This is **Exhibit "A"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

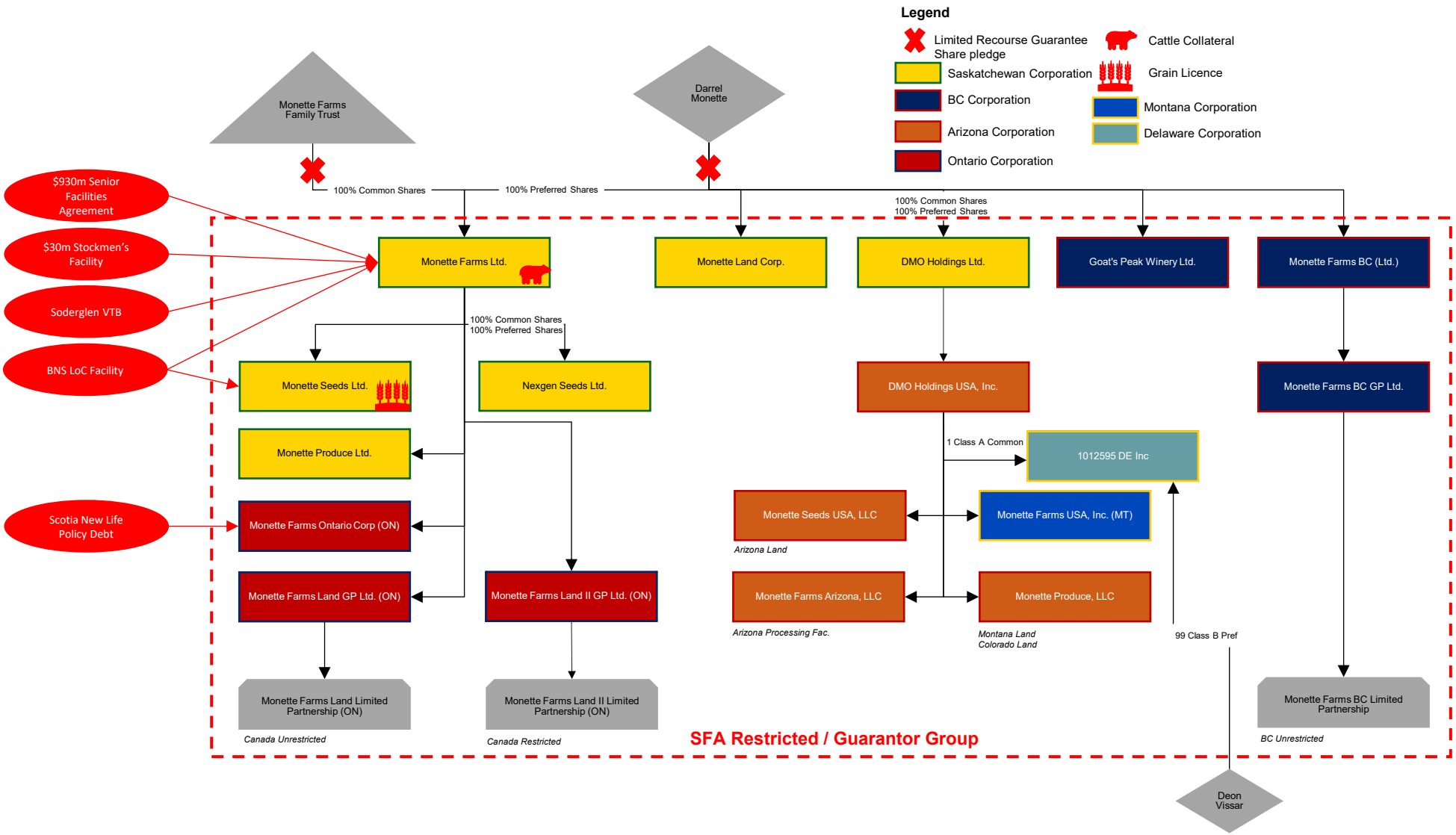
Kamryn Wiest

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

000045



100% ownership unless otherwise stated

This is **Exhibit "B"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

Kamryn Wiest

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

1446788 B.C. LTD.

Date and Time of Search: **January 20, 2026 10:32 AM Pacific Time**

Currency Date: October 28, 2025

HISTORICAL - Amalgamated on November 01, 2023

Incorporation Number: C1446788

Name of Company: 1446788 B.C. LTD.

Business Number: 777550104 BC0001

Recognition Date and Time: Continued into British Columbia on October 27, 2023 02:00 PM Pacific Time

In Liquidation: No

Last Annual Report Filed: Not Available

Receiver: No

PREVIOUS FOREIGN JURISDICTION INFORMATION

Identifying Number in Foreign Jurisdiction:
102134752

Name in Foreign Jurisdiction:
102134752 SASKATCHEWAN LTD.

Date of Incorporation, Continuation or Amalgamation in Foreign Jurisdiction:
September 14, 2021

Foreign Jurisdiction:
SASKATCHEWAN

AMALGAMATED INTO

Name of Amalgamated Company: MONETTE FARMS BC LTD.

Incorporation Number: BC1447182

REGISTERED OFFICE INFORMATION

Mailing Address:
403 - 460 DOYLE AVENUE
KELOWNA BC V1Y 0C2
CANADA

Delivery Address:
403 - 460 DOYLE AVENUE
KELOWNA BC V1Y 0C2
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
403 - 460 DOYLE AVENUE
KELOWNA BC V1Y 0C2
CANADA

Delivery Address:
403 - 460 DOYLE AVENUE
KELOWNA BC V1Y 0C2
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
MONETTE, DARREL

Mailing Address:
BOX 1298
SWIFT CURRENT SK S9H 3X4
CANADA

Delivery Address:
LOT 1 BLK/PAR PLAN00SC08766
SWIFT CURRENT SK S9H 3X4
CANADA

NO OFFICER INFORMATION FILED .

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Inactive(Amalgamated)
Incorporation Date	17-Apr-2017
Annual Return Due Date	31-May-2024
Nature of Business	Crop production
Amalgamated Into	102179560 MONETTE FARMS LTD.
MRAS indicator	No

Registered Office Addresses

Physical Address	410, 475 - 2ND AVE. S., SASKATOON, Saskatchewan, Canada, S7K 1P4
Attention To	MIKE STEVENS
Mailing Address	102020639 SASKATCHEWAN INC., BOX 610, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Attention To	DARREL MONETTE

Directors/Officers

DARREL MONETTE (Director) **Effective Date:** **12-May-2023**

Physical Address:	LOT 1 BLK/PAR B PLAN00SC08766, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4

DARREL MONETTE (Officer) **Effective Date:** **12-May-2023**

Physical Address:	LOT 1 BLK/PAR B PLAN00SC08766, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4		
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4	Office Held:	PRESIDENT/SECRETARY/TREASURER

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
AGRIVENTURES HOLDINGS INC.	BOX 610, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	CLASS A COMMON	100
AGRIVENTURES HOLDINGS INC.	BOX 610, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	CLASS H PREFERRED	1,933,750

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 7

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
CLASS A COMMON	Yes	Unlimited	100
CLASS B COMMON	Yes	Unlimited	
CLASS C COMMON	No	Unlimited	
CLASS D COMMON	No	Unlimited	
CLASS E PREFERRED	Yes	Unlimited	
CLASS F PREFERRED	No	Unlimited	
CLASS G PREFERRED	No	Unlimited	
CLASS H PREFERRED	No	Unlimited	1,933,750
CLASS I PREFERRED	No	Unlimited	

Previous Entity Names

Type	Name	Effective Until
Registered Name	SUNRISE POTATO FARM INC.	27-Oct-2023
English Name	SUNRISE POTATO FARM INC.	27-Oct-2023

Event History

Type	Date

Business Corporation - Amend Articles with Name Change	27-Oct-2023
Business Corporation - Annual Return	13-Jul-2023
Notice of Change of Directors/Officers	24-May-2023
Notice of Shareholders	24-May-2023
Notice of Change of Registered Office/Mailing Address	23-May-2023
Notice of Change of Directors/Officers	23-May-2023
Notice of Change of Directors/Officers	09-May-2023
Business Corporation - Annual Return	19-Apr-2022
Business Corporation - Restoral	22-Oct-2021
Notice of Shareholders	18-Jan-2021
Notice of Change of Directors/Officers	18-Jan-2021
Business Corporation - Annual Return	06-May-2020
Business Corporation - Annual Return	29-Apr-2019
Business Corporation - Annual Return	27-Jun-2018
Notice of Shareholders	25-Apr-2017
Notice of Change of Directors/Officers	25-Apr-2017
Business Corporation - Incorporation	17-Apr-2017

Saskatchewan
Corporate Registry

Profile Report

Entity Number: 102134752

Entity Name: 102134752 SASKATCHEWAN LTD.

Report Date: 28-Jan-2026

Entity Details

Entity Type	Business Corporation
Entity Subtype	NWP Corporation
Entity Status	Inactive(Discontinued)
Registration Date	14-Sep-2021
Entity Number in Home Jurisdiction	C1446788
Entity Name in Home Jurisdiction	1446788 B.C. LTD.
Home Jurisdiction	British Columbia, Canada
Incorporation/Amalgamation Date in Home Jurisdiction	27-Oct-2023
Nature of Business	Holding companies

Registered Office Addresses

Physical Address	51 - 1ST AVENUE, SWIFT CURRENT, Saskatchewan, Canada, S9H 0M5
Mailing Address	102134752 SASKATCHEWAN LTD., BOX 610, SWIFT CURRENT, Saskatchewan, Canada, S9H 3W4

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
DARREL MONETTE	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	A	100

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 7

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	100
B	Yes	Unlimited	
C	Yes	Unlimited	
D	Yes	Unlimited	

E	Yes	Unlimited
F	No	Unlimited
G	No	Unlimited
H	No	Unlimited
I	No	Unlimited
J	No	Unlimited
K	No	Unlimited
L	No	Unlimited
M	No	Unlimited
N	No	Unlimited
O	No	Unlimited
P	Yes	Unlimited
Q	Yes	Unlimited
R	No	Unlimited
S	No	Unlimited
T	Yes	Unlimited
U	No	Unlimited
V	No	Unlimited
W	No	Unlimited
X	No	Unlimited

Event History

Type	Date
Discontinuance	27-Oct-2023
Authorization	26-Oct-2023
Business Corporation - Annual Return	16-Oct-2023
Notice of Change of Directors/Officers	16-Oct-2023
Authorization	19-Apr-2023
Business Corporation - Annual Return	06-Oct-2022
Notice of Change of Registered Office/Mailing Address	21-Sep-2021
Notice of Shareholders	14-Sep-2021
Business Corporation - Incorporation	14-Sep-2021

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Inactive(Amalgamated)
Incorporation Date	21-Nov-2013
Annual Return Due Date	31-Dec-2021
Nature of Business	HOLDING CORPORATION/LAND RENT
Amalgamated Into	102137239 MONETTE FARMS LTD.
MRAS indicator	No

Registered Office Addresses

Physical Address	51 - 1ST AVENUE NW, SWIFT CURRENT, Saskatchewan, Canada, S9H 0M5
Mailing Address	A.L.W. HOLDINGS LTD., BOX 610, SWIFT CURRENT, Saskatchewan, Canada, S9H 3W4

