occurring at two facilities located in Swift Current, Saskatchewan, and a third in Tonopah, Arizona. Approximately 50% of seed processing capacity is allocated to supporting the grain segment and seed processing accounted for approximately 16% of revenue in 2025; and

(d) farming operations (primarily in Saskatchewan, British Columbia and Arizona) that generate seasonal produce crops including carrots, squash, broccoli, cabbage, pumpkin, cauliflower and watermelon, and accounted for approximately 15% of revenue in 2025.

19. The Group's financing is provided primarily by a syndicate of lenders (together, the "**Syndicate**") pursuant to a $930 million credit facility ($950 million including an accordion) dated December 5, 2018, which matured on April 15, 2026 (as amended from time to time, the "**Senior Facilities Agreement**") between, amongst others, Monette Farms as Canadian Borrower, Monette Farms USA, Inc. ("**Monette USA**") as US Borrower, Darrel Monette as Individual Borrower, each member of the Group, Darrel Monette and Monette Farm Family Trust as guarantors, The Bank of Nova Scotia as Agent (the "**SFA Agent**" and together with the DIP Agent, the "**Lender Agent**") and the Syndicate. Since October 2024, the Senior Facilities Agreement has been amended pursuant to two covenant and waiver agreements, eight separate amending agreements and a forbearance agreement.

ACTIVITIES OF THE MONITOR

20. The Monitor worked in consultation with the Applicants' management and critical operations to ensure essential services could be procured and that Farm Operations continued in the normal course with as little disruption as possible. The Monitor observed the Applicants' management and staff working diligently to maintain the status quo and communicate promptly with stakeholders regarding the CCAA Proceedings.

21. The primary purpose of the DIP Facility was to allow the Group to continue with operations on a going-concern basis and allow sufficient funding to complete spring seeding for the Farm Operations. To date, the Farm Operations have continued in the normal course during these CCAA Proceedings and, as of the date of this Report, the Group had completed seeding on approximately 390,000 acres.

22. Since the date of the Second Report, the Monitor has, among other things:

(a) monitored the Applicants' financing and engaged in review and discussions with the Applicants with respect to their operations, vendor disbursements, and requirements under the DIP Term Sheet;

(b) engaged in discussions with various stakeholders and creditors in connection with the Applicants and these CCAA Proceedings;

(c) met bi-weekly with the Syndicate's Financial Advisor with respect to the Applicants' cash flow as required under the DIP Term Sheet;

(d) engaged US counsel to conduct a review of the Syndicate's security over the Property included in the Arizona Transaction and to opine on the enforceability of the Syndicate's security;

(e) engaged counsel in other jurisdictions in which the Applicants own Property to conduct reviews of the Syndicate's security over such Property and to provide the requisite security opinions in anticipation of such Property being sold in the SISP;

(f) worked in consultation with the Group and the Lender Agent to advance the SISP including engaging with brokers and prospective purchasers, preparing and reviewing marketing materials and template purchase and sale documentation and preparing bi-weekly updates on the status of the SISP for the Lender Agent;

(g) engaged in discussions with the Applicants, their legal counsel, the Lender Agent and the Arizona Purchaser with respect to the Arizona Transaction; and

(h) prepared this Report.

BUDGET TO ACTUAL RESULTS

23. The Applicants, in consultation with the Monitor, prepared the Second Cash Flow Statement which was appended to the Second Report.

24. Actual cash flow results as compared to those contained in the Second Cash Flow Statement for the 10-week period of May 23, 2026, to July 31, 2026, are summarized as follows:

Monette Farms et al
Consolidated Weekly Cash Flow Forecast
May 23, 2026 to July 31, 2026

10-Week Period Ending July 31, 2026 *CAD millions*	Actual	Forecast	Variance
Operating receipts	$ 33.5	$ 45.1	$ (11.6)
Operating disbursements	(36.6)	(51.0)	14.4
Net change in cash from operations	**(3.1)**	**(5.9)**	**2.8**
Senior Secured Debt Interest	(15.7)	(16.0)	0.3
Restructuring costs	(2.0)	(5.1)	3.1
DIP Facility (net of repayments)	22.2	18.2	4.0
Total net change in cash flow	**1.4**	**(8.9)**	**10.3**
Opening cash	10.9	10.9	-
Total net change in cash flow	1.4	(8.9)	10.3
Ending cash	**$ 12.3**	**$ 2.0**	**$ 10.3**
Opening DIP Facility balance	$ 66.0	$ 66.0	$ -
DIP Facility draws/(repayments)	22.2	18.2	4.0
Closing DIP Facility balance	**$ 88.2**	**$ 84.1**	**$ 4.0**

25. The variances in actual receipts and disbursements against the Second Cash Flow Statement are primarily due to the following:

(a) Operating receipts have been lower than forecast primarily due to timing variances with respect to the collection of remaining grain inventory from 2025, which the Group still expects to collect in future periods;

(i) Cost of goods sold has been lower than forecast and the variance is primarily timing related as chemical expense has been lower than forecast to date and is expected to reverse in future periods;

(ii) Direct operating expenses have been substantially in line with forecast in aggregate, with higher fuel costs and freight and trucking offset by lower than forecast custom work and repairs and maintenance;

(b) Operating overhead has been lower than forecast and the variance is primarily timing and related to (i) the timing of payment of lease and crop share payments and (ii) the payment of property taxes which are expected to be paid in future periods;

(i) General AP and Visa payments have been higher than forecast and represent a permanent variance, as payments on the Group's Visa's were not specifically forecast and therefore this variance offsets positive variances within other expenses included in the forecast;

(ii) Capex has been lower than forecast and the variance is primarily timing related to progress payments on the work being completed, and this positive variance is expected to reverse in future periods;

(c) Senior Secured Debt Interest is substantially in line with forecast; and

(d) Restructuring costs have been lower than forecast primarily related to the timing of the receipt and payment of invoices. Overall, restructuring costs have been in line with forecast to date.

26. As of July 31, 2026, the Applicants had approximately $12.3 million of cash on hand and approximately $88.2 million drawn on the DIP Facility with an additional $1.8 million available to be drawn under the Maximum Amount.

THIRD CASH FLOW STATEMENT

27. The Applicants' Third Cash Flow Statement is attached as Appendix "**A**" and summarized below.

Monette Farms et al
Consolidated Weekly Cash Flow Forecast
August 1, 2026 to November 13, 2026

CAD millions	**Forecast Period**
Operating receipts	$ 105.3
Operating disbursements	(81.0)
Net change in cash from operations	**24.3**
Senior Secured Debt Interest	(18.0)
Restructuring costs	(9.7)
DIP Facility (net of repayments)	(3.9)
Total net change in cash flow	**(7.3)**
Opening cash	12.3
Total net change in cash flow	(7.3)
Ending cash	**$ 5.0**
Opening DIP Facility balance	$ 88.2
DIP Facility draws/(repayments)	(3.9)
Closing DIP Facility balance	**$ 84.3**

28. The Monitor notes that the Third Cash Flow Statement contains material assumptions regarding the receipt of future receipts that are currently not known with certainty given that the crops for the 2026 growing season have not been harvested. The revenue projections shown are based on estimated yields and current market prices, which are subject to material fluctuations.

29. Based on the above and with the additional financing available under the DIP Facility, the Applicants' liquidity is projected to be sufficient for the Forecast Period.

30. The Monitor's conclusions from its review of the Third Cash Flow Statement pursuant to section 23(1)(b) of the CCAA are as follows:

(a) the Third Cash Flow Statement has been prepared by management of the Applicants for the purpose described in the notes to the Third Cash Flow Statement, using the probable assumptions and the hypothetical assumptions set out therein;

(b) the Monitor's review consisted of inquiries, analytical procedures and discussion related to information supplied by certain of the management and employees of the Applicants. Since hypothetical assumptions need not be supported, the procedures with respect to those assumptions were limited to evaluating whether they were consistent with the purpose of the Third Cash Flow Statement. The Monitor has also reviewed the support provided by management of the Applicants for the probable assumptions, and the preparation and presentation of the Third Cash Flow Statement;

(c) Based on its review, and as at the date of this Report, nothing has come to the attention of the Monitor that causes it to believe that, in all material respects:

(i) the hypothetical assumptions are not consistent with the purpose of the Third Cash Flow Statement;

(ii) the probable assumptions developed by management are not suitably supported and consistent with the plans of the Applicants or do not provide a reasonable basis for the Third Cash Flow Statement, given the hypothetical assumptions; or

(iii) the Third Cash Flow Statement does not reflect the probable and hypothetical assumptions;

31. Since the Third Cash Flow Statement is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Third Cash Flow Statement will be achieved. The Monitor expresses no opinion or other form

of assurance with respect to the accuracy of any financial information presented in this Report or relied upon by the Monitor in preparing this Report.

32. The Third Cash Flow Statement has been prepared solely for the purpose of estimating liquidity requirements of the Applicants during the Forecast Period. The Third Cash Flow Statement should not be relied upon for any other purpose.

SALE AND INVESTMENT SOLICITATION PROCESS

33. Capitalized terms used in this section that are not otherwise defined are given the meaning ascribed to them in the SISP procedures. A copy of the SISP Procedures is attached as Appendix "**B**" to the SISP Approval Order which is available on the Monitor's website.

34. Pursuant to the SISP Approval Order, the SISP is being conducted by the Monitor for the purpose of soliciting and selecting bids for the sale of all, substantially all, or one or more portions of the Property, and for the restructuring, recapitalization, or refinancing of the Group and their business.

35. The key dates, as set out in the SISP Procedure, are as follows:

Milestone	**Deadline**
Commencement date – for Brokered Properties - Property Brokers must commence listing and marketing of the Brokered Properties; and for En Bloc Transactions – the Monitor must arrange for a notice of the SISP to be published in such newspapers, trade publications, or other media as the Group, in consultation with the Monitor and the Lender Agent, considers appropriate and send the Teaser Letter and NDA.	June 29, 2026
Hold Date – The Monitor shall hold all Binding Bids received until September 1, 2026, prior to designating any Binding Bid as a Successful Bid, unless the Monitor, the Lender Agent and the Applicants agree that the Binding Bid should be accepted early.	September 1, 2026

Binding Bid Deadline – Binding Bids can be submitted at any time and Bidders are encouraged to submit Binding Bids as soon as possible, however no later than October 15, 2026.	October 15, 2026
Outside date for Court Approval – Successful Bids submitted prior to September 1, 2026	October 31, 2026
Outside date for Court Approval – Successful Bids submitted after September 1, 2026 but prior to October 15, 2026	November 30, 2026
SISP Termination Date	November 30, 2026

36. The SISP contemplated retaining the Property Brokers to seek prospective purchasers of the Group's Property in the various jurisdictions, including British Columbia, Saskatchewan, Manitoba, Montana, Colorado and Arizona ("**Land Purchase Proposal**"). In addition to marketing the Group's Property, the Monitor, with the assistance of the Group, launched a "corporate" or "en bloc" process focused on potential counterparties that may be interested in pursuing a corporate transaction or restructuring (the "**Investment or Refinancing Proposal**").

37. The Monitor, in consultation with the Group and the Lender Agent, commenced the SISP on June 29, the initial steps of which included:

(a) preparing a list of Known Potential Bidders;

(b) preparing and distributing the Teaser Letter to Known Potential Bidders, including approximately 208 financial and strategic counterparties;

(c) publishing notice of the SISP in the Insolvency Insider and Western Producer;

(d) establishing the Data Room (containing detailed information about the Group, its business, assets and operations) and making it available for review upon a potential bidder executing a non-disclosure agreement ("**NDA**"); and

(e) posting a copy of the Teaser Letter and NDA along with corresponding Property Broker contact information on the Monitor's Website.

38. In accordance with the terms of the SISP, the Group, in consultation with the Monitor and the Lender Agent, was required to engage Property Brokers in each applicable jurisdiction by no later than June 15, 2026, and the Property Brokers were required to list for sale, by no later than June 29, 2026, all of the Group's farmland and related Property located in Saskatchewan, Manitoba, British Columbia, Montana, Arizona and Colorado.

39. In respect of the Property in British Columbia, the Group had been in discussions with two brokers regarding the listing agreement. As a result, the selection of a Property Broker and launch of the listing of the Property in British Columbia was delayed while the Group, with the support of the Monitor and the Lender Agent, selected the successful broker.

40. All the Group's Property is now listed in accordance with the SISP as set out below:

Broker Listing Details		
Jurisdiction	**Name of the Broker**	**Date Property was Listed**
Saskatchewan	Hammond Realty	June 29, 2026
Manitoba – Eddystone	Sutton-Harrison Realty	June 29, 2026
Manitoba – The Pas	Royal LePage Martin-Liberty	July 6, 2026
British Columbia	LandQuest Realty Corporation	July 31, 2026
Montana	Premier Land Company LLC	June 29, 2026
Colorado	Clark & Associates Land Brokers, LLC	June 29, 2026
Arizona	Southwest Land Associates, L.L.C.	June 29, 2026

ARIZONA TRANSACTION

41. As described in the First Monette Affidavit and the Second Affidavit of Darrel Monette dated April 28, 2026 (the "**Second Monette Affidavit**"), prior to the Filing Date, the Group engaged in sales efforts to sell certain of the Property to reduce its indebtedness. As part of these efforts, prior to the CCAA Proceedings, the Group's Property located in Arizona, including the Aguila Farm, the Produce Cooler and Arizona Seed Facility (collectively, the "**Arizona Assets**"), had been marketed for sale pursuant to a listing agreement with Southwest Land Associates, LLC (the "**Arizona Broker**") dated September 26, 2025.

42. The Arizona Broker initially marketed the Arizona Assets privately to industry contacts and subsequently listed the Arizona Assets publicly on January 26, 2026.

43. The Aguila Farm was listed at US$22 million and the Produce Cooler and Arizona Seed Facility were listed together for US$10 million. The Arizona Purchaser expressed interest in the Arizona Purchased Assets, but an offer was not submitted or executed prior to the Filing Date. The Monitor understands from the Arizona Broker that no offers were received for the Arizona Assets prior to the Filing Date.

44. The Arizona Assets were subsequently relisted in accordance with the SISP, which process included reengaging the Arizona Broker and commencing the SISP on June 29, 2026. The listing prices for the Arizona Assets, with the approval of the Lender Agent, were reduced to US$18.5 million for the Aguila Farm and US$5.0 million for the Produce Cooler and Arizona Seed Facility.

45. The process for the Arizona Assets has included:

(a) the Arizona Broker directly contacting 17 prospective purchasers active in the agricultural sector;

(b) the Arizona Broker's Multiple Listing Service ("**MLS**") or equivalent listing generating 41 hits on the listing platform.

(c) posting the opportunity on the Broker's website, with the website receiving 37 views; and

(d) the Arizona Assets were also included in the marketing efforts conducted pursuant to the SISP, which contemplates the sale and/or refinancing of the entirety of the Group's assets. As part of those efforts, a teaser and non-disclosure agreement were distributed on June 29, 2026 to approximately 208 strategic and financial parties, the sale opportunity was posted on the Monitor's website, an advertisement of the SISP process was published through Insolvency Insider, and an article regarding the sale opportunity was published in The Western Producer.

46. On July 7, 2026, the Arizona Purchaser sent an email providing its initial expression of interest to the Arizona Broker. Subsequently, the Arizona Purchaser submitted its offer to purchase the Arizona Purchased Assets. This was the only offer received for the Arizona Purchased Assets.

47. MF Arizona and the Arizona Purchaser executed the Arizona PSA dated August 10, 2026. A redacted copy of the executed Arizona PSA (with commercially sensitive terms redacted) is attached to this Report as Appendix "**B**".

