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. 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

THIRD 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 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.

Name: Dustin Olver, CPA, CA, CIRP, LIT
Title: Senior Managing Director,
FTI Consulting Canada Inc.

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:

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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.

~~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

~~(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.

~~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

- -

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**]

- -

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

- -

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.

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 %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;

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 $^{1}/_{2}$ 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;

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 $^{1}/_{2}$ 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;

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 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;

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 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)

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 %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;

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 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:

EXHIBIT A
(Continued)

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

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	**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