Directors/Officers

DARREL MONETTE (Director) — **Effective Date:** **01-Feb-2019**

Physical Address:	PTN. SE 30-11-13 W3, PARCEL A, R.M. OF LAC PELLETIER NO. 107, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4

DARREL MONETTE (Officer) — **Effective Date:** **01-Feb-2019**

Physical Address:	PTN. SE 30-11-13 W3, PARCEL A, R.M. OF LAC PELLETIER NO. 107, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4		
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4	Office Held:	PRESIDENT & SECRETARY-TREASURER

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	A	100
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	K	1,546,201
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	L	1,610,698
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	M	921,201

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 7

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	100
B	Yes	Unlimited	
C	Yes	Unlimited	
D	Yes	Unlimited	
E	Yes	Unlimited	
F	No	Unlimited	
G	No	Unlimited	
H	No	Unlimited	
I	No	Unlimited	
J	No	Unlimited	
K	No	Unlimited	1,546,201
L	No	Unlimited	1,610,698
M	No	Unlimited	921,201
N	No	Unlimited	
O	No	Unlimited	
P	Yes	Unlimited	
Q	Yes	Unlimited	
R	No	Unlimited	

S	No	Unlimited
T	Yes	Unlimited

Event History

Type	Date
Business Corporation - Annual Return	07-Dec-2020
Business Corporation - Annual Return	11-Dec-2019
Notice of Shareholders	13-Feb-2019
Notice of Change of Directors/Officers	13-Feb-2019
Business Corporation - Annual Return	10-Dec-2018
Business Corporation - Annual Return	11-Dec-2017
Notice of Change of Registered Office/Mailing Address	11-Dec-2017
Notice of Shareholders	07-Dec-2017
Business Corporation - Annual Return	29-Dec-2016
Business Corporation - File Unanimous Shareholder Agreement	24-Aug-2016
Business Corporation - Annual Return	01-Dec-2015
Notice of Shareholders	05-Mar-2015
Business Corporation - Annual Return	01-Dec-2014
Notice of Shareholders	21-Nov-2013
Business Corporation - Incorporation	21-Nov-2013

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Inactive(Amalgamated)
Incorporation Date	07-Jun-2017
Annual Return Due Date	31-Jul-2024
Nature of Business	Holding companies
Amalgamated Into	102179560 MONETTE FARMS LTD.
MRAS indicator	No

Registered Office Addresses

Physical Address	410, 475 - 2ND AVE. S., SASKATOON, Saskatchewan, Canada, S7K 1P4
Attention To	MIKE STEVENS
Mailing Address	AGRIVENTURES HOLDINGS INC., BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Attention To	DARREL MONETTE

Directors/Officers

DARREL MONETTE (Director) **Effective Date:** **12-May-2023**

Physical Address:	LOT 1 BLK/PAR B PLAN00SC08766, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4

DARREL MONETTE (Officer) **Effective Date:** **12-May-2023**

Physical Address:	LOT 1 BLK/PAR B PLAN00SC08766, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4		
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4	Office Held:	PRESIDENT/SECRETARY/TREASURER

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3W4	CLASS A	100
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3W4	CLASS H	200,000
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3W4	CLASS I	2,563,258
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3W4	CLASS G	2,000,000

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 5

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
CLASS A	Yes	Unlimited	100
CLASS B	Yes	Unlimited	
CLASS C	Yes	Unlimited	
CLASS D	No	Unlimited	
CLASS E	No	Unlimited	
CLASS F	No	Unlimited	
CLASS G	No	Unlimited	2,000,000
CLASS H	No	Unlimited	200,000
CLASS I	No	Unlimited	2,563,258
CLASS J	No	Unlimited	
CLASS K	No	Unlimited	
CLASS L	No	Unlimited	
CLASS M	Yes	Unlimited	

Previous Entity Names

Type	Name	Effective Until
Registered Name	102024796 SASKATCHEWAN LTD.	30-Jun-2017

Event History

Type	Date
Business Corporation - Annual Return	31-Jul-2023
Notice of Shareholders	31-Jul-2023
Notice of Change of Registered Office/Mailing Address	31-Jul-2023
Notice of Change of Directors/Officers	24-May-2023
Notice of Change of Registered Office/Mailing Address	23-May-2023
Notice of Change of Directors/Officers	23-May-2023
Notice of Shareholders	23-May-2023
Business Corporation - Annual Return	20-Jun-2022
Business Corporation - Restoral	08-Nov-2021
Notice of Shareholders	18-Jan-2021
Notice of Change of Directors/Officers	18-Jan-2021
Business Corporation - Restoral	18-Jan-2021
Notice of Shareholders	21-Oct-2019
Business Corporation - Annual Return	16-Aug-2019
Business Corporation - Annual Return	10-Sep-2018
Notice of Shareholders	02-Aug-2017
Business Corporation - Amend Articles with Name Change	30-Jun-2017
Notice of Shareholders	08-Jun-2017
Notice of Change of Directors/Officers	08-Jun-2017
Notice of Change of Directors/Officers	07-Jun-2017
Notice of Shareholders	07-Jun-2017
Business Corporation - Incorporation	07-Jun-2017

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Inactive(Amalgamated)
Incorporation Date	17-Dec-2010
Annual Return Due Date	31-Jan-2016
Nature of Business	LAND HOLDING COMPANY
Amalgamated Into	101295686 MONETTE FARMS LTD.
MRAS indicator	No

Registered Office Addresses

Physical Address	51 - 1ST AVENUE NW, SWIFT CURRENT, Saskatchewan, Canada, S9H0M5
Mailing Address	AMBERFIELD LAND CORP., BOX 610, SWIFT CURRENT, Saskatchewan, Canada, S9H3W4

Directors/Officers

JADE MONETTE (Officer) — **Effective Date:** **03-Mar-2015**

Physical Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3W4		
Mailing Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3W4	Office Held:	SECRETARY-TREASURER

DARRELL MONETTE (Officer) — **Effective Date:** **03-Mar-2015**

Physical Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4		
Mailing Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4	Office Held:	PRESIDENT

DARRELL MONETTE (Director) **Effective Date:** **03-Mar-2015**

Physical Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4
Mailing Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4

JADE MONETTE (Director) **Effective Date:** **03-Mar-2015**

Physical Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3W4
Mailing Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3W4

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SK, CANADA, S9H3W4	A COM	100
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SK, CANADA, S9H3W4	M PRE	3,911,300

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 10

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A COM	Yes	Unlimited	100
B COM	Yes	Unlimited	
C COM	Yes	Unlimited	
D COM	Yes	Unlimited	
E	No	Unlimited	
F	No	Unlimited	
G	No	Unlimited	
H	No	Unlimited	

I PRE	Yes	Unlimited	
J PRE	Yes	Unlimited	
K PRE	Yes	Unlimited	
L PRE	Yes	Unlimited	
M PRE	No	Unlimited	3,911,300
N PRE	No	Unlimited	
O PRE	No	Unlimited	
P PRE	No	Unlimited	
Q PRE	No	Unlimited	
R PRE	No	Unlimited	
S	Yes	Unlimited	

Previous Entity Names

Type	Name	Effective Until
Registered Name	101175458 SASKATCHEWAN LTD.	14-Apr-2011

Event History

Type	Date
Notice of Change of Registered Office/Mailing Address	03-Mar-2015
Notice of Shareholders	03-Mar-2015
Notice of Change of Directors/Officers	03-Mar-2015
Notice of Shareholders	26-Jan-2015
Business Corporation - Annual Return	28-Nov-2014
Business Corporation - Annual Return	11-Dec-2013
Business Corporation - Annual Return	03-Dec-2012
Business Corporation - Annual Return	25-Apr-2012
Business Corporation - Amend Articles	14-Apr-2011
Business Corporation - Incorporation	17-Dec-2010

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

BIG BAR MOUNTAIN CATTLE CO. LTD.

Date and Time of Search: **January 28, 2026 11:50 AM Pacific Time**

Currency Date: November 24, 2025

HISTORICAL - Amalgamated on May 18, 1982

Incorporation Number: BC0050839

Name of Company: BIG BAR MOUNTAIN CATTLE CO. LTD.

Business Number: N/A

Recognition Date: Incorporated on June 26, 1961

In Liquidation: No

Last Annual Report Filed: June 26, 1980

Receiver: No

AMALGAMATED INTO

Name of Amalgamated Company: DIAMOND "S" RANCH LIMITED

Incorporation Number: BC0251735

REGISTERED OFFICE INFORMATION

Mailing Address:
BC
CANADA

Delivery Address:
BC
CANADA

RECORDS OFFICE INFORMATION

No records office information to display.

DIRECTOR INFORMATION

No director information to display.

NO OFFICER INFORMATION FILED AS AT June 26, 1980.

Saskatchewan Corporate Registry

Profile Report

Entity Number: 102046923

Entity Name: DABOO FARMS LTD.

Report Date: 20-Jan-2026

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Inactive(Amalgamated)
Incorporation Date	27-Mar-2018
Annual Return Due Date	30-Apr-2024
Nature of Business	Holding companies
Amalgamated Into	102179560 MONETTE FARMS LTD.
MRAS indicator	No

Registered Office Addresses

Physical Address	51 - 1ST AVENUE NW, 51 - 1ST AVENUE NW, SWIFT CURRENT, Saskatchewan, Canada, S9H 0M5
Mailing Address	DABOO FARMS LTD., BOX 610, SWIFT CURRENT, Saskatchewan, Canada, S9H 3W4

Directors/Officers

DARREL MONETTE (Director) — **Effective Date:** **31-Mar-2023**

Physical Address:	LOT 1 BLK/PAR B PLAN00SC08766, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4

DARREL MONETTE (Officer) — **Effective Date:** **31-Mar-2023**

Physical Address:	LOT 1 BLK/PAR B PLAN00SC08766, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4		
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4	Office Held:	PRESIDENT & SECRETARY/TREASURER

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
MONETTE FARMS LTD.	BOX 1298, SASKATCHEWAN, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	CLASS A	50
MONETTE FARMS LTD.	BOX 1298, SASKATCHEWAN, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	CLASS B	50
MONETTE FARMS LTD.	BOX 1298, SASKATCHEWAN, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	CLASS H	7

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 15

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
CLASS A	Yes	Unlimited	50
CLASS B	Yes	Unlimited	50
CLASS C	Yes	Unlimited	
CLASS D	Yes	Unlimited	
CLASS E	No	Unlimited	
CLASS F	No	Unlimited	
CLASS G	Yes	Unlimited	
CLASS H	No	Unlimited	7
CLASS I	No	Unlimited	
CLASS J	No	Unlimited	
CLASS K	No	Unlimited	

Event History

Type	Date
Business Corporation - Annual Return	11-Apr-2023
Notice of Change of Registered Office/Mailing Address	31-Mar-2023
Notice of Change of Directors/Officers	11-Apr-2023
Notice of Shareholders	11-Apr-2023
Business Corporation - Annual Return	26-Apr-2022
Business Corporation - Annual Return	08-Apr-2021

Business Corporation - Annual Return	23-Apr-2020
Business Corporation - Annual Return	26-Apr-2019
Notice of Shareholders	09-Aug-2018
Business Corporation - Incorporation	27-Mar-2018

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

DIAMOND "S" RANCH LIMITED

Date and Time of Search: **January 28, 2026 11:41 AM Pacific Time**

Currency Date: November 24, 2025

HISTORICAL - Amalgamated on May 18, 1982

Incorporation Number: BC0016598

Name of Company: DIAMOND "S" RANCH LIMITED

Business Number: N/A

Recognition Date: Incorporated on February 09, 1939

In Liquidation: No

Last Annual Report Filed: February 09, 1982

Receiver: No

AMALGAMATED INTO

Name of Amalgamated Company: DIAMOND "S" RANCH LIMITED

Incorporation Number: BC0251735

REGISTERED OFFICE INFORMATION

Mailing Address:
BC
CANADA

Delivery Address:
BC
CANADA

RECORDS OFFICE INFORMATION

No records office information to display.