48. A redacted version of the draft form of Arizona PSA (unexecuted) is attached as Exhibit "**A**" to the Fourth Monette Affidavit, with an unredacted version of the draft form of Arizona PSA (also unexecuted) being attached as Exhibit "**A**" to the Confidential Affidavit. A blackline comparing the redacted and executed copy of the Arizona PSA to the draft form of Arizona PSA which is attached to the Confidential Affidavit is attached to this Report as Appendix "**C**".

49. The primary commercial terms of the Arizona PSA include:

(a) the Arizona Purchased Assets are being sold on an "as is, where is" basis;

(b) the Arizona PSA is conditional on (i) receiving court approval from both this Court and the US Bankruptcy Court; (ii) the re-registration of leases of state-owned land to Monette as lessee and their subsequent transfer to the Arizona Purchaser under the Arizona PSA; (iii) the Arizona Purchaser not, within 10 days, disapproving the transaction after reviewing both the commitment for a standard owner's policy of title insurance and the Phase I environmental report for irregularities; and (iv) the transfer of certain deeds of covenant in

Arizona;

(c) the Arizona Transaction is expected to close shortly after the US Bankruptcy Court grants the Arizona SAVO, or as otherwise agreed between the parties; and

(d) a deposit of 5% of the purchase price is to be paid to the Monitor within five days of execution of the Arizona PSA.

MONITOR'S COMMENTS ON THE ARIZONA TRANSACTION

50. The Monitor is of the view that the Transaction is the best available alternative in the circumstances. In making this determination, the Monitor considered the following:

(a) the Arizona Purchased Assets have been adequately exposed to the market both prior to the Filing Date, and through the SISP;

(b) the Arizona Purchaser has submitted a Qualified Bid in accordance with the SISP;

(c) the purchase price is supported by the appraisal of the Arizona Purchased Assets (copies of which are attached to the Confidential Affidavit of Darrel Monette sworn on April 17, 2026;

(d) no viable alternative has been identified through the SISP that would provide a superior return to stakeholders and thus the Transaction represents the highest and best available recovery in the circumstances;

(e) the sale of the Arizona Purchased Assets is not expected to impact any future Land Purchase Proposals or Refinancing or Investment Proposals due to the location and distinct nature of the Arizona Purchased Assets;

(f) the Lender Agent is supportive of the Transaction; and

(g) the Group continues to operate in good faith and with due diligence including with respect to the implementation of the SISP.

51. The Monitor is supportive of the Applicants' application for the Sealing Order as disclosure of the Arizona PSA, in particular the purchase price, could impact any future sales should the Arizona Transaction not close, and the Monitor is not aware of any parties that would be prejudiced by the sealing of the Confidential Affidavit.

52. Given that the Arizona Purchased Assets are in the United States, the Monitor, in its capacity as Foreign Representative, will also seek recognition of the Arizona SAVO and approval of the Arizona PSA from the US Bankruptcy Court to complete the Transaction. The Monitor intends to seek recognition of the Arizona SAVO as soon as practicable, subject to this Court first granting the Arizona SAVO.

CONCLUSIONS AND RECOMMENDATIONS

53. The Monitor is of the view that the relief requested by the Applicants pursuant to the Arizona SAVO Application is necessary, reasonable, and justified in the circumstances and supports the relief requested by the Applicants in the Arizona SAVO.

All of which is respectfully submitted this 12th day of August 2026.

FTI Consulting Canada Inc. in its capacity as Monitor of the Group and not in its personal or corporate capacity

Name: Deryck Helkaa, CPA, CA, CIRP, LIT
Title: Senior Managing Director,
FTI Consulting Canada Inc.

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Appendix “A” – Third Cash Flow Statement

Monette Farms et al
Consolidated Weekly Cash Flow Forecast
August 1, 2026 to November 13, 2026

CAD million	Notes	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Total
Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Week Ending		8/7/2026	8/14/2026	8/21/2026	8/28/2026	9/4/2026	9/11/2026	9/18/2026	9/25/2026	10/2/2026	10/9/2026	10/16/2026	10/23/2026	10/30/2026	11/6/2026	11/13/2026	11/13/2026
Operating Receipts																	
Grain		$ 0.4	$ 2.1	$ 9.8	$ 7.7	$ 7.5	$ 6.8	$ 7.8	$ 6.2	$ 7.4	$ 7.7	$ 7.7	$ 6.3	$ 7.0	$ 5.1	$ 5.1	**$ 94.6**
Seeds		-	-	0.2	0.2	0.2	1.1	-	-	-	-	0.5	-	-	-	-	**2.2**
Net Cattle Sales		-	-	-	-	-	-	-	-	-	-	-	-	0.2	-	-	**0.2**
Produce		-	-	1.0	0.4	0.3	0.6	0.6	0.6	0.6	0.6	0.3	0.3	0.3	0.6	0.6	**6.7**
Other Receipts		0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	**1.6**
Total Operating Receipts	**1**	**0.5**	**2.1**	**11.0**	**8.4**	**8.1**	**8.6**	**8.5**	**6.9**	**8.2**	**8.4**	**8.6**	**6.7**	**7.6**	**5.9**	**5.9**	**105.3**
Operating Disbursements																	
Cost of goods sold	**2**	(0.6)	(4.0)	(2.6)	(4.3)	(7.1)	(1.2)	(2.0)	(3.2)	(1.2)	(0.3)	(1.3)	(2.3)	(0.3)	(0.4)	(0.4)	**(31.3)**
Direct Operating Expenses	**3**	(2.0)	(2.3)	(1.0)	(2.1)	(1.2)	(2.6)	(1.2)	(2.2)	(1.0)	(5.1)	(1.1)	(1.7)	(2.3)	(1.6)	(1.0)	**(28.6)**
Operating Overhead	**4**	(1.0)	(0.1)	(0.5)	(0.3)	(0.6)	(0.3)	(0.4)	(0.5)	(0.6)	(0.3)	(0.5)	(0.4)	(12.2)	(0.6)	(0.5)	**(18.7)**
General AP/Visa	**5**	-	(0.3)	-	(0.3)	-	(0.3)	-	(0.3)	-	(0.3)	-	(0.3)	-	-	-	**(1.8)**
Capex	**6**	(0.7)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**(0.7)**
Total Operating Disbursements		**(4.3)**	**(6.7)**	**(4.1)**	**(7.0)**	**(8.9)**	**(4.4)**	**(3.7)**	**(6.2)**	**(2.8)**	**(6.0)**	**(2.9)**	**(4.7)**	**(14.8)**	**(2.6)**	**(1.9)**	**(81.0)**
Operational Cash Flow		**(3.9)**	**(4.6)**	**6.9**	**1.3**	**(0.8)**	**4.1**	**4.8**	**0.7**	**5.4**	**2.5**	**5.8**	**2.0**	**(7.2)**	**3.3**	**4.0**	**24.3**
Non-Operational Items																	
Senior Secured Debt Interest	**7**	-	-	-	-	-	-	-	-	(18.0)	-	-	-	-	-	-	**(18.0)**
DIP Facility Interest/Fees	**8**	(0.6)	-	-	-	(0.6)	-	-	-	(0.7)	-	-	-	(0.6)	-	-	**(2.4)**
Restructuring Fees	**8**	-	(1.1)	(1.9)	-	-	-	(1.3)	-	-	-	(1.4)	-	-	-	(1.4)	**(7.1)**
Asset sales		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Swing line draws/(repayments)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Operating line draws/(repayments)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Capital Facility draws/(repayments)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Hedges and other miscellaneous		-	(0.0)	(0.1)	-	-	(0.0)	(0.1)	-	-	-	-	-	-	-	-	**(0.2)**
DIP Facility draws/(repayments)	**9**	-	-	(2.0)	(1.4)	1.5	(4.1)	(3.5)	(0.7)	10.3	(0.5)	(3.3)	(2.0)	5.7	(1.2)	(2.6)	**(3.9)**
Total Non-Operational Items		**(0.6)**	**(1.1)**	**(4.0)**	**(1.4)**	**0.9**	**(4.1)**	**(4.9)**	**(0.7)**	**(8.4)**	**(0.5)**	**(4.7)**	**(2.0)**	**5.1**	**(1.2)**	**(4.0)**	**(31.5)**
Net Cash Flow		**(4.4)**	**(5.7)**	**2.9**	**(0.1)**	**0.0**	**0.0**	**(0.0)**	**0.0**	**(3.0)**	**2.0**	**1.0**	**(0.0)**	**(2.1)**	**2.1**	**0.0**	**(7.3)**
Opening Available Cash	**10**	12.3	7.8	2.1	5.0	5.0	5.0	5.0	5.0	5.0	2.0	4.0	5.0	5.0	3.0	5.0	**12.3**
Net Cash Flow		(4.4)	(5.7)	2.9	(0.1)	0.0	0.0	(0.0)	0.0	(3.0)	2.0	1.0	(0.0)	(2.1)	2.1	0.0	**(7.3)**
Ending Available Cash		**$ 7.8**	**$ 2.1**	**$ 5.0**	**$ 5.0**	**$ 5.0**	**$ 5.0**	**$ 5.0**	**$ 5.0**	**$ 2.0**	**$ 4.0**	**$ 5.0**	**$ 5.0**	**$ 3.0**	**$ 5.0**	**$ 5.0**	**$ 5.0**
Opening DIP Facility balance		88.2	88.2	88.2	86.2	84.8	86.3	82.2	78.7	78.0	88.2	87.7	84.4	82.4	88.1	86.9	**88.2**
DIP Facility draws/(repayments)		-	-	(2.0)	(1.4)	1.5	(4.1)	(3.5)	(0.7)	10.3	(0.5)	(3.3)	(2.0)	5.7	(1.2)	(2.6)	**(3.9)**
Closing DIP Facility balance		**$ 88.2**	**$ 88.2**	**$ 86.2**	**$ 84.8**	**$ 86.3**	**$ 82.2**	**$ 78.7**	**$ 78.0**	**$ 88.2**	**$ 87.7**	**$ 84.4**	**$ 82.4**	**$ 88.1**	**$ 86.9**	**$ 84.3**	**$ 84.3**

Consolidated Cash Flow Statement of Monette Farms et al

Notes to the Cash Flow Statement for the 15-Week period ending November 13, 2026

Purpose and General Assumptions of the Third Cash Flow Statement

Monette Farms Ltd., Monette Farms Ontario Corp., Nexgen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land GP II Ltd., and Monette Farms BC GP Ltd. (collectively, the "**Group**" or the "**Applicants**") have prepared this cash flow statement and the accompanying notes (collectively, the " **Third Cash Flow Statement**"). The Applicants have prepared the Third Cash Flow Statement on a consolidated basis based on probable and hypothetical assumptions that reflect the Applicants' planned course of action for the period from August 1, 2026, to November 13, 2026 (the "**Forecast Period**"). The Applicant's management ("**Management**") is of the opinion that, as at the date of filing the Third Cash Flow Statement, the assumptions used to develop the projection represent the most probable set of economic conditions facing the Applicants and that the assumptions used proved a reasonable basis for and are consistent with the purpose of the Third Cash Flow Statement. This Third Cash Flow Statement should not be used for any other purpose, and stakeholders are cautioned that the information provided in the Third Cash Flow Statement could vary based on changing future circumstances.

It is assumed that all amounts owing prior to the CCAA proceedings are stayed. Post-filing payments are to be made in normal course.

Disbursements are based on historical run-rates and input from Management.

The projected Third Cash Flow Statement is prepared in Canadian dollars.

Hypothetical and Probable Assumptions of the Cash Flow Statement

1. Operating receipts generated by the Group's farming operations and include (i) revenues generated from the sale grain of remaining grain inventory from the 2025 crop year and forecast for 2026 crops based on estimated yields and pricing the 2026 crops are assumed to be harvested beginning in August 2026, (ii) seed revenue from the Group's seed processing and seed cleaning business, (iii) cattle sales from the sale of feeder cattle and (iv) the sale of remaining produce inventory from the 2025 crop year, winter produce crops in Arizona and 2026 produce crops based on estimated yields and pricing. The pricing for the sales is based on current commodity prices and contracted prices, where applicable.
2. Cost of goods sold includes the Group's primary farm input costs (fertilizer, chemical and seed). The majority of input costs for the 2026 growing season have been incurred. It also includes the cost of bags, totes and packing and freight costs to transport the Group's product to market.
3. Direct Operating expenses include costs paid for custom farming (the majority of which is incurred in Arizona for produce crops), equipment rental and lease expenses (including lease payments to John Deere), fuel and lubrication associated with harvesting the 2026 crop and wages and benefits.
4. Operating overhead includes the cost of the Group's corporate insurance premiums, lease and crop share payments for the 2026 growing season and to third parties for rented acres, property taxes and professional services fees associated with the Group's operations.
5. General AP/Visa includes other miscellaneous expenses and estimated costs associated with the Group's Visa cards.
6. Capex associated with ongoing projects required to meet the Group's revenue projections for 2026.
7. Interest costs apply only to the Group's Senior Facilities Agreement that continue to accrue interest on outstanding borrowings on a monthly basis and paid quarterly.
8. Restructuring costs consist of professional fees to be incurred as part of the CCAA Proceedings and U.S. Chapter 15 recognition including the Applicants' legal counsel, the Monitor, the Monitor's legal counsel, the DIP Lender's counsel and the Syndicate's Financial Advisor. These costs reflect forecast professional time and may vary depending on the complexity of the CCAA proceedings and the involvement of each individual

professional firm involved. The assumptions also include the expected catch-up payments toward outstanding arrears owed by the Applicants'.

9. Draws under the DIP Facility required to fund the Applicants' operations during the Forecast Period.

10. Opening cash is approximately $12.3 million for the Group as at August 1, 2026.

UNAUDITED CASH FLOW FORECAST PREPARED BY MANAGEMENT, MUST BE READ IN CONJUNCTION WITH THE NOTES AND ASSUMPTIONS

Appendix "B" – Redacted Arizona Purchase and Sale Agreement

SISP AGREEMENT OF PURCHASE AND SALE OF US ASSETS

This Agreement is dated as of August 12, 2026, between:

BETWEEN:

MONETTE FARMS ARIZONA, LLC., a limited liability company formed under the laws of the State of Arizona

(the "Vendor")

-and-

BYNER CATTLE COMPANY, a Nevada corporation

(the "**Purchaser**")

WHEREAS:

A. The Vendor and its affiliates have commenced proceedings before the Court of King's Bench of Alberta (the "**Court**") Action No. 2601 07148 (the "**CCAA Proceedings**") under the Companies' Creditors Arrangement Act (Canada) ("**CCAA**") and have received an order (as amended or amended and restated from time to time, the "**Initial Order**") granting, among other things, various relief, appointing FTI Consulting Canada Inc. as court-appointed monitor (the "**Monitor**") over certain Applicants in the CCAA Proceedings (including the Vendor and its affiliates), and requiring disposals of the Purchased Lands (defined herein) to be subject to an order granted in the CCAA proceedings and recognition of such order in the Chapter 15 Proceedings (as defined herein).

B. On May 1, 2026, the Court granted an amended and restated Initial Order in these CCAA Proceedings (the "**ARIO**").

C. By order pronounced June 12, 2026, the Court granted an order (the "**SISP Order**") authorizing a sale and investment solicitation process ("**SISP**") to be commenced for the disposal of the Property (as defined in the SISP Order) of the Vendor and its affiliates and setting out a procedure in which the SISP was to be run (the "**SISP Procedure**").

