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

Clerk's Stamp

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

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

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

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

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

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

APPROVAL OF TRANSACTION

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

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

DISCHARGE OF CLAIMS

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

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

6. Upon delivery of the Monitor's Closing Certificate to the Arizona Purchaser (or its nominee), and subject to the United States Bankruptcy Court for the District of Delaware ("**US Court**") in the chapter 15 of Title 11 of the United States Bankruptcy Code proceedings recognizing this order, approving the Arizona Transaction in its own right, and vesting all of the Seller's right, title and interest in and to the Arizona Purchased Assets to the name of the Arizona Purchaser (or its nominee), the Arizona Purchased Assets shall be free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

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

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

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

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in the Arizona PSA, collectively, "**Permitted Encumbrances**"), and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Arizona Purchased Assets are hereby expunged, discharged and terminated as against the Arizona Purchased Assets).

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

8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Arizona Purchased Assets (to be held in a non-interest bearing trust account by the Monitor) shall stand in the place and stead of the Arizona Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Arizona Purchased Assets and may be asserted against the net proceeds from sale of the Arizona Purchased Assets with the same priority as they had with respect to the Arizona Purchased Assets immediately prior to the sale, as if the Arizona Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

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

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

MISCELLANEOUS MATTERS

13. Notwithstanding:

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

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

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

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

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

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

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

(a) Serving the same on:

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

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

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

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

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

and service on any other person is hereby dispensed with.

16. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of Monitor's Certificate

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

RECITALS

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

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

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

THE MONITOR CERTIFIES the following:

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

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

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

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

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

Per:______________________________

Name:

Title:

Schedule “B”

Arizona Purchased Assets

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

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