DIRECTOR INFORMATION

No director information to display.

NO OFFICER INFORMATION FILED AS AT February 09, 1982.

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

DIAMOND "S" RANCH LIMITED

Date and Time of Search: **January 28, 2026 11:37 AM Pacific Time**

Currency Date: November 24, 2025

HISTORICAL - Amalgamated on March 31, 1999

Incorporation Number: BC0251735

Name of Company: DIAMOND "S" RANCH LIMITED

Business Number: N/A

Recognition Date: May 18, 1982 as a result of an Amalgamation

In Liquidation: No

Last Annual Report Filed: May 18, 1998

Receiver: No

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation	Incorporation Number in BC
BIG BAR MOUNTAIN CATTLE CO. LTD.	BC0050839
DIAMOND "S" RANCH LIMITED	BC0016598

AMALGAMATED INTO

Name of Amalgamated Company: DIAMOND "S" RANCH LIMITED

Incorporation Number: BC0582618

REGISTERED OFFICE INFORMATION

Mailing Address:
BC
CANADA

Delivery Address:
BC
CANADA

RECORDS OFFICE INFORMATION

No records office information to display.

DIRECTOR INFORMATION

No director information to display.

NO OFFICER INFORMATION FILED AS AT May 18, 1998.

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

DIAMOND "S" RANCH LIMITED

Date and Time of Search: **January 28, 2026 11:29 AM Pacific Time**

Currency Date: November 24, 2025

HISTORICAL - Amalgamated on January 01, 2020

Incorporation Number: BC0582618

Name of Company: DIAMOND "S" RANCH LIMITED

Business Number: 101382992 BC0001

Recognition Date: March 31, 1999 as a result of an Amalgamation

In Liquidation: No

Last Annual Report Filed: March 31, 2019

Receiver: No

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation	Incorporation Number in BC
DIAMOND "S" RANCH LIMITED	BC0251735
RDS INTERNATIONAL LIMITED	BC0092990

AMALGAMATED INTO

Name of Amalgamated Company: THE BLUE GOOSE CATTLE COMPANY LTD.

Incorporation Number: BC1235692

REGISTERED OFFICE INFORMATION

Mailing Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
McIntyre, Richard

Mailing Address:
1 ADELAIDE STREET EAST
SUITE 2000
TORONTO ON M5C 2V9
CANADA

Delivery Address:
1 ADELAIDE STREET EAST
SUITE 2000
TORONTO ON M5C 2V9
CANADA

Last Name, First Name, Middle Name:
Sinclair, Douglas

Mailing Address:
#123 - 1305 WELCH STREET
NORTH VANCOUVER BC V7P 1B3
CANADA

Delivery Address:
#123 - 1305 WELCH STREET
NORTH VANCOUVER BC V7P 1B3
CANADA

NO OFFICER INFORMATION FILED AS AT March 31, 2019.

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	18-Sep-2018
Annual Return Due Date	31-Oct-2026
Nature of Business	Holding companies
MRAS indicator	No

Registered Office Addresses

Physical Address	51 - 1ST AVENUE NW, SWIFT CURRENT, Saskatchewan, Canada, S9H 0M5
Mailing Address	DMO HOLDINGS LTD., BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Attention To	DARREL MONETTE

Directors/Officers

DARREL MONETTE (Director) — **Effective Date:** **18-Sep-2018**

Physical Address:	717 SOUTH RAILWAY ST. W., SWIFT CURRENT, Saskatchewan, Canada, S9H 2Y9
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4

DARREL MONETTE (Officer) — **Effective Date:** **18-Sep-2018**

Physical Address:	717 SOUTH RAILWAY ST. W., SWIFT CURRENT, Saskatchewan, Canada, S9H 2Y9		
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4	Office Held:	PRESIDENT & SECRETARY/TREASURER

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
DARREL MONETTE	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	A	100
DARREL MONETTE	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	K	12,000,000

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 7

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	100
B	Yes	Unlimited	
C	Yes	Unlimited	
D	Yes	Unlimited	
E	Yes	Unlimited	
F	No	Unlimited	
G	No	Unlimited	
H	No	Unlimited	
I	No	Unlimited	
J	No	Unlimited	
K	No	Unlimited	12,000,000
L	No	Unlimited	
M	No	Unlimited	
N	No	Unlimited	
O	No	Unlimited	
P	Yes	Unlimited	
Q	Yes	Unlimited	
R	No	Unlimited	
S	No	Unlimited	
T	Yes	Unlimited	
U	No	Unlimited	
V	No	Unlimited	
W	No	Unlimited	
X	No	Unlimited	

Event History

Type	Date
Business Corporation - Annual Return	15-Oct-2025
Business Corporation - Annual Return	15-Oct-2024
Notice of Change of Mailing Address	15-Oct-2024
Business Corporation - Annual Return	17-Oct-2023
Notice of Change of Directors/Officers	17-Oct-2023
Business Corporation - Annual Return	06-Oct-2022
Business Corporation - Annual Return	15-Oct-2021
Business Corporation - Annual Return	09-Oct-2020
Notice of Shareholders	20-Feb-2020
Business Corporation - Annual Return	28-Oct-2019
Notice of Shareholders	18-Sep-2018
Business Corporation - Incorporation	18-Sep-2018

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Business Name DMO Holdings USA, Inc.	Business Type Domestic For-Profit Corporation	Business ID 23058023	Business Status Active Reason for Status In Good Standing
State of Formation/Jurisdiction Arizona	Known Place of Business 39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	
Date of Formation 01/31/2020	Status Date 10/01/2021	Annual Report/COD Due Date 01/31/2024	
Last Annual Report/COD filed 2023	Years Due 2024, 2025	Period of Duration Perpetual	

Character of Business

999999-Any legal purpose

Authorized Shares (1)

Class	Series	Total No. of Authorized Shares	Total No. of Issued Shares
Common	-	10,000	-

Statutory Agent Information

Agent Type Individual	Agent Name Jason Donkersley A	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD #100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Director	Individual	Darrel Monette	-	39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	-	02/2020	-
Other Officer-Officer	Individual	Darrel Monette	-	39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	-	02/2020	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Number	Filing Date	Effective Date	Filing Type	Filing Status	View Document
23032716320300	03/27/2023	03/27/2023	Annual Report(2022)	Approved	
23032716320304	03/27/2023	03/27/2023	Annual Report(2023)	Approved	
21102613000226	11/01/2021	10/26/2021	Articles of Amendment - For-Profit	Approved	
21100110500890	10/01/2021	10/01/2021	Annual Report(2021)	Approved	
21081201229515	08/12/2021	08/12/2021	Delinquent Annual Report (Day 1)	Approved	
20021816175964	02/24/2020	02/18/2020	Articles of Amendment - For-Profit	Approved	
20013114153269	02/07/2020	01/31/2020	Articles of Incorporation - For-Profit	Approved	

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Business Name DMO Holdings USA, Inc.	Business Type Domestic For-Profit Corporation	Business ID 23058023	Business Status Active
State of Formation/Jurisdiction Arizona	Known Place of Business 39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 01/31/2020	Status Date 10/01/2021	Annual Report/COD Due Date 01/31/2024	
Last Annual Report/COD filed 2023	Years Due 2024, 2025	Period of Duration Perpetual	

Character of Business

999999-Any legal purpose

Authorized Shares (1)

Class	Series	Total No. of Authorized Shares	Total No. of Issued Shares
Common	-	10,000	-

Statutory Agent Information

Agent Type Individual	Agent Name Jason Donkersley A	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD #100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Director	Individual	Darrel Monette	-	39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	-	02/2020	-
Other Officer-Officer	Individual	Darrel Monette	-	39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	-	02/2020	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Business Name	True Name in Domicile	Filing Number	Filing Date	Filing Description	Effective Start Date	End Date	Reservation/Registration ID
DMO Holdings USA, Inc.		20013114153269	01/31/2020	Articles of Incorporation	01/31/2020		

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Business Name DMO Holdings USA, Inc.	Business Type Domestic For-Profit Corporation	Business ID 23058023	Business Status Active
State of Formation/Jurisdiction Arizona	Known Place of Business 39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 01/31/2020	Status Date 10/01/2021	Annual Report/COD Due Date 01/31/2024	
Last Annual Report/COD filed 2023	Years Due 2024, 2025	Period of Duration Perpetual	

Character of Business

999999-Any legal purpose

Authorized Shares (1)

Class	Series	Total No. of Authorized Shares	Total No. of Issued Shares
Common	-	10,000	-

Statutory Agent Information

Agent Type Individual	Agent Name Jason Donkersley A	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD #100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Director	Individual	Darrel Monette	-	39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	-	02/2020	-
Other Officer-Officer	Individual	Darrel Monette	-	39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	-	02/2020	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Number	Filing Date	Agent Name	Effective Date
		Jason A Donkersley	

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Business Name DMO Holdings USA, Inc.	Business Type Domestic For-Profit Corporation	Business ID 23058023	Business Status Active
State of Formation/Jurisdiction Arizona	Known Place of Business 39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 01/31/2020	Status Date 10/01/2021	Annual Report/COD Due Date 01/31/2024	
Last Annual Report/COD filed 2023	Years Due 2024, 2025	Period of Duration Perpetual	

Character of Business

999999-Any legal purpose

Authorized Shares (1)

Class	Series	Total No. of Authorized Shares	Total No. of Issued Shares
Common	-	10,000	-

Statutory Agent Information

Agent Type Individual	Agent Name Jason Donkersley A	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD #100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Director	Individual	Darrel Monette	-	39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	-	02/2020	-
Other Officer-Officer	Individual	Darrel Monette	-	39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	-	02/2020	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Date	Work Order Number	Filing Type	Status	View Document
01/31/2020	202001310708108	Expedite Pending Document Request	Approved	

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Business Name DMO Holdings USA, Inc.	Business Type Domestic For-Profit Corporation	Business ID 23058023	Business Status Active
State of Formation/Jurisdiction Arizona	Known Place of Business 39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 01/31/2020	Status Date 10/01/2021	Annual Report/COD Due Date 01/31/2024	
Last Annual Report/COD filed 2023	Years Due 2024, 2025	Period of Duration Perpetual	

Character of Business

999999-Any legal purpose

Authorized Shares (1)

Class	Series	Total No. of Authorized Shares	Total No. of Issued Shares
Common	-	10,000	-

Statutory Agent Information

Agent Type Individual	Agent Name Jason Donkersley A	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD #100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Director	Individual	Darrel Monette	-	39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	-	02/2020	-
Other Officer-Officer	Individual	Darrel Monette	-	39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	-	02/2020	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Number	Filing Date	Effective Date	Filing Type	View Document

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Business Name DMO Holdings USA, Inc.	Business Type Domestic For-Profit Corporation	Business ID 23058023	Business Status Active
State of Formation/Jurisdiction Arizona	Known Place of Business 39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 01/31/2020	Status Date 10/01/2021	Annual Report/COD Due Date 01/31/2024	
Last Annual Report/COD filed 2023	Years Due 2024, 2025	Period of Duration Perpetual	

Character of Business

999999-Any legal purpose

Authorized Shares (1)

Class	Series	Total No. of Authorized Shares	Total No. of Issued Shares
Common	-	10,000	-

Statutory Agent Information

Agent Type Individual	Agent Name Jason Donkersley A	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD #100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Director	Individual	Darrel Monette	-	39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	-	02/2020	-
Other Officer-Officer	Individual	Darrel Monette	-	39332 W. Camelback Rd., TONOPAH, AZ, Maricopa, 85354, USA	-	02/2020	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Location Number/Barcode Number	Date Received	Description	View Document

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

GOAT'S PEAK WINERY LTD.