D. The Purchaser has submitted a binding bid in the form of this sale and purchase agreement and, pursuant to the SISP Order, the Purchaser's bid may be selected as a Successful Bid for the Purchased Lands.

E. Subject to the successful designation above and to this Agreement, the Vendor will bring an application in the Court on or about August 19, 2026 seeking, among other things: (i) approval of this Agreement; and (ii) the vesting of the Purchased Lands in and to the Purchaser in accordance with the SISP subject to recognition and enforcement of the Approval and Vesting Order by the US Court in the Chapter 15 Proceedings, including approval of the Transaction under section 363 of the United States Bankruptcy Code and good faith purchaser protections under section 363(m) of the United States Bankruptcy Code, in each case as applicable, for the purpose of giving effect to the conveyance of the Purchased Lands located in the United States; and

F. On the terms set out herein, the Vendor has agreed to sell, transfer and assign to the Purchaser, and the Purchaser has agreed to purchase, accept and assume from the Vendor, all of the right, title, interest and obligation in and to the Purchased Lands, subject to and in accordance with the terms and conditions set forth in this Agreement and subject to Court Approval (each as defined below).

IN CONSIDERATION of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Article 1
Interpretation

1.1 Definitions. In this Agreement:

(a) "**Agreement**" means this agreement of purchase and sale, and any schedules attached hereto which are referred to in this agreement, together with any amendment or supplement thereto;

(b) "**Applicable Law**" means, in respect of any Person, asset, transaction, event or circumstance: (i) statutes (including regulations enacted thereunder); (ii) judgments, decrees and orders of courts of competent jurisdiction (including the common law); (iii) regulations, orders, ordinances and directives issued by Governmental Authorities; and (iv) the terms and conditions of all permits, licenses, approvals and authorizations, in each case which are applicable to such Person, asset, transaction, event or circumstance;

(c) "**Approval and Vesting Order**" means an order of the Court in the CCAA Proceedings approving the Transaction in accordance with the provisions of this Agreement, and vesting all of right, title and interest in and to the Purchased Lands in the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances;

(d) "**ARIO**" has the meaning ascribed to this term in the Recitals;

(e) "**Business Day**" means a day on which banks are open for business in the Province of Alberta, or the State of Arizona but does not include a Saturday, Sunday or statutory holiday in the Province of Alberta or the State of Arizona;

(f) "**CCAA Proceedings**" has the meaning ascribed to that term in the Recitals;

(g) "**Chapter 15 Proceedings**" means the proceedings under case 26-10547-LSS commenced by Applicants before the US Court under Chapter 15 of title 11 of the United States Code seeking recognition of the CCAA Proceedings and recognition and enforcement of the Approval and Vesting Order in the United States;

(h) "**Recognition Order**" means an order of the US Court in the Chapter 15 Proceedings recognizing and giving full force and effect to the Approval and Vesting Order, approving the Transaction under section 363 of the United States Bankruptcy Code, finding that the Purchaser is a good-faith purchaser entitled to the protections of section 363(m) of the United States Bankruptcy Code, in each case as applicable, and authorizing the vesting and conveyance of the Purchased Lands located in the United States in and to the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances;

(i) "**US Court**" means the United States Bankruptcy Court for the District of Delaware;

(j) "**Closing**" means the completion of the purchase by the Purchaser, and sale by the Vendor, of the Vendor's right, title and interest in and to the Purchased Lands and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such purchase and sale, all subject to and in accordance with the terms and conditions of this Agreement;

(k) "**Closing Date**" means the date on which Closing occurs, being the date that is 5 Business Days following the date upon which all conditions in Sections 7.1, 7.2 and 7.3 have been satisfied or waived, as applicable; provided, however, that the Closing Date shall not be later than the SISP Termination Date (as defined in the SISP), and provided further, that if the land registry or recording office in which title or a deed to the Purchased Lands is registered or recorded is not open for business on such date, the Closing Date shall be the next day on which such land registry office is open;

(l) “**Commitment**” means that certain commitment for a standard owner’s policy of title insurance issued by the Title Company for the Purchased Lands;

(m) “**Court**” has the meaning ascribed to that term in the Recitals;

(n) “**Court Approval**” means (i) the issuance by the Court of the Approval and Vesting Order; and (ii) the issuance by the US Court in the Chapter 15 Proceedings of the Recognition Order, including the approvals and findings described in the definition of Recognition Order, it being understood and agreed that the Approval and Vesting Order shall be granted by the Court first and shall thereafter be submitted to the US Court for review, recognition and approval;

(o) “**Earnest Money**” has the meaning ascribed to that term in Section 3.1(b);

(p) “**Encumbrances**” means any 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, easements, rights of way, restrictive covenants and all other matters of record, 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;

(q) “**Initial Order**” has the meaning ascribed to that term in the Recitals;

(r) "**Monitor**" has the meaning ascribed to this term in the Recitals;

(s) "**Monitor’s Certificate**" means an executed certificate of the Monitor confirming that all other conditions to Closing have either been satisfied or waived by the Vendor and the Purchaser;

(t) "**Parties**" means, collectively, the Purchaser and the Vendor, and "**Party**" means any one of them;

(u) “**Permitted Encumbrances**” means the Encumbrances set forth in Schedule "B" attached hereto;

(v) “**Person**” means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority, or other entity however designated or instituted;

(w) “**Purchased Lands**” means those lands legally described in Schedule “A” attached hereto, together with (i) all wells, well equipment, pumps, pipelines, irrigation equipment and other fixtures and improvements located on or appurtenant to such lands; (ii) all water rights and appurtenances relating to such lands; and (iii) all of the Vendor's right, title and interest in and to the leases with the Arizona State Land Department (the "**ASLD Leases**") relating to or affecting such lands, as more particularly described in Schedule "A";

(x) “**Purchase Price**” has the meaning ascribed to that term in Section 3.1;

(y) “**Purchaser**” has the meaning ascribed to that term in the preamble hereto;

(z) "**Taxes**" means all applicable federal, state and local sales or value added taxes, levies, duties, assessments, withholdings and similar charges imposed in respect of the Transaction or the Purchased Lands, together with any interest, penalties and additions thereto, but does not include any income taxes or capital gains taxes; and "**Tax Legislation**" means all applicable federal, state and local statutes, regulations and rules relating to Taxes, including the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder;

(aa) "**Title Company**" means Pioneer Title Agency, Inc., 1550 E. Missouri Ave, Phoenix, Arizona 85014, Attn: Donna Walt (donna.walt@ptaaz.com);

(bb) "**Transaction**" means the transaction for the purchase and sale of the Purchased Lands as contemplated in this Agreement;

(cc) "**Vendor**" has the meaning ascribed to that term in the preamble hereto;

1.2 **Schedules.** The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule A	Purchased Lands
Schedule B	Permitted Encumbrances

1.3 **Interpretation if Closing Does Not Occur.** If Closing does not occur, each provision of this Agreement which presumes that the Purchaser has acquired the Purchased Lands shall be construed as having been contingent upon Closing having occurred.

Article 2
Purchase and Sale

2.1 Subject to the terms and conditions of this Agreement, and in consideration of the payment by the Purchaser to the Vendor of the Purchase Price, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, accept and receive from the Vendor, on an "as is, where is" basis as more particularly set out in Article 6, all of the Vendor's right, title and interest in and to the Purchased Lands. Notwithstanding any other provision of this Agreement, the Vendor's sole obligation with respect to the condition of title shall be to convey the Purchased Lands free and clear of Encumbrances (that secure the payment of money or otherwise constitute financial or monetary Encumbrances, and the Purchased Lands shall otherwise be conveyed subject to all Permitted Encumbrances and all other non-monetary Encumbrances of record, including easements, rights of way, restrictive covenants and other matters of record.

2.2 Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, and legal and beneficial ownership of the Purchased Lands shall transfer from the Vendor to the Purchaser on the Closing Date, and the Purchaser agrees to assume, discharge, perform and fulfil all obligations and liabilities, known or unknown, of the Vendor with respect to the Purchased Lands, from and solely to the extent arising after the Closing Date.

Article 3
Purchase Price

3.1 **Purchase Price.** The consideration payable by the Purchaser to the Vendor for the Purchased Lands shall be the sum of US$[redacted] (the "**Purchase Price**"), plus Taxes, to be paid as follows:

(a) US$[redacted] by way of earnest money (the "**Earnest Money**") in an amount equal to 5% of the Purchase Price, to be paid to the Title Company by way of wire transfer or bank draft in immediately available funds immediately upon the Purchaser submitting its offer to purchase the Purchased Lands, which offer is conditional upon the Purchaser's receipt and approval of the Commitment in accordance with Section 8.5. The Title Company shall hold the Earnest Money pending the Purchaser's approval of the Commitment. If the Purchaser does not approve the Commitment, the Earnest Money shall be returned to the Purchaser. If the Purchaser approves (or is deemed to approve) the Commitment, the Earnest Money shall be paid directly to the Monitor to be held by the Monitor in a non-interest bearing trust account and applied against the Purchase Price on Closing; and

(b) the balance of the Purchase Price to be paid to the Monitor by way of wire transfer in immediately available funds on or before the Closing.

3.2 **Earnest Money.** Following the Purchaser's approval of the Commitment and payment of the Earnest Money to the Monitor, the Monitor shall hold the Earnest Money in trust without interest for the Vendor and the Purchaser as follows:

(a) the Earnest Money shall be applied against the Purchase Price at Closing;

(b) if the purchase does not close, then Earnest Money shal be distributed in accordance with section 10.2 hereof.

If the Purchaser fails to pay the Earnest Money as required by this Agreement, the Vendor may void this Agreement at the Vendor's option by giving the Purchaser written notice.

3.3 **Allocation.** The Purchase Price shall be allocated among the Purchased Lands as agreed by the Parties.

3.4 **Prorations**. Property taxes, and all other items normally prorated between a vendor and purchaser for the sale of similar Purchased Lands including, without limitation, assessments, municipal charges, rents utilities, prepaid rent, and surface leases applicable to the Purchased Lands, shall be prorated as of the Closing Date and credited between the Parties within the closing escrow on the accrual basis, with the intent that the Vendor shall be responsible for all expenses and entitled to all revenues derived from the Purchased Lands for the period prior to the Closing Date and the Purchaser shall be responsible for all expenses and shall be entitled to all revenues in respect of the Purchased Lands as of and after the Closing Date.

Article 4
Taxes

4.1 **Taxes.** If any Taxes are payable in respect of the sale of the Purchased Lands or the Transaction, including any transfer, sales, use, federal, state or similar Taxes, but excluding any income taxes, property taxes and capital gain taxes, such Taxes shall be payable by the Purchaser as and when required by applicable Tax Legislation. For certainty, property taxes are not payable under this Article 4 and are instead prorated between the Parties in accordance with Section 3.4, and the Vendor shall remain responsible for any income taxes and capital gains taxes arising in respect of the Transaction. Each Party shall file such returns and remit such Taxes as and when required by applicable Tax Legislation.

Article 5
Representations and Warranties

5.1 **Purchaser's Representations.** The Purchaser hereby represents and warrants to the Vendor that as at the Closing Date:

(a) it is, as applicable, a corporation duly incorporated or a limited liability company duly formed and validly subsisting under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authority to enter into this Agreement and to complete the Transaction and it has taken all necessary corporate, partnership or other acts to authorize the execution, delivery and performance by it of this Agreement;

(b) the Purchaser is permitted under Applicable Law to purchase, acquire and hold the Purchased Lands, and neither the execution and delivery of this Agreement nor the completion of the Transaction by the Purchaser will contravene, breach or result in any violation of any Applicable Law or any order, judgment or decree of any Governmental Authority applicable to the Purchaser or the Purchased Lands;

(c) neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under any indenture, mortgage,

deed of trust or any other agreement to which the Purchaser is a party or by which it is bound which breach could materially affect the ability of the Purchaser to perform its obligations hereunder;

(d) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws relating to creditors' rights generally and subject to general principles of equity;

(e) other than the fees approved by the SISP Order to an applicable Property Broker (as defined in the SISP), the Vendor will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by the Purchaser; and

(f) the Purchaser will have the financial resources necessary to pay, as and when due from the Purchaser, the Purchase Price, its legal fees and expenses, registration costs and any other amounts payable by the Purchaser pursuant hereto or otherwise contemplated hereby.

Article 6
“As Is, Where Is”

6.1 Notwithstanding any other provisions of this Agreement, the Purchaser hereby acknowledges and agrees:

(a) the Purchased Lands are being purchased on an "as is, where is" basis as it exists as of the date of this Agreement and, on Closing, the Purchaser will accept the Purchased Lands in the state, and condition existing as of the date of this Agreement;

(b) it has undertaken to its satisfaction such searches, investigations, inspections and other due diligence in connection with entering into this Agreement and based solely thereon, has determined to proceed with the Transaction;

(c) all written and oral information provided by the Vendor, the Monitor and their respective representatives to the Purchaser in connection with the Purchased Lands has been provided for the convenience of the Purchaser only and neither the Vendor, nor the Monitor nor their respective representatives have made or are making any representation or warranty, express or implied, statutory or otherwise, as to the accuracy or completeness of any such information; and

(d) neither the Vendor, the Monitor, nor any of their respective representatives has made or is making any representations, warranties, statements or promises whatsoever, express or implied, statutory or otherwise, with respect to the Purchased Lands, including without limitation with respect to: (i) warranty or condition of the Vendor’s right, title and interest in or to the Purchased Lands; (ii) warranty or condition of merchantability, marketability, location, condition (including environmental condition), description, fitness for a particular purpose of the Purchased Lands; (iii) compliance or non-compliance with laws, regulations, including environmental rules; and (iv) warranty, condition or existence of any parts or components, latent defects, quality, quantity, encumbrances, liens or charges or any other thing affecting the Purchased Lands, including without limitation any environmental contamination or environmental liabilities affecting the Purchased Lands.

6.2 **Monitor Liability.** The Purchaser hereby expressly acknowledges and agrees that the Monitor is not party to this Agreement and is acting in relation to the SISP only in its capacity as Court-appointed Monitor and shall have no personal or corporate liability under or as a result of anything in this Agreement.

6.3 **Environmental Assessment; All Appropriate Inquiries.** The Vendor shall make available to the Purchaser a Phase I environmental site assessment in respect of the Purchased Lands before the ten (10) day period for the Purchaser's review of the Commitment described in Section 8.5 begins. The Phase I environmental site assessment shall be prepared in accordance with the standards prescribed under the All Appropriate Inquiries rule (40 C.F.R. Part 312) and ASTM E1527. The Vendor will use commercially reasonable efforts to cause the Phase I environmental site assessment to be certified to Purchaser, or a reliance letter issued to Purchaser at the Closing. The Purchaser shall reimburse the Vendor for the actual, reasonable cost incurred by the Vendor in obtaining such Phase I environmental site assessment (including any reliance letter or certification), which amount shall be payable by the Purchaser as a closing cost and credited to the Vendor within the closing escrow on the Closing Date. The Purchaser acknowledges and agrees that delivery of such Phase I environmental site assessment, together with the Purchaser's own review during such period, is intended to enable the Purchaser to conduct all appropriate inquiries into the previous ownership and uses of the Purchased Lands and to satisfy the conditions necessary for the Purchaser to qualify for the applicable environmental liability protections, including the bona fide prospective purchaser defense under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Nothing in this Section 6.3 shall derogate from the "as is, where is" nature of the Transaction or from the acknowledgements and disclaimers set out in Sections 6.1 and 6.2.