Date and Time of Search: **January 19, 2026 03:18 PM Pacific Time**

Currency Date: October 28, 2025

ACTIVE

Incorporation Number: BC1171993

Name of Company: GOAT'S PEAK WINERY LTD.

Business Number: 744920281 BC0001

Recognition Date and Time: Incorporated on July 16, 2018 10:01 AM Pacific Time

In Liquidation: No

Last Annual Report Filed: July 16, 2025

Receiver: No

COMPANY NAME INFORMATION

Previous Company Name	Date of Company Name Change
1171993 B.C. LTD.	February 19, 2019

REGISTERED OFFICE INFORMATION

Mailing Address:
1800 - 1631 DICKSON AVENUE
KELOWNA BC V1Y 0B5
CANADA

Delivery Address:
1800 - 1631 DICKSON AVENUE
KELOWNA BC V1Y 0B5
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
1800 - 1631 DICKSON AVENUE
KELOWNA BC V1Y 0B5
CANADA

Delivery Address:
1800 - 1631 DICKSON AVENUE
KELOWNA BC V1Y 0B5
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Monette, Darrel

Mailing Address:
BOX 1298
SWIFT CURRENT SK S9H 3X4
CANADA

Delivery Address:
BOX 1298
SWIFT CURRENT SK S9H 3X4
CANADA

OFFICER INFORMATION AS AT July 16, 2025

Last Name, First Name, Middle Name:
Monette, Darrel

Office(s) Held: (President)

Mailing Address:
BOX 1298
SWIFT CURRENT SK S9H 3X4
CANADA

Delivery Address:
BOX 1298
SWIFT CURRENT SK S9H 3X4
CANADA

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

GREENWAVE TRANSPORT LTD.

Date and Time of Search: **January 28, 2026 11:51 AM Pacific Time**

Currency Date: November 24, 2025

HISTORICAL - Amalgamated on January 01, 2020

Incorporation Number: BC0659272

Name of Company: GREENWAVE TRANSPORT LTD.

Business Number: 854043247 BC0001

Recognition Date: Incorporated on November 27, 2002

In Liquidation: No

Last Annual Report Filed: November 27, 2018

Receiver: No

COMPANY NAME INFORMATION

Previous Company Name	Date of Company Name Change
GREENWAVE FARMS LTD	October 27, 2006

AMALGAMATED INTO

Name of Amalgamated Company: THE BLUE GOOSE CATTLE COMPANY LTD.

Incorporation Number: BC1235692

REGISTERED OFFICE INFORMATION

Mailing Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
McIntyre, Richard

Mailing Address:
1 ADELAIDE STREET EAST
SUITE 2000
TORONTO ON M5C 2V9
CANADA

Delivery Address:
1 ADELAIDE STREET EAST
SUITE 2000
TORONTO ON M5C 2V9
CANADA

Last Name, First Name, Middle Name:
Sinclair, Douglas

Mailing Address:
#123 - 1305 WELCH STREET
NORTH VANCOUVER BC V7P 1B3
CANADA

Delivery Address:
#123 - 1305 WELCH STREET
NORTH VANCOUVER BC V7P 1B3
CANADA

NO OFFICER INFORMATION FILED AS AT November 27, 2018.

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Inactive(Amalgamated)
Incorporation Date	27-Dec-2011
Annual Return Due Date	31-Jan-2017
Nature of Business	EQUIPMENT RENTAL COMPANY
Amalgamated Into	102011243 MONETTE FARMS LTD.
MRAS indicator	No

Registered Office Addresses

Physical Address	51 - 1ST AVENUE NW, SWIFT CURRENT, Saskatchewan, Canada, S9H0M5
Mailing Address	MONETTE EQUIPMENT COMPANY LTD., BOX 610, SWIFT CURRENT, Saskatchewan, Canada, S9H3W4

Directors/Officers

DARREL MONETTE (Officer) **Effective Date:** **07-Jan-2013**

Physical Address:	LOT 1 BLK B PLAN 00SC08766 EXT. 0, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4		
Mailing Address:	LOT 1 BLK B PLAN 00SC08766 EXT. 0, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4	Office Held:	PRESIDENT & SECRETARY-TREASURER

DARREL MONETTE (Director) **Effective Date:** **27-Dec-2011**

Physical Address:	LOT 1 BLK B PLAN 00SC08766 EXT. 0, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4
Mailing Address:	LOT 1 BLK B PLAN 00SC08766 EXT. 0, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
DARREL MONETTE	LOT 1 BLK B PLAN 00SC08766 EXT. 0, BOX 1298, SWIFT CURRENT, SK, CANADA, S9H3X4	A	150
DARREL MONETTE	LOT 1 BLK B PLAN 00SC08766 EXT. 0, BOX 1298, SWIFT CURRENT, SK, CANADA, S9H3X4	K	4,258,680

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 7

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	150
B	Yes	Unlimited	
C	Yes	Unlimited	
D	Yes	Unlimited	
E	Yes	Unlimited	
F	No	Unlimited	
G	No	Unlimited	
H	No	Unlimited	
I	No	Unlimited	
J	No	Unlimited	
K	No	Unlimited	4,258,680
L	No	Unlimited	
M	No	Unlimited	
N	No	Unlimited	
O	No	Unlimited	
P	Yes	Unlimited	
Q	Yes	Unlimited	
R	No	Unlimited	
S	No	Unlimited	
T	Yes	Unlimited	

Event History

Type	Date
Business Corporation - Annual Return	14-Jan-2016
Business Corporation - Annual Return	20-Jan-2015
Notice of Change of Directors/Officers	05-Mar-2014
Business Corporation - Annual Return	14-Jan-2014
Business Corporation - Annual Return	07-Jan-2013
Notice of Shareholders	24-Jul-2012
Notice of Shareholders	27-Dec-2011
Business Corporation - Incorporation	27-Dec-2011

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Business Name Monette Farms Arizona, LLC	Business Type Domestic Limited Liability Company	Business ID 23061184	Business Status Active Reason for Status In Good Standing
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	
Date of Formation 02/11/2020	Status Date 02/11/2020	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Business	Agent Name JASON A DONKERSLEY ESQ	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc.	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Number	Filing Date	Effective Date	Filing Type	Filing Status	View Document
20022415001585	02/25/2020	02/11/2020	Articles of Organization	Approved	

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Business Name
Monette Farms Arizona, LLC

Business Type
Domestic Limited Liability Company

Business ID
23061184

Business Status
Active

Reason for Status
In Good Standing

State of Formation/Jurisdiction
Arizona

Principal Office Address
39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA

Mailing Address
-

Date of Formation
02/11/2020

Status Date
02/11/2020

Management Structure
Manager Managed

Period of Duration
Perpetual

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type
Business

Agent Name
JASON A DONKERSLEY ESQ

Status
Active

Physical Address Attention
-

Statutory Agent Address (Physical Address)
6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA

Mailing Address Attention
-

Mailing Address
6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA

Effective Date
-

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc.	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Business Name	True Name in Domicile	Filing Number	Filing Date	Filing Description	Effective Start Date	End Date	Reservation/Registration ID
Monette Farms Arizona, LLC		20022415001585	02/11/2020	Articles of Organization	02/11/2020		

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Business Name Monette Farms Arizona, LLC	Business Type Domestic Limited Liability Company	Business ID 23061184	Business Status Active
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 02/11/2020	Status Date 02/11/2020	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Business	Agent Name JASON A DONKERSLEY ESQ	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc.	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Number	Filing Date	Agent Name	Effective Date
		JASON A DONKERSLEY ESQ	

Arizona Business Center

Login Register

Business Search

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Business Name Monette Farms Arizona, LLC	Business Type Domestic Limited Liability Company	Business ID 23061184	Business Status Active Reason for Status In Good Standing
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	
Date of Formation 02/11/2020	Status Date 02/11/2020	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Business	Agent Name JASON A DONKERSLEY ESQ	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc.	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Date	Work Order Number	Filing Type	Status	View Document

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Business Name Monette Farms Arizona, LLC	Business Type Domestic Limited Liability Company	Business ID 23061184	Business Status Active
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 02/11/2020	Status Date 02/11/2020	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Business	Agent Name JASON A DONKERSLEY ESQ	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc.	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Number	Filing Date	Effective Date	Filing Type	View Document

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Business Name Monette Farms Arizona, LLC	Business Type Domestic Limited Liability Company	Business ID 23061184	Business Status Active Reason for Status In Good Standing
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	
Date of Formation 02/11/2020	Status Date 02/11/2020	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Business	Agent Name JASON A DONKERSLEY ESQ	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc.	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Location Number/Barcode Number	Date Received	Description	View Document

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

MONETTE FARMS BC GP LTD.

Date and Time of Search: **January 19, 2026 03:18 PM Pacific Time**

Currency Date: October 28, 2025

ACTIVE

Incorporation Number: BC1488165

Name of Company: MONETTE FARMS BC GP LTD.

Business Number: 728370958 BC0001

Recognition Date and Time: Incorporated on June 20, 2024 02:29 PM Pacific Time

In Liquidation: No

Last Annual Report Filed: Not Available

Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:
1800 - 510 WEST GEORGIA STREET
VANCOUVER BC V6B 0M3
CANADA

Delivery Address:
1800 - 510 WEST GEORGIA STREET
VANCOUVER BC V6B 0M3
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
1800 - 510 WEST GEORGIA STREET
VANCOUVER BC V6B 0M3
CANADA

Delivery Address:
1800 - 510 WEST GEORGIA STREET
VANCOUVER BC V6B 0M3
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Monette, Darrel

Mailing Address:
BOX 1298
SWIFT CURRENT SK S9H 3X4
CANADA

Delivery Address:
717 SOUTH RAILWAY ST. W
SWIFT CURRENT SK S9H 2Y9
CANADA

NO OFFICER INFORMATION FILED .