Article 7
Conditions

7.1 **Mutual Conditions.** The respective obligations of the Vendor and the Purchaser to complete the purchase and sale of the Purchased Lands are subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

(a) the Initial Order, the ARIO and the SISP Order shall be in full force and effect, no person entitled by law to do so shall have redeemed the Purchased Lands and no notice of appeal shall have been served in relation to the Initial Order, the ARIO and the SISP Order;

(b) the Court shall have granted the Approval and Vesting Order and the US Court shall have granted the Recognition Order (including the approvals and findings described in the definition of Recognition Order), and the Approval and Vesting Order and Recognition Order shall each be in full force and effect and no notice of appeal shall have been served in relation to the Approval and Vesting Order or Recognition Order (as applicable);

(c) no governmental authority shall have enacted, issued or promulgated any final or non-appealable order or Applicable Law which has the effect of: (i) making any of the transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the Vendor from the sale of the Purchased Lands; and

(d) the Closing is not otherwise prohibited by Applicable Law.

The foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may be asserted by the Vendor or the Purchaser regardless of the circumstances and may be waived only with the agreement of both the Vendor and the Purchaser.

7.2 **Purchaser's Conditions.** The obligation of the Purchaser to complete the purchase of the Purchased Lands is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

(a) the Vendor shall have complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement; and

(b) the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at or before the Closing all the documents contemplated in Section 8.2.

(c) the Vendor shall have delivered, or caused to have been delivered, at or before the Closing, all documents and consents required under Schedule B of the Commitment for the assignment and assumption of the ASLD Leases, and the Purchaser shall not be required to close on a partial conveyance if any such document or consent has not been delivered or obtained.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have.

7.3 **Vendor's Conditions.** The obligation of the Vendor to complete the sale of the Purchased Lands subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

(a) all representations and warranties of the Purchaser contained in Article 5 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;

(b) the Purchaser shall have complied with and performed in all material respects all of its covenants and obligations contained in this Agreement;

(c) the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at or before the Closing all the documents contemplated in Section 8.3;

(d) the Vendor has not lost its ability to convey the Purchased Lands for any reason whatsoever; and

(e) the Purchaser shall have paid to the Vendor all amounts required to be paid by it under this Agreement.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have.

7.4 From the date hereof until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in this Article 7.

Article 8
Closing

8.1 **Closing Date, Place of Closing; Fees.** Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date, or at such other time as the Parties may agree in writing. The fees of Title Company (acting in its capacity as escrow agent) will be paid one-half (1/2) by Vendor and one-half (1/2) by Purchaser. Purchaser shall pay recording fees for the Deed and any other instruments that Purchaser wishes to record. Vendor shall pay the cost of a standard coverage (non-extended) owner's policy of title insurance with coverage in the amount of the Purchase Price. Purchaser shall pay any additional premiums for extended coverage, lender coverage, increased policy limits, and endorsements. All other escrow-related charges not otherwise expressly provided for herein are shared in accordance with Title Company's prevailing custom in Maricopa County, Arizona.

8.2 **Vendor's Closing Deliveries.** The Vendor shall deliver (or cause to be delivered) to the Purchaser's solicitor or the Title Company, as appropriate, on or before the Closing Date:

(a) a Court certified copy of the Approval and Vesting Order;

(b) a US Court certified copy of the Recognition Order;

(c) a duly executed copy of the Monitor's Certificate;

(d) a statement of adjustments submitted to the Purchaser at least two (2) Business Days prior to the Closing Date setting out the adjustments to the Purchase Price required under Section 3.4;

(e) all keys in the Vendor's actual possession;

(f) all other certificates, documents, closing instructions, closing statements, instruments and writings necessary or desirable to effectuate the Transaction or required by Title Company;

(g) all documents listed in Section 8.3 which contemplate execution by the Vendor;

(h) any other documents as are referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement;

(i) a duly executed and acknowledged special warranty deed in recordable form conveying the Purchased Lands to the Purchaser subject to all matters of record, and all matters which would be disclosed by an inspection or an accurate survey, together with a duly executed Affidavit of Property Value, each in form suitable for recording in the applicable county records;

(j) at or before the Closing, a duly executed assignment and assumption of the ASLD Leases in registrable or recordable form, together with all documents and consents required under Schedule B of the Commitment for such assignment and assumption;

(k) a duly executed bill of sale conveying to the Purchaser all wells, well equipment, pumps, pipelines, irrigation equipment and other personal property included in the Purchased Lands, along with duly executed well transfer forms to fully and finally assign all rights and obligations regarding all wells on the Purchased Lands; and

(l) a duly executed owner's affidavit (and such other affidavits, indemnities or supporting documentation) in form reasonably required by the Title Company to facilitate the issuance of the owner's policy of title insurance to the Purchaser.

8.3 **Purchaser's Closing Deliveries.** The Purchaser shall deliver (or cause to be delivered) to the Vendor's solicitor on or before the Closing Date:

(a) the Purchase Price in accordance with Section 3.1;

(b) evidence of the Purchaser's filing and remittance of any Taxes required to be withheld and remitted by the Purchaser in respect of the Transaction under applicable Tax Legislation, to the extent applicable, as referred to in Section 4.1;

(c) duly executed Affidavit of Property Value and a duly executed assignment and assumption of the ASLD Leases, together with all other certificates, documents, closing instructions, closing statements, instruments and writings necessary or desirable to effectuate the Transaction or required by the Title Company;

(d) all documents listed in Section 8.2 which contemplate execution by the Purchaser; and

(e) any other documents, resolutions and certificates as are referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

8.4 **Earnest Money.** Upon submission of the Purchaser's offer to purchase the Purchased Lands, the Earnest Money shall be paid to and held by the Title Company pending the Purchaser's approval of the Commitment. If the Purchaser does not approve the Commitment in accordance with Section 8.5, the Title Company shall return the Earnest Money to the Purchaser. If the Purchaser approves (or is deemed to approve) the Commitment, the Title Company shall pay the Earnest Money directly to the Monitor, to be held by the Monitor in accordance with Sections 3.1 and 3.2 and credited to the Purchase Price on the Closing Date. For the avoidance of doubt, acceptance by the Purchaser of the Commitment shall not result in the Purchaser's offer being designated as a Successful Bid within the meaning of the SISP Procedures.

8.5 **Title Review and Submission for Court Approval.** The Purchaser shall have ten (10) days after both the Commitment and the Phase I environmental site assessment described in Section 6.3 have been made available to the Purchaser to review and either approve or disapprove the Commitment. If the Purchaser's examination of the Commitment (at the Purchaser's expense) discloses title irregularities that render title unmerchantable, the Purchaser shall deliver written notice specifying such irregularities to the Vendor within such ten (10) day period. If the Purchaser disapproves the Commitment in writing within such ten (10) day period, this Agreement may be terminated by either Party by written notice to the other within 5 business days following such notice from Purchaser, in which case the Earnest Money shall be returned to the Purchaser, subject to the SISP and any order of the Court. If no termination notice is given within the 5 business day period by either party, then the Commitment will be deemed to have been approved. If the Purchaser does not deliver written notice of objection to any title irregularities within such ten (10) day period, the Purchaser shall be deemed to have approved the Commitment. If the Purchaser approves (or is deemed to approve) the Commitment, this Agreement (executed by the Purchaser) shall be submitted to the Monitor as a Binding Bid. If said Binding Bid is accepted as a Successful Bid in accordance with the SISP, the Vendor shall seek approval of this Agreement by the Court.

8.6 **Survey.** If the Purchaser requires extended coverage under the owner's policy of title insurance, the Vendor shall order a current survey of the Purchased Lands based on the Commitment, prepared and certified to the Purchaser and the Title Company. The Purchaser shall reimburse the Vendor for the actual, reasonable cost incurred by the Vendor in obtaining such survey, which amount shall be payable by the Purchaser as a closing cost and credited to the Vendor within the closing escrow on the Closing Date.

8.7 **Release of Funds**. Upon the recording of title or deed (as applicable) to the Purchased Lands into the name of the Purchaser or its designate free and clear of all Encumbrances other than the Permitted Encumbrances, and upon delivery of the Monitor's Certificate and satisfaction or waiver by the Purchaser of the condition set forth in Section 7.2(c), the balance of the Purchase Price (together with any adjustments) shall be released and paid to the Monitor for the account of the Vendor in accordance with this Agreement and any applicable order of the Court.

Article 9
Indemnity

9.1 **General Indemnity**. If Closing occurs, the Purchaser shall indemnify and save harmless the Monitor, the Vendor, its affiliates and their respective representatives from and against, all losses and liabilities suffered, sustained, paid or incurred by the Monitor, the Vendor, its affiliates or their respective representatives related to or in connection with the Purchased Lands from and solely to the extent arising after the Closing Date. The Purchaser's indemnity obligations set forth in this Section 9.1 shall survive the Closing Date indefinitely.

9.2 **Broker Indemnity.** The Purchaser shall indemnify and save harmless the Monitor, the Vendor, its affiliates and their respective representatives from and against any and all claims, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with any brokerage commission, finder's fee, agent's fee or other similar payment claimed by any broker, agent or other Person engaged by, or claiming to act on behalf of, the Purchaser in

connection with the Transaction. The Purchaser's indemnity obligations set forth in this Section 9.2 shall survive the Closing Date.

9.3 **Inspection Indemnity.** The Purchaser shall indemnify the Monitor, the Vendor, its affiliates and their respective representatives against all claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of any pre-Closing entry, inspection or testing of the Purchased Lands by the Purchaser or its representatives, agents, consultants or contractors, except to the extent caused by the Vendor's gross negligence or willful misconduct. The Purchaser shall maintain commercial general liability insurance in commercially reasonable amounts in respect of such activities, with Vendor as an additional insured. Purchaser's insurance shall be primary and non-contributing. This Section 9.3 shall survive Closing and any termination of this Agreement.

Article 10
Termination

10.1 **Grounds for Termination.** This Agreement may be terminated at any time prior to Closing:

(a) subject to any Court order granted in the CCAA Proceedings, by the mutual written agreement of the Vendor and the Purchaser;

(b) by the Vendor if the Court refuses to grant the Approval and Vesting Order, or if the US Court refuses to grant the Recognition Order;

(c) by either Party if:

(i) such Party is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the other Party under this Agreement that would give rise to the failure of any of the conditions specified in Article 7, and such breach, inaccuracy or failure cannot be cured by the other Party by the Closing Date; or

(ii) any of the conditions set forth in Article 7 for the benefit of such Party shall not have been fulfilled by the Closing Date, unless such failure shall be due to the failure of such Party to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing; or

(iii) there shall be any law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or

(iv) Vendor is restrained or enjoined from completing the transaction contemplated herein by any governmental authority (including without limitation the Court).

10.2 **Effect of Termination.** In the event of termination of this Agreement in accordance with this Article 10, this Agreement shall become terminated and of no further force and effect , and the sole and exclusive remedies of the Parties shall be as follows: (a) if termination results from a breach or default by the Purchaser of its obligations under this Agreement, the Earnest Money shall be forfeited to and retained by the Vendor as liquidated damages and not as a penalty, and not as a limit on the Purchaser's indemnity obligations under this Agreement; and (b) if termination results from a breach or default by the Vendor, an unremedied failure by the Vendor to satisfy the condition set forth in Section 7.2(c) by the Closing Date, or from any other cause set out in this Article 10 that is not a breach or default by the Purchaser, the Purchaser may terminate this Agreement and the Earnest Money shall be returned to the Purchaser. Except as expressly set out in this Section 10.2, no Party shall have any other right, remedy, cause of action or claim against the other arising from a breach of or the termination of this Agreement. For certainty, nothing in this Section 10.2 shall limit, release or otherwise affect the Purchaser's indemnity obligations under this Agreement, which shall survive termination in accordance with their terms.

Article 11
General

11.1 **Expenses.** Except as otherwise expressly provided herein, all costs and expenses, including fees, charges and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred

11.2 **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours in Alberta of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.2):

If to the Vendor:

FTI Consulting Canada Inc. solely in its capacity as Court-appointed Monitor of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd.
520 Fifth Avenue S.W. Suite 1610
Calgary, Alberta T2P 3R7

Email: monettefarms@fticonsulting.com / Darrell.bishop@monettefarms.ca

Attention: Monitor / Darrell Bishop

with a copy to Vendor's Property Broker:

South-West Land Associates, LLC

Email: ch@chazhavranek.com / swland@cox.net

Attention: Charles J. Havranek and Lucas Schlosser

with a copy to Vendor's Counsel:

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

Email: Jeffrey Oliver / Matteo Clarkson-Maciel

Attention: joliver@cassels.com / mclarksonmaciel@cassels.com

If to Purchaser:

BYNER CATTLE COMPANY

4340 E. Cotton Center Blvd., Suite 110

Phoenix, AZ 85040

USA

	Email:	cfranks@fmi.com
	Attention:	Chris Franks
with a copy to:	SNELL & WILMER L.L.P.	
	1 E Washington St., Suite 2700	
	Phoenix, AZ 85004	
	USA	
	Email:	lnarducci@swlaw.com / bsuzuki@swlaw.com
	Attention:	Lucas Narducci / Bryce Suzuki

11.3 **Interpretation.** For purposes of this Agreement, (a) the words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein", "hereof," "hereby", "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Schedules mean the Articles and Sections of, and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in US dollars.

11.4 **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11.5 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.6 **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Schedules, the statements in the body of this Agreement will control.

11.7 **Successors and Assigns.** This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

11.8 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto, their Representatives and their respective successors and permitted assigns and nothing herein, express or implied, is intended to, or shall, confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.9 **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.10 **Governing Law; Forum Selection.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the state in which the Purchased Lands are located, without regard to its conflict of laws principles.

(b) Any action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby or thereby, including all matters of construction, validity and performance, may be brought in the US Court, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of the US Court in any such action or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in the US Court and irrevocably waive and agree not to plead that any such action or proceeding brought in the US Court has been brought in an inconvenient forum.

11.11 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MONETTE FARMS ARIZONA, LLC

By Darrel Monette (Aug 11, 2026 14:08:01 PDT)

Name: Darrel Monette

Title: President & CEO

BYNER CATTLE COMPANY

By Francis McAllister

Name: Francis R. McAllister

Title: Vice President

The Title Company hereby acknowledges receipt of a fully executed copy of this Agreement, confirms that it has reviewed and understands the terms and conditions hereof applicable to it, and agrees to accept and be bound by the provisions of this Agreement that pertain to the Title Company, including its obligations as escrow agent with respect to the Earnest Money and the Closing. The Title Company agrees to act in accordance with, and hereby accepts this Agreement as, its escrow instructions, and agrees to hold, disburse and deal with the Earnest Money and all other funds and documents deposited with it strictly in accordance with the terms of this Agreement and any applicable order of the Court. In the event of any conflict between the terms of this Agreement and any separate escrow instructions or general escrow provisions of the Title Company, the terms of this Agreement shall govern and control.

PIONEER TITLE INSURANCE AGENCY, INC.

By ______________________

Name: Donna Walt

Title: Branch Manager

Schedule A
Purchased Lands

(see attached)

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Fee Land:

Parcel No 1: (APN 506-05-024 and 506-05-025)

The East half of Section 24, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all gas, oil and mineral rights as reserved instrument recorded in Docket 2271, Page 185 and in Docket 2225, Page 419.