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

MONETTE FARMS LAND GP LTD. as of January 19, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	MONETTE FARMS LAND GP LTD.
Ontario Corporation Number (OCN)	1000929035
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	June 19, 2024
Registered or Head Office Address	222 Bay Street, Suite 3000, Toronto, Ontario, M5K 1E7, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	DARREL MONETTE
Address for Service	222 Bay Street, Suite 3000, Toronto, Ontario, M5K 1E7, Canada
Resident Canadian	Yes
Date Began	June 19, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name	DARREL MONETTE
Position	President
Address for Service	222 Bay Street, Suite 3000, Toronto, Ontario, M5K1E7, Canada
Date Began	June 19, 2024

Name	DARREL MONETTE
Position	Secretary
Address for Service	222 Bay Street, Suite 3000, Toronto, Ontario, M5K1E7, Canada
Date Began	June 19, 2024

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V. Quintanilla W.
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Corporate Name History

Name	MONETTE FARMS LAND GP LTD.
Effective Date	June 19, 2024

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V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
CIA - Initial Return PAF: DARREL MONETTE	June 19, 2024
BCA - Articles of Incorporation	June 19, 2024

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Ontario

Ministère des Services au public et aux entreprises

Rapport de profil

MONETTE FARMS LAND GP LTD. en date du 19 janvier 2026

Loi	Loi sur les sociétés par actions
Type	Société par actions de l'Ontario
Dénomination	MONETTE FARMS LAND GP LTD.
Numéro de société de l'Ontario	1000929035
Autorité législative responsable	Canada - Ontario
Statut	Active
Date de constitution	19 juin 2024
Adresse légale ou du siège social	222 Bay Street, Suite 3000, Toronto, Ontario, M5K 1E7, Canada

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Nombre minimal d'administrateurs	1
Nombre maximal d'administrateurs	10

Administrateurs en fonction

Dénomination	DARREL MONETTE
Adresse aux fins de signification	222 Bay Street, Suite 3000, Toronto, Ontario, M5K 1E7, Canada
Résident canadien	Oui
Date d'entrée en fonction	19 juin 2024

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.
V. Quintanilla W.
Directeur ou registrateur
Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Dirigeants en fonction

Dénomination	DARREL MONETTE
Poste	Président de la société
Adresse aux fins de signification	222 Bay Street, Suite 3000, Toronto, Ontario, M5K1E7, Canada
Date d'entrée en fonction	19 juin 2024

Dénomination	DARREL MONETTE
Poste	Secrétaire
Adresse aux fins de signification	222 Bay Street, Suite 3000, Toronto, Ontario, M5K1E7, Canada
Date d'entrée en fonction	19 juin 2024

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.
V. Quintanilla W.
Directeur ou registrateur
Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Historique des dénominations sociales

Nom	MONETTE FARMS LAND GP LTD.
Date d'entrée en vigueur	19 juin 2024

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux en vigueur

Cette personne morale n'a aucun nom commercial actif enregistré en vertu de la Loi sur les noms commerciaux de l'Ontario.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux expirés ou révoqués

Les noms commerciaux actifs enregistrés de cette personne morale en vertu de la Loi sur les noms commerciaux de l'Ontario sont expirés ou annulés.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Liste de documents

Nom du dépôt	Date d'entrée en vigueur
CIA - Rapport initial PRE: DARREL MONETTE	19 juin 2024
BCA - Statuts constitutifs	19 juin 2024

Tous les renseignements de la « PRE » (personne autorisant le dépôt) sont affichés exactement tels qu'ils sont enregistrés dans le Registre des entreprises de l'Ontario. Lorsque la PRE ne figure pas sur un document, les renseignements n'ont pas été enregistrés dans le Registre des entreprises de l'Ontario.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.
V. Quintanilla W.
Directeur ou registrateur
Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

MONETTE FARMS LAND II GP LTD. as of January 19, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	MONETTE FARMS LAND II GP LTD.
Ontario Corporation Number (OCN)	1000929030
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	June 19, 2024
Registered or Head Office Address	222 Bay Street, Suite 3000, Toronto, Ontario, M5K 1E7, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	DARREL MONETTE
Address for Service	222 Bay Street, Suite 3000, Toronto, Ontario, M5K 1E7, Canada
Resident Canadian	Yes
Date Began	June 19, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
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Active Officer(s)

Name	DARREL MONETTE
Position	President
Address for Service	222 Bay Street, Suite 3000, Toronto, Ontario, M5K1E7, Canada
Date Began	June 19, 2024

Name	DARREL MONETTE
Position	Secretary
Address for Service	222 Bay Street, Suite 3000, Toronto, Ontario, M5K1E7, Canada
Date Began	June 19, 2024

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Corporate Name History

Name	MONETTE FARMS LAND II GP LTD.
Effective Date	June 19, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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Director/Registrar
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Document List

Filing Name	Effective Date
CIA - Initial Return PAF: DARREL MONETTE	June 19, 2024
BCA - Articles of Incorporation	June 19, 2024

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

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Ontario

Ministère des Services au public et aux entreprises

Rapport de profil

MONETTE FARMS LAND II GP LTD. en date du 19 janvier 2026

Loi	Loi sur les sociétés par actions
Type	Société par actions de l'Ontario
Dénomination	MONETTE FARMS LAND II GP LTD.
Numéro de société de l'Ontario	1000929030
Autorité législative responsable	Canada - Ontario
Statut	Active
Date de constitution	19 juin 2024
Adresse légale ou du siège social	222 Bay Street, Suite 3000, Toronto, Ontario, M5K 1E7, Canada

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Nombre minimal d'administrateurs	1
Nombre maximal d'administrateurs	10

Administrateurs en fonction

Dénomination	DARREL MONETTE
Adresse aux fins de signification	222 Bay Street, Suite 3000, Toronto, Ontario, M5K 1E7, Canada
Résident canadien	Oui
Date d'entrée en fonction	19 juin 2024

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.
V. Quintanilla W.
Directeur ou registrateur
Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Dirigeants en fonction

Dénomination	DARREL MONETTE
Poste	Président de la société
Adresse aux fins de signification	222 Bay Street, Suite 3000, Toronto, Ontario, M5K1E7, Canada
Date d'entrée en fonction	19 juin 2024

Dénomination	DARREL MONETTE
Poste	Secrétaire
Adresse aux fins de signification	222 Bay Street, Suite 3000, Toronto, Ontario, M5K1E7, Canada
Date d'entrée en fonction	19 juin 2024

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.
V. Quintanilla W.
Directeur ou registrateur
Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Historique des dénominations sociales

Nom	MONETTE FARMS LAND II GP LTD.
Date d'entrée en vigueur	19 juin 2024

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.
V. Quintanilla W.
Directeur ou registrateur
Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux en vigueur

Cette personne morale n'a aucun nom commercial actif enregistré en vertu de la Loi sur les noms commerciaux de l'Ontario.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux expirés ou révoqués

Les noms commerciaux actifs enregistrés de cette personne morale en vertu de la Loi sur les noms commerciaux de l'Ontario sont expirés ou annulés.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Liste de documents

Nom du dépôt	Date d'entrée en vigueur
CIA - Rapport initial PRE: DARREL MONETTE	19 juin 2024
BCA - Statuts constitutifs	19 juin 2024

Tous les renseignements de la « PRE » (personne autorisant le dépôt) sont affichés exactement tels qu'ils sont enregistrés dans le Registre des entreprises de l'Ontario. Lorsque la PRE ne figure pas sur un document, les renseignements n'ont pas été enregistrés dans le Registre des entreprises de l'Ontario.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.
V. Quintanilla W.
Directeur ou registrateur
Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

COMPANIES OFFICE
OFFICE DES COMPAGNIES

Manitoba

File Summary

Registry No : **10179953**
Entity Name : **MONETTE FARMS LTD.**

As of : 10-Apr-2025

Entity Name :	MONETTE FARMS LTD.
Registry No :	10179953
Business No :	821340221MC0002
Current Status :	Active (New Amalgamated)
Entity Type :	BUSINESS CORPORATION
Entity Sub Type :	EXTRA-PROVINCIAL - SHARE CORPORATION
Incorp/Amalg Date :	01-Nov-2023
Home Jurisdiction :	SASKATCHEWAN
Date Registered in Manitoba :	01-Nov-2023
Nature of Business :	OTHER CROP FARMING
NAICS Code :	111

Registered Office Address :

Effective date, if changing address :	27-Jan-2025
Address :	717 SOUTH RAILWAY STREET WEST
City/Province :	SWIFT CURRENT, SK
Country/Postal Code :	CANADA, S9H 2Y9

Mailing Address :

Name :	FILLMORE RILEY LLP
Address :	1700 - 360 MAIN STREET
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R3C 3Z3

Power(s) of Attorney :

Name :	SOUTHAL, COLE R.
Address :	1700 - 360 MAIN STREET
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R3C 3Z3

Corporations involved to form Amalgamation :

Registry No :	10130753
Entity Name :	MONETTE FARMS LTD.

Event History :

Event	Date :	Filing Year :
AMALGAMATION	01-Nov-2023	
POWER OF ATTORNEY	03-Apr-2024	
REQUEST BN15 FOR AMALGAMATION SUCCESSOR	03-Apr-2024	
HUB: ASSIGN BN15 FOR BN	03-Apr-2024	
CHANGE OF REGISTERED OFFICE	27-Jan-2025	

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

Saskatchewan Corporate Registry

Profile Report

Entity Number: 102179560

Entity Name: MONETTE FARMS LTD.

Report Date: 10-Apr-2025

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Amalgamation Date	01-Nov-2023
Annual Return Due Date	31-Dec-2025
Nature of Business	Other crop farming
Amalgamated From	102020639 - 102020639 SASKATCHEWAN INC. 102024796 - AGRIVENTURES HOLDINGS INC. 102046923 - DABOO FARMS LTD. 102056707 - OF THE PLAINS ORGANICS INCORPORATED 102137239 - MONETTE FARMS LTD.
MRAS indicator	No

Registered Office Addresses

Physical Address	717 SOUTH RAILWAY STREET WEST, SWIFT CURRENT, Saskatchewan, Canada, S9H 2Y9
Mailing Address	MONETTE FARMS LTD., BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Attention To	DARREL MONETTE

Directors/Officers

DARREL MONETTE (Director) — **Effective Date:** **01-Nov-2023**

Physical Address:	717 SOUTH RAILWAY ST. W, SWIFT CURRENT, Saskatchewan, Canada, S9H 2Y9
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4

DARREL MONETTE (Officer) — **Effective Date:** **01-Nov-2023**

Physical Address:	717 SOUTH RAILWAY ST. W, SWIFT CURRENT, Saskatchewan, Canada, S9H 2Y9		
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4	Office Held:	PRESIDENT & SECRETARY/TREASURER

RUSSEL MONETTE (Officer)		**Effective Date:**	**01-Nov-2023**
Physical Address:	717 SOUTH RAILWAY ST. W, SWIFT CURRENT, Saskatchewan, Canada, S9H 2Y9		
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4	Office Held:	VICE PRESIDENT

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
DARREL MONETTE	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	M	2,000
DARREL MONETTE	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	N	12,246,562
DARREL MONETTE	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	O	46,675,900
MONETTE FARM FAMILY TRUST	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	C	100
MONETTE FARM FAMILY TRUST	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	D	100

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 7

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	
B	Yes	Unlimited	
C	Yes	Unlimited	100
D	Yes	Unlimited	100
E	Yes	Unlimited	
F	No	Unlimited	
G	No	Unlimited	

H	No	Unlimited	
I	No	Unlimited	
J	No	Unlimited	
K	No	Unlimited	
L	No	Unlimited	
M	No	Unlimited	2,000
N	No	Unlimited	12,246,562
O	No	Unlimited	46,675,900
P	Yes	Unlimited	
Q	Yes	Unlimited	
R	No	Unlimited	
S	No	Unlimited	
T	Yes	Unlimited	

Event History

Type	Date
Notice of Change of Registered Office/Mailing Address	27-Jan-2025
Business Corporation - Annual Return	17-Dec-2024
Notice of Change of Directors/Officers	17-Dec-2024
Notice of Change of Mailing Address	06-Nov-2024
Notice of Change of Mailing Address	03-Oct-2024
Notice of Shareholders	26-Mar-2024
Notice of Change of Registered Office/Mailing Address	25-Nov-2023
Business Corporation - Amalgamation	01-Nov-2023

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Inactive(Amalgamated)
Incorporation Date	08-Jan-2009
Annual Return Due Date	29-Feb-2016
Nature of Business	FARMING
Amalgamated Into	101295686 MONETTE FARMS LTD.
MRAS indicator	No

Registered Office Addresses

Physical Address	51 - 1ST AVENUE NW, SWIFT CURRENT, Saskatchewan, Canada, S9H0M5
Mailing Address	MONETTE FARMS LTD., BOX 610, SWIFT CURRENT, Saskatchewan, Canada, S9H3W4

Directors/Officers

JADE MONETTE (Officer) **Effective Date:** **08-Jan-2009**

Physical Address:	LOT 1 BLK B PLAN 00SC08766 EXT. 0, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4		
Mailing Address:	LOT 1 BLK B PLAN 00SC08766 EXT. 0, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4	Office Held:	SECRETARY-TREASURER

DARREL MONETTE (Officer) **Effective Date:** **08-Jan-2009**

Physical Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4		
Mailing Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4	Office Held:	PRESIDENT

DARREL MONETTE (Director) **Effective Date:** **08-Jan-2009**

Physical Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4
Mailing Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4

JADE MONETTE (Director) **Effective Date:** **08-Jan-2009**

Physical Address:	LOT 1 BLK B PLAN 00SC08766 EXT. 0, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4
Mailing Address:	LOT 1 BLK B PLAN 00SC08766 EXT. 0, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
DARREL MONETTE	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, SK, CANADA, S9H3X4	M	2,697,665
MONETTE EQUIPMENT COMPANY LTD.	BOX 1298, SWIFT CURRENT, SK, CANADA, S9H3X4	C	50
MONETTE LAND COMPANY LTD.	BOX 1298, SWIFT CURRENT, SK, CANADA, S9H3X4	C	50

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 7

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	
B	Yes	Unlimited	
C	Yes	Unlimited	100
D	Yes	Unlimited	

E	Yes	Unlimited	
F	No	Unlimited	
G	No	Unlimited	
H	No	Unlimited	
I	No	Unlimited	
J	No	Unlimited	
K	No	Unlimited	
L	No	Unlimited	
M	No	Unlimited	2,697,665
N	No	Unlimited	
O	No	Unlimited	
P	Yes	Unlimited	
Q	Yes	Unlimited	
R	Yes	Unlimited	
S	Yes	Unlimited	
T	Yes	Unlimited	

Event History

Type	Date
Business Corporation - Annual Return	27-Feb-2015
Notice of Shareholders	05-Mar-2014
Notice of Change of Directors/Officers	05-Mar-2014
Business Corporation - Annual Return	25-Feb-2014
Business Corporation - Annual Return	13-Feb-2013
Notice of Shareholders	24-Jul-2012
Business Corporation - Annual Return	02-Feb-2012
Notice of Shareholders	10-Nov-2011
Notice of Shareholders	20-Jun-2011
Business Corporation - Annual Return	23-Feb-2011
Business Corporation - Annual Return	02-Feb-2010
Notice of Shareholders	08-Jan-2009
Business Corporation - Incorporation	08-Jan-2009

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Inactive(Amalgamated)
Amalgamation Date	01-Jan-2016
Annual Return Due Date	28-Feb-2017
Nature of Business	FARMING
Amalgamated Into	102011243 MONETTE FARMS LTD.
Amalgamated From	101136221 - MONETTE FARMS LTD. 101175458 - AMBERFIELD LAND CORP.
MRAS indicator	No

Registered Office Addresses

Physical Address	51-1ST AVE. NW, SWIFT CURRENT, Saskatchewan, Canada, S9H0M5
Mailing Address	MONETTE FARMS LTD., BOX 610, SWIFT CURRENT, Saskatchewan, Canada, S9H3W4

Directors/Officers

DARREL MONETTE (Officer) — **Effective Date:** **30-Mar-2016**

Physical Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4		
Mailing Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4	Office Held:	PRESIDENT

JADE MONETTE (Officer) — **Effective Date:** **30-Mar-2016**

Physical Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4		
Mailing Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4	Office Held:	SECRETARY/TREASURER

DARREL MONETTE (Director) **Effective Date:** **01-Jan-2016**

Physical Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4
Mailing Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4

JADE MONETTE (Director) **Effective Date:** **01-Jan-2016**

Physical Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4
Mailing Address:	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
DARREL MONETTE	LOT 1 BLK B PLAN 00SC08766, BOX 1298, SWIFT CURRENT, SK, CANADA, S9H3X4	M	2,697,665
MONETTE EQUIPMENT COMPNAY LTD.	BOX 1298, SWIFT CURRENT, SK, CANADA, S9H3X4	C	50
MONETTE LAND COMPANY LTD.	BOX 1298, SWIFT CURRENT, SK, CANADA, S9H3X4	C	50

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 7

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	
B	Yes	Unlimited	
C	Yes	Unlimited	100
D	Yes	Unlimited	
E	Yes	Unlimited	

F	No	Unlimited	
G	No	Unlimited	
H	No	Unlimited	
I	No	Unlimited	
J	No	Unlimited	
K	No	Unlimited	
L	No	Unlimited	
M	No	Unlimited	2,697,665
N	No	Unlimited	
O	No	Unlimited	
P	Yes	Unlimited	
Q	Yes	Unlimited	
R	Yes	Unlimited	
S	Yes	Unlimited	
T	Yes	Unlimited	

Event History

Type	Date
Notice of Change of Directors/Officers	30-Mar-2016
Notice of Shareholders	30-Mar-2016
Business Corporation - Amalgamation	01-Jan-2016

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Inactive(Amalgamated)
Amalgamation Date	01-Jan-2017
Annual Return Due Date	28-Feb-2022
Nature of Business	Other crop farming
Amalgamated Into	102137239 MONETTE FARMS LTD.
Amalgamated From	101197708 - MONETTE LAND COMPANY LTD. 101197709 - MONETTE EQUIPMENT COMPANY LTD. 101295686 - MONETTE FARMS LTD.
MRAS indicator	No

Registered Office Addresses

Physical Address	51 - 1ST AVENUE NW, SWIFT CURRENT, Saskatchewan, Canada, S9H 0M5
Mailing Address	MONETTE FARMS LTD., BOX 610, SWIFT CURRENT, Saskatchewan, Canada, S9H 3W4

Directors/Officers

DARREL MONETTE (Director) — **Effective Date:** **01-Jan-2017**

Physical Address:	LOT 1 BLK/PAR B PLAN 00SC08766, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4

DARREL MONETTE (Officer) — **Effective Date:** **01-Jan-2017**

Physical Address:	LOT 1 BLK/PAR B PLAN 00SC08766, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4		
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4	Office Held:	PRESIDENT & SECRETARY/TREASURER

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
DARREL MONETTE	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	M	2,000
DARREL MONETTE	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	N	19,073,565
DARREL MONETTE	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	O	46,675,900
MONETTE FARM FAMILY TRUST	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	C	100
MONETTE FARM FAMILY TRUST	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	D	100

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 7

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	
B	Yes	Unlimited	
C	Yes	Unlimited	100
D	Yes	Unlimited	100
E	Yes	Unlimited	
F	No	Unlimited	
G	No	Unlimited	
H	No	Unlimited	
I	No	Unlimited	
J	No	Unlimited	
K	No	Unlimited	
L	No	Unlimited	
M	No	Unlimited	2,000
N	No	Unlimited	19,073,565

O	No	Unlimited	46,675,900
P	Yes	Unlimited	
Q	Yes	Unlimited	
R	Yes	Unlimited	
S	Yes	Unlimited	
T	Yes	Unlimited	

Event History

Type	Date
Notice of Shareholders	14-Apr-2021
Notice of Shareholders	14-Apr-2021
Business Corporation - Annual Return	16-Feb-2021
Notice of Shareholders	05-May-2020
Business Corporation - Annual Return	28-Feb-2020
Notice of Shareholders	20-Feb-2020
Business Corporation - Annual Return	27-Feb-2019
Notice of Change of Directors/Officers	04-Dec-2018
Notice of Shareholders	04-Dec-2018
Business Corporation - Annual Return	28-Feb-2018
Notice of Change of Directors/Officers	28-Feb-2018
Notice of Change of Directors/Officers	28-Feb-2018
Notice of Change of Registered Office/Mailing Address	28-Feb-2018
Notice of Shareholders	30-May-2017
Notice of Shareholders	25-Apr-2017
Notice of Shareholders	20-Apr-2017
Business Corporation - Amalgamation	01-Jan-2017

Saskatchewan Corporate Registry

Profile Report

Entity Number: 102137239

Entity Name: MONETTE FARMS LTD.

Report Date: 20-Jan-2026

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Inactive(Amalgamated)
Amalgamation Date	01-Nov-2021
Annual Return Due Date	31-Dec-2023
Nature of Business	Other crop farming
Amalgamated Into	102179560 MONETTE FARMS LTD.
Amalgamated From	101245307 - A.L.W. HOLDINGS LTD. 102011243 - MONETTE FARMS LTD.
MRAS indicator	No

Registered Office Addresses

Physical Address	51 - 1ST AVENUE NW, SWIFT CURRENT, Saskatchewan, Canada, S9H 0M5
Mailing Address	BOX 610, SWIFT CURRENT, Saskatchewan, Canada, S9H 3W4

Directors/Officers

DARREL MONETTE (Director) **Effective Date:** **01-Nov-2021**

Physical Address:	LOT 1 BLK/PAR B PLAN00SC08766, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4

DARREL MONETTE (Officer) **Effective Date:** **01-Nov-2021**

Physical Address:	LOT 1 BLK/PAR B PLAN00SC08766, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4		
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4	Office Held:	PRESIDENT & SECRETARY/TREASURER

RUSSEL MONETTE (Officer)		**Effective Date:**	**07-Jun-2022**
Physical Address:	121 VALLEY PARK PLACE, SWIFT CURRENT, Saskatchewan, Canada, S9H 5N2		
Mailing Address:	121 VALLEY PARK PLACE, SWIFT CURRENT, Saskatchewan, Canada, S9H 5N2	Office Held:	VICE PRESIDENT

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
DARREL MONETTE	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	M	2,000
DARREL MONETTE	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	O	46,675,900
DARREL MONETTE	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	N	13,973,565
MONETTE FARM FAMILY TRUST	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	C	100
MONETTE FARM FAMILY TRUST	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	D	100

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 7

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	
B	Yes	Unlimited	
C	Yes	Unlimited	100
D	Yes	Unlimited	100
E	Yes	Unlimited	
F	No	Unlimited	
G	No	Unlimited	

H	No	Unlimited	
I	No	Unlimited	
J	No	Unlimited	
K	No	Unlimited	
L	No	Unlimited	
M	No	Unlimited	2,000
N	No	Unlimited	13,973,565
O	No	Unlimited	46,675,900
P	Yes	Unlimited	
Q	Yes	Unlimited	
R	Yes	Unlimited	
S	Yes	Unlimited	
T	Yes	Unlimited	