Parcel No. 2: (APN 506-06-041D)

The Southwest quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 3: (APN 506-06-041K)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southeast corner of said Section 25 marked with a General Land Office brass cap whence the South quarter corner of said Section 25 marked with a General Land Office brass cap lies North 89 degrees 52 minutes 27 seconds West, a distance of 2643.39 feet;

Thence North 00 degrees 00 minutes 53 seconds West along the East line of said Southeast quarter, a distance of 1321.53 feet to the POINT OF BEGINNING;

Thence departing said East line North 89 degrees 56 minutes 50 seconds West, a distance of 1057.57 feet;

Thence North 00 degrees 01 minutes 27 seconds West, a distance of 1320.18 feet to a point on the North line of said Southeast quarter whence the center of Section 25 marked with a ½ inch rebar cap RLS 27233 lies South 89 degrees 58 minutes 46 seconds West, a distance of 1586.68 feet;

Thence North 89 degrees 58 minutes 46 seconds East along said North line, a distance of 1057.79 feet to the East quarter corner of said Section 25 marked with a ½ inch rebar with cap RLS 27233;

Thence South 00 degrees 00 minutes 53 seconds East along the East line of said southeast quarter, a distance of 1321.53 feet to the POINT OF BEGINNING.

EXHIBIT A
(Continued)

Parcel No. 4: (APN 506-06-041L)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southeast corner of said Section 25 marked with a General Land Office brass cap whence the South quarter corner of said Section 25 marked with a General Land Office brass cap lies North 89 degrees 52 minutes 27 seconds West, a distance of 2643.39 feet;

Thence North 89 degrees 52 minutes 27 seconds West along the South line of said Southeast quarter a distance of 1057.36 feet;

Thence departing said South line, North 00 degrees 01 minutes 27 seconds West, a distance of 1320.18 feet;

Thence South 89 degrees 56 minutes 50 seconds East a distance of 1057.57 feet to a point on the East line of said Southeast quarter whence the East quarter corner of said Section 27 marked with a ½ inch rebar with cap RLS 27233 lies North 00 degrees 00 minutes 53 seconds West a distance of 1321.53 feet;

Thence South 00 degrees 00 minutes 53 seconds East along said East line, a distance of 1321.53 feet to the POINT OF BEGINNING.

Parcel No. 5: (APN 506-06-041M)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the South quarter corner of said Section 25 marked with a General Land Office brass cap whence the Southeast corner of said Section 25 marked with a General Land Office brass cap lies South 89 degrees 52 minutes 27 seconds East a distance of 2643.39 feet;

Thence North 00 degrees 02 minutes 18 seconds West along the West line of said Southeast quarter a distance of 1757.54 feet to the POINT OF BEGINNING;

Thence continuing North 0 degrees 02 minutes 18 seconds West along said West line a distance of 878.77 feet to the center of said Section 25 marked with a ½ inch rebar with cap RLS 27233;

Thence South 89 degrees 58 minutes 46 seconds East along the North line of said Southeast quarter a distance of 1586.68 feet;

EXHIBIT A
(Continued)

Thence departing said North line, South 00 degrees 01 minutes 27 seconds East a distance of 880.12 feet;

Thence South 89 degrees 58 minutes 18 seconds West a distance of 1586.46 feet to the POINT OF BEGINNING.

Parcel No. 6: (APN 506-06-041N)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the South quarter corner of said Section 25 marked with a General Land Office brass cap whence the Southeast corner of said Section 25 marked with a General Land Office brass cap lies South 89 degrees 52 minutes 27 seconds East a distance of 2643.39 feet;

Thence North 00 degrees 02 minutes 18 seconds West along the West line of said Southeast quarter a distance of 878.88 feet to the POINT OF BEGINNING;

Thence continuing North 0 degrees 02 minutes 18 seconds West along said West line a distance of 878.77 feet to a point whence the center of said Section 25 lies North 89 degrees 02 minutes 18 seconds West a distance of 878.77 feet;

Thence departing said West line South 89 degrees 58 minutes 18 seconds East a distance of 1586.46 feet;

Thence South 00 degrees 01 minutes 27 seconds East a distance of 880.12 feet;

Thence South 89 degrees 55 minutes 22 Seconds West a distance of 1586.25 feet to the POINT OF BEGINNING.

Parcel No. 7: (APN 506-06-041P)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the South quarter corner of said Section 25 marked with a General Land Office brass cap whence the Southeast corner of said Section 25 marked with a General Land Office brass cap lies South 89 degrees 52 minutes 27 seconds East a distance of 2643.39 feet;

Thence North 00 degrees 02 minutes 18 seconds West along the West line of said Southeast quarter a distance of 878.77 feet;

EXHIBIT A
(Continued)

Thence departing said West line South 89 degrees 55 minutes 22 seconds East a distance of 1586.25 feet;

Thence South 00 degrees 01 minutes 27 seconds East a distance of 880.12 feet to a point on the South line of said Southeast quarter whence the Southeast corner of said Section 25 marked with a General Land Office brass cap lies South 89 degrees 52 minutes 27 seconds East a distance of 1057.36 feet;

Thence North 89 degrees 52 minutes 27 seconds West along said South line a distance of 1586.04 feet to the POINT OF BEGINNING.

Parcel No. 8: (APN 506-07-013E)

The Southwest quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals in the land as set forth in the Patent of said land.

Parcel No. 9: (APN 506-07-013F)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of said Section 30, from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East, a distance of 1323.3 feet to the Northeast corner of that certain parcel of land described in Deed recorded in Document No. 2005-145315;

Thence South 89 degrees 53 minutes 55 seconds West along the North line of that certain parcel of land described in Deed recorded in Document No. 2005-145315, a distance of 2643.73 feet to a point on the West line of the Southeast quarter of said Section 30;

Thence along said West line, North 00 degrees 03 minutes 54 seconds West a distance of 1320.69 feet to the Northwest corner of the Southeast quarter of said Section 30;

Thence along the North line of the Southeast quarter of said Section 30, North 89 degrees 50 minutes 49 seconds East, a distance of 156.82 feet;

Thence South 00 degrees 09 minutes 11 seconds East, a distance of 22.04 feet;

EXHIBIT A
(Continued)

Thence North 89 degrees 50 minutes 49 seconds East, a distance of 1861.13 feet;

Thence South 00 degrees 09 minutes 11 seconds East, a distance of 35.68 feet;

Thence North 89 degrees 50 minutes 49 seconds East, a distance of 130.56 feet;

Thence North 00 degrees 09 minutes 11 seconds West, a distance of 57.72 feet to a point on the North line of the Southeast quarter of said Section 30;

Thence along said North line, North 89 degrees 50 minutes 49 seconds East, a distance of 495.01 feet to the POINT OF BEGINNING;

EXCEPTING therefrom, all coal and other minerals in said land as reserved to the United States of America in Patent to said land; and

EXCEPT a portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of said Section 30 from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East, a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West, a distance of 2643.62 feet to a point on the East line of the Southeast quarter of said Section 30;

Thence along said East line, North 00 degrees 03 minutes 54 seconds West, a distance of 661.57 feet to the Northwest corner of the Southeast quarter of said Section 30;

Thence along the North line of the Southeast quarter of said Section 30, North 89 degrees 50 minutes 49 seconds East, a distance of 156.82 feet;

Thence South 00 degrees 09 minutes 11 seconds East, a distance of 22.04 feet;

Thence North 89 degrees 50 minutes 49 seconds East, a distance of 1861.13 feet;

Thence South 00 degrees 09 minutes 11 seconds East, a distance of 35.68 feet;

Thence North 89 degrees 50 minutes 49 seconds East, a distance of 130.56 feet;

EXHIBIT A
(Continued)

Thence North 00 degrees 09 minutes 11 seconds West, a distance of 57.72 feet to a point on the North line of the Southeast quarter of said Section 30;

Thence along said North line, North 89 degrees 50 minutes 49 seconds East, a distance of 495.01 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in the Patent to said land.

Parcel No. 10: (APN 506-07-013J)

The South 1318.08 feet of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 659.00 feet of the West half of the South 1318.08 feet of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; and

EXCEPT all coal and other minerals in said land as reserved to the United States of America in the Patent to said land.

Parcel No. 11: (APN 506-07-013K)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East, a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 1980.33 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 668.30 feet to a point on the West line of the Southeast quarter of said Section 30;

Thence along said West line North 00 degrees 04 minutes 28 seconds West a distance of 661.57 feet to the Northwest corner of the Southeast quarter of said Section 30;

EXHIBIT A
(Continued)

Thence along said North line of the Southeast quarter of said Section 30, North 89 degrees 50 minutes 49 seconds East a distance of 156.82 feet;

Thence South 00 degrees 09 minutes 11 seconds East a distance of 22.04 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 506.34 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 640.13 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 12: (APN 506-07-013M)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West, a distance of 984.60 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 327.71 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 640.73 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 327.71 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 641.02 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 13: (APN 506-07-013N)

EXHIBIT A
(Continued)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 657.04 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 327.56 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 641.02 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 327.56 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 641.32 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 14: (APN 506-07-013P)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 657.04 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 641.32 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 31.51 feet;

EXHIBIT A
(Continued)

Thence South 00 degrees 09 minutes 11 seconds East a distance of 35.68 feet;

Thence North 89 degrees 09 minutes 11 seconds West a distance of 57.72 feet to a point on the North line of the Southeast quarter of said Section 30;

Thence along said North line North 89 degrees 50 minutes 49 seconds East a distance of 495.01 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 15: (APN 506-07-013Q)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 1646.32 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 334.01 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 640.13 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 334.01 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 640.43 feet to the POINT OF BEGINNING;
EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 16: (APN 506-07-013R)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

EXHIBIT A
(Continued)

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a ½ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 1312.31 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 334.01 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 640.43 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 334.01 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 640.73 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Leasehold

Parcel No. 17: ASLD Lease 03-078735

The Southwest quarter of the Southwest quarter of the Southwest quarter of Section 28, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 18: Portion of ASLD Lease 01-001199

Section 29, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 19: ASLD Lease 01-110421

Lots 1 and 2, the East half of the Northwest quarter and the Northeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 20: Portion of ASLD Lease 01-001199

EXHIBIT A
(Continued)

The East half of Section 31, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 21: Portion of ASLD Lease 01-001199

The North half and the North half of the Southwest quarter and the Southeast quarter of the Southwest quarter and the Southeast quarter of Section 32, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South half of the Southeast quarter of the Southeast quarter of the Southeast quarter of the Southeast quarter.

Parcel No. 22: Portion of ASLD Lease 01-001199

The North half of Section 33, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXHIBIT A
(Continued)

Fixtures and Other Property

MONETTE FARMS WELL #	MOTOR	ENGINE	ID #	HP	GEARHEAD	PUMP	PUMP ID
1	ELEC. SUB.						
2	US ELEC		842799-16	500			
3	US ELEC		09-7631124-0002R.00 02	500			
4		CAT 8 CYL	3N6991-3	400	YES	SIMMONS	119415-16
5	SUBMER			500			
6	US ELEC			300			
7		CAT 16 CYL TURBO		1000	YES		
8	GE		KUFT298U033	400		SIMFLO	5HC-10
9	NORTH AMER. ELEC		1402051-SB-YS	250		FM-POMONA	
10		TEMPORARY					
11		CAT 16 CYL		350	YES		
12		TEMPORARY					
13	US ELEC		CG6374-162 81-2872	500		LAYNE-BOWLER	
TOTAL							
VALLEY LATERAL SPRINKLER		CAT 6 CYL				CORNELL - 3000 GPM	81-2872
8 - 10,000 Bushel Grain Tanks							
70 Foot Sidewinder Truck Scale							

Schedule B
Permitted Encumbrances

PERMITTED ENCUMBRANCES FOR TRANSACTION SUBJECT TO SECTION 8.5 OF THE AGREEMENT SHALL BE DETERMINED DURING REVIEW PERIOD BASED ON INFORMATION PROVIDED BY TITLE COMPANY AT OPENING OF ESCROW.

Appendix "C" – Blackline of Redacted Arizona Purchase and Sale Agreement

SISP AGREEMENT OF PURCHASE AND SALE OF US ASSETS

This Agreement is dated as of August ___, 2026, between:

12

BETWEEN:

MONETTE FARMS ARIZONA, LLC., a limited liability company formed under the laws of the State of Arizona

(the "Vendor")

-and-

BYNER CATTLE COMPANY, a Nevada corporation

(the "**Purchaser**")

WHEREAS:

~~A.~~ A. The Vendor and its affiliates have commenced proceedings before the Court of King's Bench of Alberta (the "**Court**") Action No. 2601 07148 (the "**CCAA Proceedings**") under the Companies' Creditors Arrangement Act (Canada) ("**CCAA**") and have received an order (as amended or amended and restated from time to time, the "**Initial Order**") granting, among other things, various relief, appointing FTI Consulting Canada Inc. as court-appointed monitor (the "**Monitor**") over certain Applicants in the CCAA Proceedings (including the Vendor and its affiliates), and requiring disposals of the Purchased Lands (defined herein) to be subject to an order granted in the CCAA proceedings and recognition of such order in the Chapter 15 Proceedings (as defined herein).

~~B.~~ B. On May 1, 2026, the Court granted an amended and restated Initial Order in these CCAA Proceedings (the "**ARIO**").

~~C.~~ C. By order pronounced June 12, 2026, the Court granted an order (the "**SISP Order**") authorizing a sale and investment solicitation process ("**SISP**") to be commenced for the disposal of the Property (as defined in the SISP Order) of the Vendor and its affiliates and setting out a procedure in which the SISP was to be run (the "**SISP Procedure**").

~~D.~~ D. The Purchaser has submitted a binding bid in the form of this sale and purchase agreement and, pursuant to the SISP Order, the Purchaser's bid may be selected as a Successful Bid for the Purchased Lands.

~~E.~~ E. Subject to the successful designation above and to this Agreement, the Vendor will bring an application in the Court on or about August 19, 2026 seeking, among other things: (i) approval of this Agreement; and (ii) the vesting of the Purchased Lands in and to the Purchaser in accordance with the SISP subject to recognition and enforcement of the Approval and Vesting Order by the US Court in the Chapter 15 Proceedings, including approval of the Transaction under section 363 of the United States Bankruptcy Code and good faith purchaser protections under section 363(m) of the United States Bankruptcy Code, in each case as applicable, for the purpose of giving effect to the conveyance of the Purchased Lands located in the United States; and

~~F.~~ F. On the terms set out herein, the Vendor has agreed to sell, transfer and assign to the Purchaser, and the Purchaser has agreed to purchase, accept and assume from the Vendor, all of the right, title, interest and obligation in and to the Purchased Lands, subject to and in accordance with the terms and conditions set forth in this Agreement and subject to Court Approval (each as defined below).

IN CONSIDERATION of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- -

Article 1
~~Article 1~~
Interpretation

~~1.1~~ 1.1 Definitions. In this Agreement:

~~(a)~~ (a) "**Agreement**" means this agreement of purchase and sale, and any schedules attached hereto which are referred to in this agreement, together with any amendment or supplement thereto;

~~(b)~~ (b) "**Applicable Law**" means, in respect of any Person, asset, transaction, event or circumstance: (i) statutes (including regulations enacted thereunder); (ii) judgments, decrees and orders of courts of competent jurisdiction (including the common law); (iii) regulations, orders, ordinances and directives issued by Governmental Authorities; and (iv) the terms and conditions of all permits, licenses, approvals and authorizations, in each case which are applicable to such Person, asset, transaction, event or circumstance;

~~(c)~~ (c) "**Approval and Vesting Order**" means an order of the Court in the CCAA Proceedings approving the Transaction in accordance with the provisions of this Agreement, and vesting all of right, title and interest in and to the Purchased Lands in the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances;

~~(d)~~ (d) "**ARIO**" has the meaning ascribed to this term in the Recitals;

~~(e)~~ (e) "**Business Day**" means a day on which banks are open for business in the Province of Alberta, or the State of Arizona but does not include a Saturday, Sunday or statutory holiday in the Province of Alberta or the State of Arizona;

~~(f)~~ (f) "**CCAA Proceedings**" has the meaning ascribed to that term in the Recitals;

~~(g)~~ (g) "**Chapter 15 Proceedings**" means the proceedings under case 26-10547-LSS commenced by Applicants before the US Court under Chapter 15 of title 11 of the United States Code seeking recognition of the CCAA Proceedings and recognition and enforcement of the Approval and Vesting Order in the United States;

~~(h)~~ (h) "**Recognition Order**" means an order of the US Court in the Chapter 15 Proceedings recognizing and giving full force and effect to the Approval and Vesting Order, approving the Transaction under section 363 of the United States Bankruptcy Code, finding that the Purchaser is a good-faith purchaser entitled to the protections of section 363(m) of the United States Bankruptcy Code, in each case as applicable, and authorizing the vesting and conveyance of the Purchased Lands located in the United States in and to the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances;

~~(i)~~ (i) "**US Court**" means the United States Bankruptcy Court for the District of Delaware;

~~(j)~~ (j) "**Closing**" means the completion of the purchase by the Purchaser, and sale by the Vendor, of the Vendor's right, title and interest in and to the Purchased Lands and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such purchase and sale, all subject to and in accordance with the terms and conditions of this Agreement;

~~(k)~~ (k) "**Closing Date**" means the date on which Closing occurs, being the date that is 5 Business Days following the date upon which all conditions in Sections ~~7.1, 7.2~~7.1, 7.2 and ~~7.3~~7.3 have been satisfied or waived, as applicable; provided, however, that the Closing Date shall not be later than the SISP Termination Date (as defined in the SISP), and provided further, that if the land registry or recording office in which title or a deed to the Purchased Lands is registered or recorded is not open for business on such date, the Closing Date shall be the next day on which such land registry office is open;

~~(l)~~ (l) "**Commitment**" means that certain commitment for a standard owner's policy of title insurance issued by the Title Company for the Purchased Lands;

~~(m)~~ (m) "**Court**" has the meaning ascribed to that term in the Recitals;

~~(n)~~ (n) "**Court Approval**" means (i) the issuance by the Court of the Approval and Vesting Order; and (ii) the issuance by the US Court in the Chapter 15 Proceedings of the Recognition Order, including the approvals and findings described in the definition of Recognition Order, it being understood and agreed that the Approval and Vesting Order shall be granted by the Court first and shall thereafter be submitted to the US Court for review, recognition and approval;

~~(o)~~ (o) "**Earnest Money**" has the meaning ascribed to that term in Section 3.1(b);

~~(p)~~ (p) "**Encumbrances**" means any caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of ~~pre-emption~~preemption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, easements, rights of way, restrictive covenants and all other matters of record, 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;

~~(q)~~ (q) "**Initial Order**" has the meaning ascribed to that term in the Recitals;

~~(r)~~ (r) "**Monitor**" has the meaning ascribed to this term in the Recitals;

~~(s)~~ (s) "**Monitor's Certificate**" means an executed certificate of the Monitor confirming that all other conditions to Closing have either been satisfied or waived by the Vendor and the Purchaser;

~~(t)~~ (t) "**Parties**" means, collectively, the Purchaser and the Vendor, and "**Party**" means any one of them;

~~(u)~~ (u) "**Permitted Encumbrances**" means the Encumbrances set forth in Schedule "B" attached hereto;

~~(v)~~ (v) "**Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority, or other entity however designated or instituted;

~~(w)~~ (w) "**Purchased Lands**" means those lands legally described in Schedule "A" attached hereto, together with (i) all wells, well equipment, pumps, pipelines, irrigation equipment and other fixtures and improvements located on or appurtenant to such lands; (ii) all water rights and appurtenances relating to such lands; and (iii) all of the Vendor's right, title and interest in and to the leases with the Arizona State Land Department (the "**ASLD Leases**") relating to or affecting such lands, as more particularly described in Schedule "A";

~~(x)~~ (x) "**Purchase Price**" has the meaning ascribed to that term in Section 3.1;

~~(y)~~ (y) "**Purchaser**" has the meaning ascribed to that term in the preamble hereto;

~~(z)~~ (z) "**Taxes**" means all applicable federal, state and local sales or value added taxes, levies, duties, assessments, withholdings and similar charges imposed in respect of the Transaction or the Purchased Lands, together with any interest, penalties and additions thereto, but does not include any income taxes or capital gains taxes; and "**Tax**

Legislation" means all applicable federal, state and local statutes, regulations and rules relating to Taxes, including the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder;

~~(aa)~~ (aa) "**Title Company**" means ~~Chicago Title Insurance Company, 2390 East Camelback Road, Suite 120~~Pioneer Title Agency, Inc., 1550 E. Missouri Ave, Phoenix, Arizona ~~85016~~85014, Attn~~. Melissa Cocanower (melissa.cocanower@ctt~~: Donna Walt (donna.walt@ptaaz.com);

~~(bb)~~ (bb) "**Transaction**" means the transaction for the purchase and sale of the Purchased Lands as contemplated in this Agreement;

~~(cc)~~ (cc) "**Vendor**" has the meaning ascribed to that term in the preamble hereto;

~~1.2~~ 1.2 **Schedules.** The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

~~Schedule A~~	~~Purchased Lands~~
~~Schedule B~~	~~Permitted Encumbrances~~

Schedule A	Purchased Lands
Schedule B	Permitted Encumbrances

~~1.3~~ 1.3 **Interpretation if Closing Does Not Occur.** If Closing does not occur, each provision of this Agreement which presumes that the Purchaser has acquired the Purchased Lands shall be construed as having been contingent upon Closing having occurred.

Article 2
~~Article 2~~
Purchase and Sale

~~2.1~~ 2.1 Subject to the terms and conditions of this Agreement, and in consideration of the payment by the Purchaser to the Vendor of the Purchase Price, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, accept and receive from the Vendor, on an "as is, where is" basis as more particularly set out in Article 6, all of the Vendor's right, title and interest in and to the Purchased Lands. Notwithstanding any other provision of this Agreement, the Vendor's sole obligation with respect to the condition of title shall be to convey the Purchased Lands free and clear of Encumbrances (that secure the payment of money or otherwise constitute financial or monetary Encumbrances, and the Purchased Lands shall otherwise be conveyed subject to all Permitted Encumbrances and all other non-monetary Encumbrances of record, including easements, rights of way, restrictive covenants and other matters of record.

~~2.2~~ 2.2 Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, and legal and beneficial ownership of the Purchased Lands shall transfer from the Vendor to the Purchaser on the Closing Date, and the Purchaser agrees to assume, discharge, perform and fulfil all obligations and liabilities, known or unknown, of the Vendor with respect to the Purchased Lands, from and solely to the extent arising after the Closing Date.

Article 3
~~Article 3~~
Purchase Price

~~3.1~~ 3.1 **Purchase Price.** The consideration payable by the Purchaser to the Vendor for the Purchased Lands shall be the sum of US$[redacted] (the "**Purchase Price**"), plus Taxes, to be paid as follows:

~~(a)~~ (a) US$[redacted] by way of earnest money (the "**Earnest Money**") in an amount equal to 5% of the Purchase Price, to be paid to the Title Company by way of wire transfer or bank draft in immediately available funds immediately upon the Purchaser submitting its offer to purchase the Purchased Lands, which offer is conditional upon the Purchaser's receipt and approval of the Commitment in accordance with Section 8.5. The Title Company shall hold the Earnest Money pending the Purchaser's approval of the Commitment. If the Purchaser does not approve the Commitment, the Earnest Money shall be returned to the Purchaser. If the Purchaser approves (or is deemed to approve) the Commitment, the Earnest Money shall be paid directly to the Monitor to be held by the Monitor in a non-interest bearing trust account and applied against the Purchase Price on Closing; and

~~(b)~~ (b) the balance of the Purchase Price to be paid to the Monitor by way of wire transfer in immediately available funds on or before the Closing.

~~3.2~~ 3.2 **Earnest Money.** Following the Purchaser's approval of the Commitment and payment of the Earnest Money to the Monitor, the Monitor shall hold the Earnest Money in trust without interest for the Vendor and the Purchaser as follows:

~~(a)~~ (a) the Earnest Money shall be applied against the Purchase Price at Closing;

~~(b)~~ (b) if the purchase does not close, then Earnest Money shal be distributed in accordance with section 10.2 hereof.

If the Purchaser fails to pay the Earnest Money as required by this Agreement, the Vendor may void this Agreement at the Vendor's option by giving the Purchaser written notice.

~~3.3~~ 3.3 **Allocation.** The Purchase Price shall be allocated among the Purchased Lands as agreed by the Parties.

~~3.4~~ 3.4 **Prorations**. Property taxes, and all other items normally prorated between a vendor and purchaser for the sale of similar Purchased Lands including, without limitation, assessments, municipal charges, rents utilities, prepaid rent, and surface leases applicable to the Purchased Lands, shall be prorated as of the Closing Date and credited between the Parties within the closing escrow on the accrual basis, with the intent that the Vendor shall be responsible for all expenses and entitled to all revenues derived from the Purchased Lands for the period prior to the Closing Date and the Purchaser shall be responsible for all expenses and shall be entitled to all revenues in respect of the Purchased Lands as of and after the Closing Date.

~~Article 4~~ Article 4
Taxes

~~4.1~~ 4.1 **Taxes.** If any Taxes are payable in respect of the sale of the Purchased Lands or the Transaction, including any transfer, sales, use, federal, state or similar Taxes, but excluding any income taxes, property taxes and capital gain taxes, such Taxes shall be payable by the Purchaser as and when required by applicable Tax Legislation. For certainty, property taxes are not payable under this Article 4 and are instead prorated between the Parties in accordance with Section 3.4, and the Vendor shall remain responsible for any income taxes and capital gains taxes arising in respect of the Transaction. Each Party shall file such returns and remit such Taxes as and when required by applicable Tax Legislation.

Article 5
~~Article 5~~
Representations and Warranties

~~5.1~~ 5.1 **Purchaser's Representations.** The Purchaser hereby represents and warrants to the Vendor that as at the Closing Date:

~~(a)~~ (a) it is, as applicable, a corporation duly incorporated or a limited liability company duly formed and validly subsisting under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authority to enter into this Agreement and to complete the Transaction and it has taken all necessary corporate, partnership or other acts to authorize the execution, delivery and performance by it of this Agreement;

~~(b)~~ (b) the Purchaser is permitted under Applicable Law to purchase, acquire and hold the Purchased Lands, and neither the execution and delivery of this Agreement nor the completion of the Transaction by the Purchaser will contravene, breach or result in any violation of any Applicable Law or any order, judgment or decree of any Governmental Authority applicable to the Purchaser or the Purchased Lands;

~~(c)~~ (c) neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under any indenture, mortgage,

deed of trust or any other agreement to which the Purchaser is a party or by which it is bound which breach could materially affect the ability of the Purchaser to perform its obligations hereunder;

~~(d)~~ (d) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws relating to creditors' rights generally and subject to general principles of equity;

~~(e)~~ (e) other than the fees approved by the SISP Order to an applicable Property Broker (as defined in the SISP), the Vendor will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by the Purchaser; and

~~(f)~~ (f) the Purchaser will have the financial resources necessary to pay, as and when due from the Purchaser, the Purchase Price, its legal fees and expenses, registration costs and any other amounts payable by the Purchaser pursuant hereto or otherwise contemplated hereby.

Article 6
~~Article 6~~
"As Is, Where Is"

~~6.1~~ 6.1 Notwithstanding any other provisions of this Agreement, the Purchaser hereby acknowledges and agrees:

~~(a)~~ (a) the Purchased Lands are being purchased on an "as is, where is" basis as it exists as of the date of this Agreement and, on Closing, the Purchaser will accept the Purchased Lands in the state, and condition existing as of the date of this Agreement;

~~(b)~~ (b) it has undertaken to its satisfaction such searches, investigations, inspections and other due diligence in connection with entering into this Agreement and based solely thereon, has determined to proceed with the Transaction;

~~(c)~~ (c) all written and oral information provided by the Vendor, the Monitor and their respective representatives to the Purchaser in connection with the Purchased Lands has been provided for the convenience of the Purchaser only and neither the Vendor, nor the Monitor nor their respective representatives have made or are making any representation or warranty, express or implied, statutory or otherwise, as to the accuracy or completeness of any such information; and

~~(d)~~ (d) neither the Vendor, the Monitor, nor any of their respective representatives has made or is making any representations, warranties, statements or promises whatsoever, express or implied, statutory or otherwise, with respect to the Purchased Lands, including without limitation with respect to: (i) warranty or condition of the Vendor's right, title and interest in or to the Purchased Lands; (ii) warranty or condition of merchantability, marketability, location, condition (including environmental condition), description, fitness for a particular purpose of the Purchased Lands; (iii) compliance or non-compliance with laws, regulations, including environmental rules; and (iv) warranty, condition or existence of any parts or components, latent defects, quality, quantity, encumbrances, liens or charges or any other thing affecting the Purchased Lands, including without limitation any environmental contamination or environmental liabilities affecting the Purchased Lands.

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~~6.2~~ 6.2 **Monitor Liability.** The Purchaser hereby expressly acknowledges and agrees that the Monitor is not party to this Agreement and is acting in relation to the SISP only in its capacity as ~~Court-appointed~~ Court-appointed Monitor and shall have no personal or corporate liability under or as a result of anything in this Agreement.

~~6.3~~ 6.3 **Environmental Assessment; All Appropriate Inquiries.** The Vendor shall make available to the Purchaser a Phase I environmental site assessment in respect of the Purchased Lands before the ten (10) day period for the Purchaser's review of the Commitment described in Section 8.5 begins. The Phase I environmental site assessment shall be prepared in accordance with the standards prescribed under the All Appropriate Inquiries rule (40 C.F.R. Part 312) and ASTM E1527. The Vendor will use commercially reasonable efforts to cause the Phase I environmental site assessment to be certified to Purchaser, or a reliance letter issued to Purchaser at the Closing. The Purchaser shall reimburse the Vendor for the actual, reasonable cost incurred by the Vendor in obtaining such Phase I environmental site assessment (including any reliance letter or certification), which amount shall be payable by the Purchaser as a closing cost and credited to the Vendor within the closing escrow on the Closing Date. The Purchaser acknowledges and agrees that delivery of such Phase I environmental site assessment, together with the Purchaser's own review during such period, is intended to enable the Purchaser to conduct all appropriate inquiries into the previous ownership and uses of the Purchased Lands and to satisfy the conditions necessary for the Purchaser to qualify for the applicable environmental liability protections, including the bona fide prospective purchaser defense under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Nothing in this Section 6.3 shall derogate from the "as is, where is" nature of the Transaction or from the acknowledgements and disclaimers set out in Sections 6.1 and 6.2.

~~Article 7~~ Article 7
Conditions

~~7.1~~ 7.1 **Mutual Conditions.** The respective obligations of the Vendor and the Purchaser to complete the purchase and sale of the Purchased Lands are subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

~~(a)~~ (a) the Initial Order, the ARIO and the SISP Order shall be in full force and effect, no person entitled by law to do so shall have redeemed the Purchased Lands and no notice of appeal shall have been served in relation to the Initial Order, the ARIO and the SISP Order;

~~(b)~~ (b) the Court shall have granted the Approval and Vesting Order and the US Court shall have granted the Recognition Order (including the approvals and findings described in the definition of Recognition Order), and the Approval and Vesting Order and Recognition Order shall each be in full force and effect and no notice of appeal shall have been served in relation to the Approval and Vesting Order or Recognition Order (as applicable);

~~(c)~~ (c) no governmental authority shall have enacted, issued or promulgated any final or non-appealable order or Applicable Law which has the effect of: (i) making any of the transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the Vendor from the sale of the Purchased Lands; and

~~(d)~~ (d) the Closing is not otherwise prohibited by Applicable Law.

The foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may be asserted by the Vendor or the Purchaser regardless of the circumstances and may be waived only with the agreement of both the Vendor and the Purchaser.

~~7.2~~ 7.2 **Purchaser's Conditions.** The obligation of the Purchaser to complete the purchase of the Purchased Lands is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

~~(a)~~ (a) the Vendor shall have complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement; and

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~~(b)~~ (b) the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at or before the Closing all the documents contemplated in Section ~~8.2~~8.2.

(c) the Vendor shall have delivered, or caused to have been delivered, at or before the Closing, all documents and consents required under Schedule B of the Commitment for the assignment and assumption of the ASLD Leases, and the Purchaser shall not be required to close on a partial conveyance if any such document or consent has not been delivered or obtained.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have.

~~7.3~~ 7.3 **Vendor's Conditions.** The obligation of the Vendor to complete the sale of the Purchased Lands subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

~~(a)~~ (a) all representations and warranties of the Purchaser contained in ~~Article 5~~Article 5 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;

~~(b)~~ (b) the Purchaser shall have complied with and performed in all material respects all of its covenants and obligations contained in this Agreement;

~~(c)~~ (c) the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at or before the Closing all the documents contemplated in Section 8.3;

~~(d)~~ (d) the Vendor has not lost its ability to convey the Purchased Lands for any reason whatsoever; and

~~(e)~~ (e) the Purchaser shall have paid to the Vendor all amounts required to be paid by it under this Agreement.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have.

~~7.4~~ 7.4 From the date hereof until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in this Article 7.

~~Article 8~~ Article 8
Closing

~~8.1~~ 8.1 **Closing Date, Place of Closing; Fees.** Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date, or at such other time as the Parties may agree in writing. The fees of Title Company (acting in its capacity as escrow agent) will be paid one-half (1/2) by Vendor and one-half (1/2) by Purchaser. Purchaser shall pay recording fees for the Deed and any other instruments that Purchaser wishes to record. Vendor shall pay the cost of a standard coverage (non-extended) owner's policy of title insurance with coverage in the amount of the Purchase Price. Purchaser shall pay any additional premiums for extended coverage, lender coverage, increased policy limits, and endorsements. All other escrow-related charges not otherwise expressly provided for herein are shared in accordance with Title Company's prevailing custom in Maricopa County, Arizona.

~~8.2~~ 8.2 **Vendor's Closing Deliveries.** The Vendor shall deliver (or cause to be delivered) to the

Purchaser's solicitor or the Title Company, as appropriate, on or before the Closing Date:

~~(a)~~ (a) a Court certified copy of the Approval and Vesting Order;

~~(b)~~ (b) a US Court certified copy of the Recognition Order;

~~(c)~~ (c) a duly executed copy of the Monitor's Certificate;

~~(d)~~ (d) a statement of adjustments submitted to the Purchaser at least two (2) Business Days prior to the Closing Date setting out the adjustments to the Purchase Price required under Section 3.4;

~~(e)~~ (e) all keys in the Vendor's actual possession;

~~(f)~~ (f) all other certificates, documents, closing instructions, closing statements, instruments and writings necessary or desirable to effectuate the Transaction or required by Title Company;

~~(g)~~ (g) all documents listed in Section 8.3 which contemplate execution by the Vendor;

~~(h)~~ (h) any other documents as are referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement;

~~(i)~~ (i) a duly executed and acknowledged special warranty deed in recordable form conveying the Purchased Lands to the Purchaser subject to all matters of record, and all matters which would be disclosed by an inspection or an accurate survey, together with a duly executed Affidavit of Property Value, each in form suitable for recording in the applicable county records;

~~(j)~~ (j) at or before the Closing, a duly executed assignment and assumption of the ASLD Leases in registrable or recordable form, together with ~~any consent, approval or documentation~~all documents and consents required ~~by the Arizona State Land Department to give effect to~~under Schedule B of the Commitment for such assignment and assumption;

~~(k)~~ (k) a duly executed bill of sale conveying to the Purchaser all wells, well equipment, pumps, pipelines, irrigation equipment and other personal property included in the Purchased Lands, along with duly executed well transfer forms to fully and finally assign all rights and obligations regarding all wells on the Purchased Lands; and

~~(l)~~ (l) a duly executed owner's affidavit (and such other affidavits, indemnities or supporting documentation) in form reasonably required by the Title Company to facilitate the issuance of the owner's policy of title insurance to the Purchaser.

~~8.3~~ 8.3 **Purchaser's Closing Deliveries.** The Purchaser shall deliver (or cause to be delivered) to the Vendor's solicitor on or before the Closing Date:

~~(a)~~ (a) the Purchase Price in accordance with Section 3.1;

~~(b)~~ (b) evidence of the Purchaser's filing and remittance of any Taxes required to be withheld and remitted by the Purchaser in respect of the Transaction under applicable Tax Legislation, to the extent applicable, as referred to in Section 4.1;

~~(c)~~ (c) duly executed Affidavit of Property Value and a duly executed assignment and assumption of the ASLD Leases, together with all other certificates, documents, closing instructions, closing statements, instruments and writings necessary or desirable to effectuate the Transaction or required by the Title Company;

~~(d)~~ (d) all documents listed in Section 8.2 which contemplate execution by the Purchaser; and

~~(e)~~ (e) any other documents, resolutions and certificates as are referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

~~8.4~~ 8.4 **Earnest Money.** Upon submission of the Purchaser's offer to purchase the Purchased Lands, the Earnest Money shall be paid to and held by the Title Company pending the Purchaser's approval of the Commitment. If the Purchaser does not approve the Commitment in accordance with Section 8.5, the Title Company shall return the Earnest Money to the Purchaser. If the Purchaser approves (or is deemed to approve) the Commitment, the Title Company shall pay the Earnest Money directly to the Monitor, to be held by the Monitor in accordance with Sections 3.1 and 3.2 and credited to the Purchase Price on the Closing Date. For the avoidance of doubt, acceptance by the Purchaser of the Commitment shall not result in the Purchaser's offer being designated as a Successful Bid within the meaning of the SISP Procedures.

~~8.5~~ 8.5 **Title Review and Submission for Court Approval.** The Purchaser shall have ten (10) days after both the Commitment and the Phase I environmental site assessment described in Section 6.3 have been made available to the Purchaser to review and either approve or disapprove the Commitment. If the Purchaser's examination of the Commitment (at the Purchaser's expense) discloses title irregularities that render title unmerchantable, the Purchaser shall deliver written notice specifying such irregularities to the Vendor within such ten (10) day period. If the Purchaser disapproves the Commitment in writing within such ten (10) day period, this Agreement may be terminated by either Party by written notice to the other within 5 business days following such notice from Purchaser, in which case the Earnest Money shall be returned to the Purchaser, subject to the SISP and any order of the Court. If no termination notice is given within the 5 business day period by either party, then the Commitment will be deemed to have been approved. If the Purchaser does not deliver written notice of objection to any title irregularities within such ten (10) day period, the Purchaser shall be deemed to have approved the Commitment. If the Purchaser approves (or is deemed to approve) the Commitment, this Agreement (executed by the Purchaser) shall be submitted to the Monitor as a Binding Bid. If said Binding Bid is accepted as a Successful Bid in accordance with the SISP, the Vendor shall seek approval of this Agreement by the Court.

~~8.6~~ 8.6 **Survey.** If the Purchaser requires extended coverage under the owner's policy of title insurance, the Vendor shall order a current survey of the Purchased Lands based on the Commitment, prepared and certified to the Purchaser and the Title Company. The Purchaser shall reimburse the Vendor for the actual, reasonable cost incurred by the Vendor in obtaining such survey, which amount shall be payable by the Purchaser as a closing cost and credited to the Vendor within the closing escrow on the Closing Date.

~~8.7~~ 8.7 **Release of Funds**. Upon the recording of title or deed (as applicable) to the Purchased Lands into the name of the Purchaser or its designate free and clear of all Encumbrances other than the Permitted Encumbrances, and upon delivery of the Monitor's Certificate and satisfaction or waiver by the Purchaser of the condition set forth in Section 7.2(c), the balance of the Purchase Price (together with any adjustments) shall be released and paid to the Monitor for the account of the Vendor in accordance with this Agreement and any applicable order of the Court.

~~Article 9~~ Article 9
Indemnity

~~9.1~~ 9.1 **General Indemnity**. If Closing occurs, the Purchaser shall indemnify and save harmless the Monitor, the Vendor, its affiliates and their respective representatives from and against, all losses and liabilities suffered, sustained, paid or incurred by the Monitor, the Vendor, its affiliates or their respective representatives related to or in connection with the Purchased Lands from and solely to the extent arising after the Closing Date. The Purchaser's indemnity obligations set forth in this Section 9.1 shall survive the Closing Date indefinitely.

~~9.2~~ 9.2 **Broker Indemnity.** The Purchaser shall indemnify and save harmless the Monitor, the Vendor, its affiliates and their respective representatives from and against any and all claims, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with any brokerage commission, finder's fee, agent's fee or other similar payment claimed by any broker, agent or other Person engaged by, or claiming to act on behalf of, the Purchaser in

connection with the Transaction. The Purchaser's indemnity obligations set forth in this Section 9.2 shall survive the Closing Date.

~~9.3~~ 9.3 **Inspection Indemnity.** The Purchaser shall indemnify the Monitor, the Vendor, its affiliates and their respective representatives against all claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of any pre-Closing entry, inspection or testing of the Purchased Lands by the Purchaser or its representatives, agents, consultants or contractors, except to the extent caused by the Vendor's gross negligence or willful misconduct. The Purchaser shall maintain commercial general liability insurance in commercially reasonable amounts in respect of such activities, with Vendor as an additional insured. Purchaser's insurance shall be primary and non-contributing. This Section 9.3 shall survive Closing and any termination of this Agreement.

~~Article 10~~ Article 10
Termination

~~10.1~~ 10.1 **Grounds for Termination.** This Agreement may be terminated at any time prior to Closing:

~~(a)~~ (a) subject to any Court order granted in the CCAA Proceedings, by the mutual written agreement of the Vendor and the Purchaser;

~~(b)~~ (b) by the Vendor if the Court refuses to grant the Approval and Vesting Order, or if the US Court refuses to grant the Recognition Order;

~~(c)~~ (c) by either Party if:

~~(i)~~ (i) such Party is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the other Party under this Agreement that would give rise to the failure of any of the conditions specified in Article 7, and such breach, inaccuracy or failure cannot be cured by the other Party by the Closing Date; or

~~(ii)~~ (ii) any of the conditions set forth in Article 7 for the benefit of such Party shall not have been fulfilled by the Closing Date, unless such failure shall be due to the failure of such Party to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing; or

~~(iii)~~ (iii) there shall be any law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or

~~(iv)~~ (iv) Vendor is restrained or enjoined from completing the transaction contemplated herein by any governmental authority (including without limitation the Court).

~~10.2~~ 10.2 **Effect of Termination.** In the event of termination of this Agreement in accordance with this Article 10, this Agreement shall become terminated and of no further force and effect , and the sole and exclusive remedies of the Parties shall be as follows: (a) if termination results from a breach or default by the Purchaser of its obligations under this Agreement, the Earnest Money shall be forfeited to and retained by the Vendor as liquidated damages and not as a penalty, and not as a limit on the Purchaser's indemnity obligations under this Agreement; and (b) if termination results from a breach or default by the Vendor, an unremedied failure by the Vendor to satisfy the condition set forth in Section 7.2(c) by the Closing Date, or from any other cause set out in this Article 10 that is not a breach or default by the Purchaser, the Purchaser may terminate this Agreement and the Earnest Money shall be returned to the Purchaser. Except as expressly set out in this Section 10.2, no Party shall have any other right, remedy, cause of action or claim against the other arising from a breach of or the termination of this Agreement. For certainty, nothing in this Section 10.2 shall limit, release or otherwise affect the Purchaser's indemnity obligations under this Agreement, which shall survive termination in accordance with their terms.

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~~Article 11~~ Article 11
General

~~11.1~~ 11.1 **Expenses.** Except as otherwise expressly provided herein, all costs and expenses, including fees, charges and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred

~~11.2~~ 11.2 **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours in Alberta of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.2):

If to the

FTI Consulting Canada Inc. solely in its capacity as Court-appointed Monitor of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd.
520 Fifth Avenue S.W. Suite 1610
Calgary, Alberta T2P 3R7

Email: monettefarms@fticonsulting.com / Darrell.bishop@monettefarms.ca

Attention: Monitor / Darrell Bishop

with a copy to Vendor's Property

South-West Land Associates, LLC

Email: ch@chazhavranek.com / swland@cox.net

Attention: Charles J. Havranek and Lucas Schlosser

with a copy to Vendor's

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

Email: Jeffrey Oliver / Matteo Clarkson-Maciel

Attention: joliver@cassels.com / mclarksonmaciel@cassels.com

If to

BYNER CATTLE COMPANY

4340 E. Cotton Center Blvd., Suite 110

Phoenix, AZ 85040

USA

~~If to the Vendor:~~	~~**FTI Consulting Canada Inc.** solely in its capacity as Court-appointed Monitor of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd.~~ ~~520 Fifth Avenue S.W. Suite 1610~~ ~~Calgary, Alberta T2P 3R7~~
	~~Email:~~ ~~monettefarms@fticonsulting.com / Darrell.bishop@monettefarms.ca~~
	~~Attention:~~ ~~Monitor / Darrell Bishop~~
~~with a copy to Vendor's Property Broker:~~	~~Premier Land Company~~
	~~Email:~~ ~~ch@chazhavranek.com / swland@cox.net~~
	~~Attention:~~ ~~Charles J. Havranek and Lucas Schlosser~~
~~with a copy to Vendor's Counsel:~~	~~Cassels Brock & Blackwell LLP~~ ~~Suite 3700, 888 3rd Street SW~~ ~~Calgary, T2P 5C5~~
	~~Email:~~ ~~Jeffrey Oliver / Matteo Clarkson-Maciel~~
	~~Attention:~~ ~~joliver@cassels.com / mclarksonmaciel@cassels.com~~
~~If to Purchaser:~~	~~BYNER CATTLE COMPANY~~ ~~4340 E. Cotton Center Blvd., Suite 110~~ ~~Phoenix, AZ 85040~~ ~~USA~~
	~~Email:~~ ~~cfranks@fmi.com~~
	~~Attention:~~ ~~Chris Franks~~
	Email: cfranks@fmi.com
	Attention: Chris Franks
with a copy	SNELL & WILMER L.L.P. 1 E Washington St., Suite 2700 Phoenix, AZ 85004 USA
	Email: lnarducci@swlaw.com ~~lnarducci@swlaw.com~~ / bsuzuki@swlaw.com
	Attention: Lucas Narducci / Bryce Suzuki

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to:

~~11.3~~ 11.3 **Interpretation.** For purposes of this Agreement, (a) the words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein", "hereof," "hereby", "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Schedules mean the Articles and Sections of, and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in US dollars.

~~11.4~~ 11.4 **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

~~11.5~~ 11.5 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

~~11.6~~ 11.6 **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Schedules, the statements in the body of this Agreement will control.