Event History

Type	Date
Notice of Shareholders	30-Mar-2023
Business Corporation - Annual Return	14-Dec-2022
Notice of Change of Directors/Officers	31-Aug-2022
Notice of Shareholders	02-Nov-2021
Business Corporation - Amalgamation	01-Nov-2021

Tuesday, January 20, 2026

CHRISTI JACOBSEN
MONTANA SECRETARY OF STATE

MONETTE FARMS USA, INC. (D1093675)

Domestic Profit Corporation

File Annual Report | Request Information

Filing Number	D1093675
Entity Type	Domestic Profit Corporatio
Entity SubType	General For Profit Corporation
Status	Active-Good Standing
Formed In	Montana
Principal Address	1555 CAMPUS WAY SUITE 201 STEVEN T. SMALL BILLINGS, MT 59102
Mailing Address	1555 CAMPUS WAY SUITE 201 BILLINGS, MT 59102
Registration Date	09/10/2018
AR Due Date	04/15/2026
Registered Agent	Noncommercial RA1362786 Billstein, Monson & Small PLLC 1555 CAMPUS WAY STE 201 BILLINGS, MT 59102-2423

Statement of Change of Registered Agent By Entity - *4/14/2025*

Amendment Type
Statement of Change of Registered Agent By Entity

Document Number
16668279

Date
4/14/2025

Delayed Effective Date
NONE

Image Download
Download

Correspondence Download
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Field Name	Changed From	Changed To
CRA Changed	Registered Agent Physical Address 1: 3011 AMERICAN WAY Registered Agent Physical Address 2: Registered Agent Physical City: MISSOULA Registered Agent Physical Postal Code: 59808 Mailing Address 1: 3011 AMERICAN WAY Mailing Address 2: Mailing Address City: MISSOULA Mailing Address Postal Code: 59808 Contact Email: CT-STATECOMMUNICATIONS@WOLTERSKLUWER.COM Website: WOLTERSKLUWER.COM Registered Agent Entity Control #: F002888 Type: Commercial Organization Name: C T CORPORATION SYSTEM	1555 CAMPUS WAY STE 201 BILLINGS 59102-2423 1555 CAMPUS WAY STE 201 BILLINGS 59102-2423 frans@bmslawmt.com C1103579 Non-Commercial Billstein, Monson & Small PLLC

Annual Report 2025 - *4/14/2025*

Amendment Type
Annual Report 2025
Document Number
16668237
Date
4/14/2025
Delayed Effective Date
NONE
Image Download
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Correspondence Download
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Field Name	Changed From	Changed To
Annual Report Due Date	4/15/2025 12:00:00 AM	4/15/2026 12:00:00 AM

Annual Report 2024 - *5/14/2024*

Amendment Type
Annual Report 2024
Document Number
16214866
Date
5/14/2024
Delayed Effective Date
NONE
Image Download
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Field Name	Changed From	Changed To
Annual Report Due Date	4/15/2024 12:00:00 AM	4/15/2025 12:00:00 AM

Principal Office Address Change - *1/25/2024*

Amendment Type
Principal Office Address Change
Document Number
16008163
Date
1/25/2024
Delayed Effective Date
NONE
Image Download
Download
Correspondence Download
Download

Field Name	Changed From	Changed To
Principal Address 1	335 4TH AVENUE	1555 CAMPUS WAY
Principal Address 2		SUITE 201
Principal Address 3		STEVEN T. SMALL
Principal City	HAVRE	BILLINGS
Principal Postal Code	59501	59102
Mail Address 1	PO BOX 7152	1555 CAMPUS WAY
Mail Address 2		SUITE 201
Mail City	HAVRE	BILLINGS
Mail Postal Code	59501-7152	59102

Statement of Change of Registered Agent By Entity - *1/24/2024*

Amendment Type
Statement of Change of Registered Agent By Entity
Document Number
15967492
Date
1/24/2024
Delayed Effective Date
NONE
Image Download
Download
Correspondence Download
Download

Field Name	Changed From	Changed To
RA - Standing	Delinquent	Good
CRA Changed	Registered Agent Physical Address 1: AGENT RESIGNED OR INVALID Registered Agent Physical City: Helena Registered Agent Physical Postal Code: 59620 Mailing Address 1: Mailing Address City: Mailing Address State: Mailing Address Postal Code: Mailing Address Country: Contact Email: Website: Registered Agent Entity Control #: None Organization Name: NO AGENT	3011 AMERICAN WAY MISSOULA 59808 3011 AMERICAN WAY MISSOULA MT 59808 United States CT-STATECOMMUNICATIONS@WOLTERSKLUWER.COM WOLTERSKLUWER.COM F002888 C T CORPORATION SYSTEM

Removal of Registered Agent - *1/6/2024*

Amendment Type
Removal of Registered Agent
Document Number
15953181
Date
1/6/2024
Delayed Effective Date
NONE
Image Download
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Correspondence Download
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Field Name	Changed From	Changed To
Registered Agent Changed	STEPHEN R BROWN	NO AGENT

Statement of Resignation of Registered Agent - *11/27/2023*

Amendment Type
Statement of Resignation of Registered Agent
Document Number
15891416
Date
11/27/2023
Delayed Effective Date
NONE
Image Download
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Correspondence Download
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Field Name	Changed From	Changed To
RA - Standing	Good	Delinquent

Annual Report 2023 - *1/20/2023*

Amendment Type
Annual Report 2023
Document Number
15493727
Date
1/20/2023
Delayed Effective Date
NONE
Image Download
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Field Name	Changed From	Changed To
Annual Report Due Date	4/15/2023 12:00:00 AM	4/15/2024 12:00:00 AM

Amended Annual Report - *11/16/2022*

Amendment Type
Amended Annual Report
Document Number
15411961
Date
11/16/2022
Delayed Effective Date
NONE
Image Download
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Correspondence Download
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Annual Report 2022 - *2/2/2022*

Amendment Type
Annual Report 2022
Document Number
15104077
Date
2/2/2022
Delayed Effective Date
NONE
Image Download
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Correspondence Download
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Field Name	Changed From	Changed To
Annual Report Due Date	4/15/2022 12:00:00 AM	4/15/2023 12:00:00 AM

Annual Report 2021 - *1/27/2021*

Amendment Type
Annual Report 2021
Document Number
14730083
Date
1/27/2021
Delayed Effective Date
NONE
Image Download
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Correspondence Download
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Field Name	Changed From	Changed To
Principal Address 1		335 4th Avenue
Principal City		Havre
Principal State		MT
Principal Postal Code		59501
Mail Postal Code	59501	59501-7152
Annual Report Due Date	4/15/2021 12:00:00 AM	4/15/2022 12:00:00 AM

Annual Report 2020 - *2/24/2020*

Amendment Type
Annual Report 2020
Document Number
13544495
Date
2/24/2020
Delayed Effective Date
2/24/2020
Image Download
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Annual Report 2019 (businessAddress,principal,directorOfficer) - *4/5/2019*

Amendment Type
Annual Report 2019 (businessAddress,principal,directorOfficer)

Document Number
12529321

Date
4/5/2019

Delayed Effective Date
4/5/2019

Image Download
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Initial Filing - *9/10/2018*

Amendment Type
Initial Filing

Document Number
11888087

Date
9/10/2018

Delayed Effective Date
NONE

Image Download
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MONETTE FARMS USA, INC. (D1093675)

Domestic Profit Corporation

File Annual Report

Request Information

Filing Number	**D1093675**
Entity Type	**Domestic Profit Corporation**
Entity SubType	**General For Profit Corporation**
Status	**Active-Good Standing**
Formed In	**Montana**
Principal Address	**1555 CAMPUS WAY SUITE 201 STEVEN T. SMALL BILLINGS, MT 59102**
Mailing Address	**1555 CAMPUS WAY SUITE 201 BILLINGS, MT 59102**
Registration Date	**09/10/2018**
AR Due Date	**04/15/2026**
Registered Agent	**Noncommercial RA1362786 Billstein, Monson & Small PLLC 1555 CAMPUS WAY STE 201 BILLINGS, MT 59102-2423**

History

Expand All

Statement of Change of Registered Agent By Entity *- 4/14/2025*

Annual Report 2025 *- 4/14/2025*

Annual Report 2024 *- 5/14/2024*

Principal Office Address Change *- 1/25/2024*

Statement of Change of Registered Agent By Entity *- 1/24/2024*

Removal of Registered Agent *- 1/6/2024*

Statement of Resignation of Registered Agent *- 11/27/2023*

Annual Report 2023 *- 1/20/2023*

Amended Annual Report *- 11/16/2022*

Annual Report 2022 *- 2/2/2022*

Annual Report 2019 (businessAddress,principal,directorOfficer) - *4/5/2019*

Initial Filing - *9/10/2018*

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Inactive(Amalgamated)
Incorporation Date	27-Dec-2011
Annual Return Due Date	31-Jan-2017
Nature of Business	FARMING
Amalgamated Into	102011243 MONETTE FARMS LTD.
MRAS indicator	No

Registered Office Addresses

Physical Address	51 - 1ST AVENUE NW, SWIFT CURRENT, Saskatchewan, Canada, S9H0M5
Mailing Address	MONETTE LAND COMPANY LTD., BOX 610, SWIFT CURRENT, Saskatchewan, Canada, S9H3W4

Directors/Officers

JADE MONETTE (Officer) **Effective Date:** **07-Jan-2013**

Physical Address:	LOT 1 BLK B PLAN 00SC08766 EXT 0, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4		
Mailing Address:	LOT 1 BLK B PLAN 00SC08766 EXT 0, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4	Office Held:	PRESIDENT & SECRETARY-TREASURER

JADE MONETTE (Director) **Effective Date:** **27-Dec-2011**

Physical Address:	LOT 1 BLK B PLAN 00SC08766 EXT 0, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4
Mailing Address:	LOT 1 BLK B PLAN 00SC08766 EXT 0, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H3X4

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
JADE MONETTE	LOT 1 BLK B PLAN 00SC08766 EXT 0, BOX 1298, SWIFT CURRENT, SK, CANADA, S9H3X4	A	150
JADE MONETTE	LOT 1 BLK B PLAN 00SC08766 EXT 0, BOX 1298, SWIFT CURRENT, SK, CANADA, S9H3X4	L	3,800,000

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 7

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	150
B	Yes	Unlimited	
C	Yes	Unlimited	
D	Yes	Unlimited	
E	Yes	Unlimited	
F	No	Unlimited	
G	No	Unlimited	
H	No	Unlimited	
I	No	Unlimited	
J	No	Unlimited	
K	No	Unlimited	
L	No	Unlimited	3,800,000
M	No	Unlimited	
N	No	Unlimited	
O	No	Unlimited	
P	Yes	Unlimited	
Q	Yes	Unlimited	
R	No	Unlimited	
S	No	Unlimited	
T	Yes	Unlimited	

Event History

Type	Date
Business Corporation - Annual Return	14-Jan-2016
Business Corporation - Annual Return	16-Jan-2015
Notice of Change of Directors/Officers	05-Mar-2014
Business Corporation - Annual Return	14-Jan-2014
Business Corporation - Annual Return	07-Jan-2013
Notice of Shareholders	24-Jul-2012
Notice of Shareholders	27-Dec-2011
Business Corporation - Incorporation	27-Dec-2011

Saskatchewan Corporate Registry

Profile Report

Entity Number: 102146712

Entity Name: MONETTE LAND CORP.