~~11.7~~ 11.7 **Successors and Assigns.** This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

~~11.8~~ 11.8 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto, their Representatives and their respective successors and permitted assigns and nothing herein, express or implied, is intended to, or shall, confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

~~11.9~~ 11.9 **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

~~11.10~~ 11.10 **Governing Law; Forum Selection.**

~~(a)~~ (a) This Agreement shall be governed by and construed in accordance with the laws of the state in which the Purchased Lands are located, without regard to its conflict of laws principles.

~~(b)~~ (b) Any action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby or thereby, including all matters of construction, validity and performance, may be brought in the US Court, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of the US Court in any such action or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in the US Court and irrevocably waive and agree not to plead that any such action or proceeding brought in the US Court has been brought in an inconvenient forum.

~~11.11~~ 11.11 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[**SIGNATURE PAGE FOLLOWS**]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MONETTE FARMS ARIZONA, LLC

By .T2e17110" ______________________

Name: Darrel Monette

Title: President & CEO

BYNER CATTLE COMPANY

~~MONETTE FARMS ARIZONA, LLC~~

~~By______________________~~

~~Name: Darrel Monette~~

~~Title: President & CEO~~

By *Piadtai* **W/ic,riazte4.**

Name: Francis R. McAllister

Title: Vice President

~~BYNER CATTLE COMPANY~~

~~By______________________~~

~~Name: Francis R. McAllister~~

~~Title: Vice President~~

The Title Company hereby acknowledges receipt of a fully executed copy of this Agreement, confirms that it has reviewed and understands the terms and conditions hereof applicable to it, and agrees to accept and be bound by the provisions of this Agreement that pertain to the Title Company, including its obligations as escrow agent with respect to the Earnest Money and the Closing. The Title Company agrees to act in accordance with, and hereby accepts this Agreement as, its escrow instructions, and agrees to hold, disburse and deal with the Earnest Money and all other funds and documents deposited with it strictly in accordance with the terms of this Agreement and any applicable order of the Court. In the event of any conflict between the terms of this Agreement and any separate escrow instructions or general escrow provisions of the Title Company, the terms of this Agreement shall govern and control.

PIONEER TITLE INSURANCE AGENCY, INC.

By_________________________

~~CHICAGO TITLE INSURANCE COMPANY~~

~~By_________________________~~

~~Name:~~

~~Title:~~

Name: Donna Walt

Title: Branch Manager

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Schedule A
Purchased Lands

(see attached)

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Fee Land:

Parcel No 1: (APN 506-05-024 and 506-05-025)

The East half of Section 24, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all gas, oil and mineral rights as reserved instrument recorded in Docket 2271, Page 185 and in Docket 2225, Page 419.

Parcel No. 2: (APN 506-06-041D)

The Southwest quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 3: (APN 506-06-041K)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southeast corner of said Section 25 marked with a General Land Office brass cap whence the South quarter corner of said Section 25 marked with a General Land Office brass cap lies North 89 degrees 52 minutes 27 seconds West, a distance of 2643.39 feet;

Thence North 00 degrees 00 minutes 53 seconds West along the East line of said Southeast quarter, a distance of 1321.53 feet to the POINT OF BEGINNING;

Thence departing said East line North 89 degrees 56 minutes 50 seconds West, a distance of 1057.57 feet;

Thence North 00 degrees 01 minutes 27 seconds West, a distance of 1320.18 feet to a point on the North line of said Southeast quarter whence the center of Section 25 marked with a %2 inch rebar cap RLS 27233 lies South 89 degrees 58 minutes 46 seconds West, a distance of 1586.68 feet;

Thence North 89 degrees 58 minutes 46 seconds East along said North line, a distance of 1057.79 feet to the East quarter corner of said Section 25 marked with a %2 inch rebar with cap RLS 27233;

Thence South 00 degrees 00 minutes 53 seconds East along the East line of said southeast quarter, a distance of 1321.53 feet to the POINT OF BEGINNING.

Parcel No. 4: (APN 506-06-041L)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southeast corner of said Section 25 marked with a General Land Office brass cap whence the South quarter corner of said Section 25 marked with a General Land Office brass cap lies North 89 degrees 52 minutes 27 seconds West, a distance of 2643.39 feet;

Thence North 89 degrees 52 minutes 27 seconds West along the South line of said Southeast quarter a distance of 1057.36 feet;

Thence departing said South line, North 00 degrees 01 minutes 27 seconds West, a distance of 1320.18 feet;

Thence South 89 degrees 56 minutes 50 seconds East a distance of 1057.57 feet to a point on the East line of said Southeast quarter whence the East quarter corner of said Section 27 marked with a %2 inch rebar with cap RLS 27233 lies North 00 degrees 00 minutes 53 seconds West a distance of 1321.53 feet;

Thence South 00 degrees 00 minutes 53 seconds East along said East line, a distance of 1321.53 feet to the POINT OF BEGINNING.

Parcel No. 5: (APN 506-06-041M)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the South quarter corner of said Section 25 marked with a General Land Office brass cap whence the Southeast corner of said Section 25 marked with a General Land Office brass cap lies South 89 degrees 52 minutes 27 seconds East a distance of 2643.39 feet;

Thence North 00 degrees 02 minutes 18 seconds West along the West line of said Southeast quarter a distance of 1757.54 feet to the POINT OF BEGINNING;

Thence continuing North 0 degrees 02 minutes 18 seconds West along said West line a distance of 878.77 feet to the center of said Section 25 marked with a %2 inch rebar with cap RLS 27233;

Thence South 89 degrees 58 minutes 46 seconds East along the North line of said Southeast quarter a distance of 1586.68 feet;

Thence departing said North line, South 00 degrees 01 minutes 27 seconds East a distance of 880.12 feet;

Thence South 89 degrees 58 minutes 18 seconds West a distance of 1586.46 feet to the POINT OF BEGINNING.

Parcel No. 6: (APN 506-06-041N)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the South quarter corner of said Section 25 marked with a General Land Office brass cap whence the Southeast corner of said Section 25 marked with a General Land Office brass cap lies South 89 degrees 52 minutes 27 seconds East a distance of 2643.39 feet;

Thence North 00 degrees 02 minutes 18 seconds West along the West line of said Southeast quarter a distance of 878.88 feet to the POINT OF BEGINNING;

Thence continuing North 0 degrees 02 minutes 18 seconds West along said West line a distance of 878.77 feet to a point whence the center of said Section 25 lies North 89 degrees 02 minutes 18 seconds West a distance of 878.77 feet;

Thence departing said West line South 89 degrees 58 minutes 18 seconds East a distance of 1586.46 feet;

Thence South 00 degrees 01 minutes 27 seconds East a distance of 880.12 feet;

Thence South 89 degrees 55 minutes 22 Seconds West a distance of 1586.25 feet to the POINT OF BEGINNING.

Parcel No. 7: (APN 506-06-041P)

That portion of the Southeast quarter of Section 25, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the South quarter corner of said Section 25 marked with a General Land Office brass cap whence the Southeast corner of said Section 25 marked with a General Land Office brass cap lies South 89 degrees 52 minutes 27 seconds East a distance of 2643.39 feet;

Thence North 00 degrees 02 minutes 18 seconds West along the West line of said Southeast quarter a distance of 878.77 feet;

Thence departing said West line South 89 degrees 55 minutes 22 seconds East a distance of 1586.25 feet;

Thence South 00 degrees 01 minutes 27 seconds East a distance of 880.12 feet to a point on the South line of said Southeast quarter whence the Southeast corner of said Section 25 marked with a General Land Office brass cap lies South 89 degrees 52 minutes 27 seconds East a distance of 1057.36 feet;

Thence North 89 degrees 52 minutes 27 seconds West along said South line a distance of 1586.04 feet to the POINT OF BEGINNING.

Parcel No. 8: (APN 506-07-013E)

The Southwest quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals in the land as set forth in the Patent of said land.

Parcel No. 9: (APN 506-07-013F)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of said Section 30, from which a $^1/_2$ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East, a distance of 1323.3 feet to the Northeast corner of that certain parcel of land described in Deed recorded in Document No. 2005-145315;

Thence South 89 degrees 53 minutes 55 seconds West along the North line of that certain parcel of land described in Deed recorded in Document No. 2005-145315, a distance of 2643.73 feet to a point on the West line of the Southeast quarter of said Section 30;

Thence along said West line, North 00 degrees 03 minutes 54 seconds West a distance of 1320.69 feet to the Northwest corner of the Southeast quarter of said Section 30;

Thence along the North line of the Southeast quarter of said Section 30, North 89 degrees 50 minutes 49 seconds East, a distance of 156.82 feet;

Thence South 00 degrees 09 minutes 11 seconds East, a distance of 22.04 feet;

Thence North 89 degrees 50 minutes 49 seconds East, a distance of 1861.13 feet;

Thence South 00 degrees 09 minutes 11 seconds East, a distance of 35.68 feet;

Thence North 89 degrees 50 minutes 49 seconds East, a distance of 130.56 feet;

Thence North 00 degrees 09 minutes 11 seconds West, a distance of 57.72 feet to a point on the North line of the Southeast quarter of said Section 30;

Thence along said North line, North 89 degrees 50 minutes 49 seconds East, a distance of 495.01 feet to the POINT OF BEGINNING;

EXCEPTING therefrom, all coal and other minerals in said land as reserved to the United States of America in Patent to said land; and

EXCEPT a portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of said Section 30 from which a 1/2 inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East, a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West, a distance of 2643.62 feet to a point on the East line of the Southeast quarter of said Section 30;

Thence along said East line, North 00 degrees 03 minutes 54 seconds West, a distance of 661.57 feet to the Northwest corner of the Southeast quarter of said Section 30;

Thence along the North line of the Southeast quarter of said Section 30, North 89 degrees 50 minutes 49 seconds East, a distance of 156.82 feet;

Thence South 00 degrees 09 minutes 11 seconds East, a distance of 22.04 feet;

Thence North 89 degrees 50 minutes 49 seconds East, a distance of 1861.13 feet;

Thence South 00 degrees 09 minutes 11 seconds East, a distance of 35.68 feet;

Thence North 89 degrees 50 minutes 49 seconds East, a distance of 130.56 feet;

Thence North 00 degrees 09 minutes 11 seconds West, a distance of 57.72 feet to a point on the North line of the Southeast quarter of said Section 30;

Thence along said North line, North 89 degrees 50 minutes 49 seconds East, a distance of 495.01 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in the Patent to said land.

Parcel No. 10: (APN 506-07-013J)

The South 1318.08 feet of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 659.00 feet of the West half of the South 1318.08 feet of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; and

EXCEPT all coal and other minerals in said land as reserved to the United States of America in the Patent to said land.

Parcel No. 11: (APN 506-07-013K)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a $^{1}/_{2}$ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East, a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 1980.33 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 668.30 feet to a point on the West line of the Southeast quarter of said Section 30;

Thence along said West line North 00 degrees 04 minutes 28 seconds West a distance of 661.57 feet to the Northwest corner of the Southeast quarter of said Section 30;

Thence along said North line of the Southeast quarter of said Section 30, North 89 degrees 50 minutes 49 seconds East a distance of 156.82 feet;

Thence South 00 degrees 09 minutes 11 seconds East a distance of 22.04 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 506.34 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 640.13 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 12: (APN 506-07-013M)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a $^{1}/_{2}$ inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West, a distance of 984.60 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 327.71 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 640.73 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 327.71 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 641.02 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 13: (APN 506-07-013N)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a %2 inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 657.04 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 327.56 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 641.02 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 327.56 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 641.32 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 14: (APN 506-07-013P)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a %2 inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 657.04 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 641.32 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 31.51 feet;

Thence South 00 degrees 09 minutes 11 seconds East a distance of 35.68 feet;

Thence North 89 degrees 09 minutes 11 seconds West a distance of 57.72 feet to a point on the North line of the Southeast quarter of said Section 30;

Thence along said North line North 89 degrees 50 minutes 49 seconds East a distance of 495.01 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 15: (APN 506-07-013Q)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a 1/2 inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 1646.32 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 334.01 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 640.13 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 334.01 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 640.43 feet to the POINT OF BEGINNING;
EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Parcel No. 16: (APN 506-07-013R)

A portion of the Southeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 30, from which a 1/2 inch rebar tagged LS# 27233 set for the Southeast corner of said Section 30 bears South 00 degrees 04 minutes 28 seconds East, a distance of 2641.11 feet;

Thence along the East line of said Section 30, South 00 degrees 04 minutes 28 seconds East a distance of 663.95 feet;

Thence South 89 degrees 53 minutes 55 seconds West a distance of 1312.31 feet to the POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 55 seconds West a distance of 334.01 feet;

Thence North 00 degrees 04 minutes 28 seconds West a distance of 640.43 feet;

Thence North 89 degrees 50 minutes 49 seconds East a distance of 334.01 feet;

Thence South 00 degrees 04 minutes 28 seconds East a distance of 640.73 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all coal and other minerals in said land as reserved to the United States of America in Patent to said land.

Leasehold

Parcel No. 17: ASLD Lease 03-078735

The Southwest quarter of the Southwest quarter of the Southwest quarter of Section 28, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 18: Portion of ASLD Lease 01-001199

Section 29, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 19: ASLD Lease 01-110421

Lots 1 and 2, the East half of the Northwest quarter and the Northeast quarter of Section 30, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 20: Portion of ASLD Lease 01-001199

The East half of Section 31, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 21: Portion of ASLD Lease 01-001199

The North half and the North half of the Southwest quarter and the Southeast quarter of the Southwest quarter and the Southeast quarter of Section 32, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South half of the Southeast quarter of the Southeast quarter of the Southeast quarter of the Southeast quarter.

Parcel No. 22: Portion of ASLD Lease 01-001199

The North half of Section 33, Township 7 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXHIBIT A
(Continued)

Fixtures and Other Property

MONETTE FARMS	MOTOR	ENGINE	ID #	HP	GEARHEAD	PUMP	PUMP
1	ELEC. SUB.						
2	US ELEC		842799-16	500			
3	US ELEC		09-7631124-0002R.00 02	500			
4		CAT 8 CYL	3N6991-3	400	YES	SIMMONS	119415-16
5	SUBMER			500			
6	US ELEC			300			
7		CAT 16 CYL		1000	YES		
8	GE		KUFT298U033	400		SIMFLO	5HC-10
9	NORTH AMER. ELEC		1402051-SB-YS	250		FM-POMONA	
10		TEMPORARY					
11		CAT 16 CYL		350	YES		
12		TEMPORARY					
13	US ELEC		CG6374-162	500		LAYNE-	
TOTAL							
VALLEY LATERAL		CAT 6 CYL				CORNELL - 3000	81-2872
8 - 10,000 Bushel Grain Tanks							
70 Foot Sidewinder Truck Scale							

Schedule B

~~**Permitted Encumbrances**~~

Permitted Encumbrances

PERMITTED ENCUMBRANCES FOR TRANSACTION SUBJECT TO SECTION 8.5 OF THE AGREEMENT SHALL BE DETERMINED DURING REVIEW PERIOD BASED ON INFORMATION PROVIDED BY TITLE COMPANY AT OPENING OF ESCROW.

Summary report: Litera Compare for Word 11.6.0.100 Document comparison done on 8/12/2026 5:33:07 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://cassels.cloudimanage.com/LEGAL/72620836/4	
Modified filename: Monette -Fully executed Arizona PSA (w title co legal descriptions).pdf	
Changes:	
Add	408
~~Delete~~	168
~~Move From~~	0
Move To	0
Table Insert	1
~~Table Delete~~	16
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	593