Report Date: 19-Jan-2026

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	29-Mar-2022
Annual Return Due Date	30-Apr-2026
Nature of Business	Other crop farming
MRAS indicator	No

Registered Office Addresses

Physical Address	51 - 1ST AVE, SWIFT CURRENT, Saskatchewan, Canada, S9H 0M5
Mailing Address	MONETTE LAND CORP., BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Attention To	DARREL MONETTE

Directors/Officers

DARREL MONETTE (Director) — **Effective Date:** **29-Mar-2022**

Physical Address:	717 SOUTH RAILWAY ST. W, SWIFT CURRENT, Saskatchewan, Canada, S9H 2Y9
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4

DARREL MONETTE (Officer) — **Effective Date:** **29-Mar-2022**

Physical Address:	717 SOUTH RAILWAY ST. W, SWIFT CURRENT, Saskatchewan, Canada, S9H 2Y9		
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4	Office Held:	PRESIDENT & SECRETARY/TREASURER

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
DARREL MONETTE	BOX 1298, SASKATCHEWAN, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	A	100

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 7

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	100
B	Yes	Unlimited	
C	Yes	Unlimited	
D	Yes	Unlimited	
E	Yes	Unlimited	
F	No	Unlimited	
G	No	Unlimited	
H	No	Unlimited	
I	No	Unlimited	
J	No	Unlimited	
K	No	Unlimited	
L	No	Unlimited	
M	No	Unlimited	
N	No	Unlimited	
O	No	Unlimited	
P	Yes	Unlimited	
Q	Yes	Unlimited	
R	No	Unlimited	
S	No	Unlimited	
T	Yes	Unlimited	
U	No	Unlimited	
V	No	Unlimited	
W	No	Unlimited	
X	No	Unlimited	

Event History

Type	Date
Business Corporation - Annual Return	16-Apr-2025
Notice of Change of Mailing Address	27-Nov-2024
Business Corporation - Annual Return	18-Apr-2024
Notice of Change of Directors/Officers	18-Apr-2024
Business Corporation - Annual Return	18-Apr-2023
Notice of Change of Directors/Officers	29-Sep-2022
Notice of Shareholders	29-Mar-2022
Business Corporation - Incorporation	29-Mar-2022

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	05-Mar-2024
Annual Return Due Date	30-Apr-2026
Nature of Business	Vegetable and melon farming
MRAS indicator	No

Registered Office Addresses

Physical Address	410-475 2ND AVENUE SOUTH, SASKATOON, Saskatchewan, Canada, S7K 1P4
Attention To	MARK DOLAN
Mailing Address	MONETTE PRODUCE LTD., BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Attention To	DAVID KEMP

Directors/Officers

DARREL MONETTE (Director) — **Effective Date:** **05-Mar-2024**

Physical Address:	SE 30-11-13 W2, SUP 01, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4

DARREL MONETTE (Officer) — **Effective Date:** **05-Mar-2024**

Physical Address:	SE 30-11-13 W2, SUP 01, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4		
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4	Office Held:	PRESIDENT/SECRETARY-TREASURER

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	A	100

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 15

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	100
B	Yes	Unlimited	
C	Yes	Unlimited	
D	Yes	Unlimited	
E	Yes	Unlimited	
F	No	Unlimited	
G	No	Unlimited	
H	No	Unlimited	
I	No	Unlimited	
J	No	Unlimited	
K	No	Unlimited	
L	No	Unlimited	
M	No	Unlimited	
N	No	Unlimited	
O	No	Unlimited	
P	Yes	Unlimited	
Q	Yes	Unlimited	
R	No	Unlimited	
S	No	Unlimited	
T	Yes	Unlimited	
U	No	Unlimited	
V	No	Unlimited	
W	No	Unlimited	

X	No	Unlimited

Event History

Type	Date
Notice of Change of Registered Office/Mailing Address	19-Sep-2025
Business Corporation - Annual Return	26-May-2025
Notice of Shareholders	05-Mar-2024
Business Corporation - Incorporation	05-Mar-2024

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Business Search

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Back

Business Name Monette Produce, LLC	Business Type Domestic Limited Liability Company	Business ID 23650086	Business Status Active Reason for Status In Good Standing
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	
Date of Formation 03/01/2024	Status Date 03/01/2024	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Individual	Agent Name JASON DONKERSLEY A.	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK ROAD, SUITE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK ROAD, SUITE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc., Member owning 20% or more	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Number	Filing Date	Effective Date	Filing Type	Filing Status	View Document
24030114538888	03/01/2024	03/01/2024	Articles of Organization	Approved	

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Business Name Monette Produce, LLC	Business Type Domestic Limited Liability Company	Business ID 23650086	Business Status Active Reason for Status In Good Standing
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	
Date of Formation 03/01/2024	Status Date 03/01/2024	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Individual	Agent Name JASON DONKERSLEY A.	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK ROAD, SUITE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK ROAD, SUITE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc., Member owning 20% or more	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Business Name	True Name in Domicile	Filing Number	Filing Date	Filing Description	Effective Start Date	End Date	Reservation/Registration ID
Monette Produce, LLC		24030114538888	03/01/2024	Articles of Organization	03/01/2024		

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Business Name Monette Produce, LLC	Business Type Domestic Limited Liability Company	Business ID 23650086	Business Status Active
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 03/01/2024	Status Date 03/01/2024	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Individual	Agent Name JASON DONKERSLEY A.	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK ROAD, SUITE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK ROAD, SUITE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc., Member owning 20% or more	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Number	Filing Date	Agent Name	Effective Date
		JASON A. DONKERSLEY	

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Business Name Monette Produce, LLC	Business Type Domestic Limited Liability Company	Business ID 23650086	Business Status Active
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 03/01/2024	Status Date 03/01/2024	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Individual	Agent Name JASON DONKERSLEY A.	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK ROAD, SUITE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK ROAD, SUITE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc., Member owning 20% or more	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Date	Work Order Number	Filing Type	Status	View Document

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Business Name Monette Produce, LLC	Business Type Domestic Limited Liability Company	Business ID 23650086	Business Status Active
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 03/01/2024	Status Date 03/01/2024	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Individual	Agent Name JASON DONKERSLEY A.	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK ROAD, SUITE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK ROAD, SUITE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc., Member owning 20% or more	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Number	Filing Date	Effective Date	Filing Type	View Document

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Business Name Monette Produce, LLC	Business Type Domestic Limited Liability Company	Business ID 23650086	Business Status Active Reason for Status In Good Standing
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	
Date of Formation 03/01/2024	Status Date 03/01/2024	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Individual	Agent Name JASON DONKERSLEY A.	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK ROAD, SUITE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK ROAD, SUITE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc., Member owning 20% or more	-	39332 W. Camelback Road, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Location Number/Barcode Number	Date Received	Description	View Document

Saskatchewan Corporate Registry

Profile Report

Entity Number: 102153832

Entity Name: MONETTE SEEDS LTD.

Report Date: 19-Jan-2026

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	10-Aug-2022
Annual Return Due Date	30-Sep-2026
Nature of Business	Seed merchant wholesalers
MRAS indicator	No

Registered Office Addresses

Physical Address	51 - 1ST AVENUE NW, SWIFT CURRENT, Saskatchewan, Canada, S9H 0M5
Mailing Address	MONETTE SEEDS LTD., BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4

Directors/Officers

DARREL MONETTE (Director) — **Effective Date:** **10-Aug-2022**

Physical Address:	717 SOUTH RAILWAY ST. W, SWIFT CURRENT, Saskatchewan, Canada, S9H 2Y9
Mailing Address:	717 SOUTH RAILWAY ST. W, SWIFT CURRENT, Saskatchewan, Canada, S9H 2Y9

DARREL MONETTE (Officer) — **Effective Date:** **10-Aug-2022**

Physical Address:	717 SOUTH RAILWAY ST. W, SWIFT CURRENT, Saskatchewan, Canada, S9H 2Y9		
Mailing Address:	717 SOUTH RAILWAY ST. W, SWIFT CURRENT, Saskatchewan, Canada, S9H 2Y9	Office Held:	PRESIDENT & SECRETARY/TREASURER

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
MONETTE FARMS LTD.	BOX 1298, SASKATCHEWAN, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	A	100

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 7

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	100
B	Yes	Unlimited	
C	Yes	Unlimited	
D	Yes	Unlimited	
E	Yes	Unlimited	
F	No	Unlimited	
G	No	Unlimited	
H	No	Unlimited	
I	No	Unlimited	
J	No	Unlimited	
K	No	Unlimited	
L	No	Unlimited	
M	No	Unlimited	
N	No	Unlimited	
O	No	Unlimited	
P	Yes	Unlimited	
Q	Yes	Unlimited	
R	No	Unlimited	
S	No	Unlimited	
T	Yes	Unlimited	
U	No	Unlimited	
V	No	Unlimited	
W	No	Unlimited	
X	No	Unlimited	

Event History

Type	Date
Business Corporation - Annual Return	15-Sep-2025
Notice of Change of Mailing Address	15-Oct-2024
Business Corporation - Annual Return	16-Sep-2024
Business Corporation - Annual Return	19-Sep-2023
Notice of Change of Directors/Officers	19-Sep-2023
Notice of Shareholders	10-Aug-2022
Business Corporation - Incorporation	10-Aug-2022

Arizona Business Center

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Business Search

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Business Name MONETTE SEEDS USA, LLC	Business Type Domestic Limited Liability Company	Business ID 23058031	Business Status Active Reason for Status In Good Standing
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	
Date of Formation 01/31/2020	Status Date 01/31/2020	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Business	Agent Name JASON A DONKERSLEY ESQ	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc.	-	39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Number	Filing Date	Effective Date	Filing Type	Filing Status	View Document
22102709502342	11/01/2022	10/27/2022	Articles of Amendment - LLC	Approved	
20022610167782	02/27/2020	01/31/2020	Articles of Organization	Approved	

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Business Name MONETTE SEEDS USA, LLC	Business Type Domestic Limited Liability Company	Business ID 23058031	Business Status Active
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 01/31/2020	Status Date 01/31/2020	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Business	Agent Name JASON A DONKERSLEY ESQ	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc.	-	39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Business Name	True Name in Domicile	Filing Number	Filing Date	Filing Description	Effective Start Date	End Date	Reservation/Registration ID
MONETTE SEEDS USA, LLC		22102709502342	10/27/2022	Articles of Amendment	10/27/2022		
Saguaro Seeds, LLC		20022610167782	01/31/2020	Articles of Organization	01/31/2020	11/01/2022	

Arizona Business Center

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Business Name MONETTE SEEDS USA, LLC	Business Type Domestic Limited Liability Company	Business ID 23058031	Business Status Active
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 01/31/2020	Status Date 01/31/2020	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Business	Agent Name JASON A DONKERSLEY ESQ	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc.	-	39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Number	Filing Date	Agent Name	Effective Date
		JASON A DONKERSLEY ESQ	

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Business Name MONETTE SEEDS USA, LLC	Business Type Domestic Limited Liability Company	Business ID 23058031	Business Status Active
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 01/31/2020	Status Date 01/31/2020	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Business	Agent Name JASON A DONKERSLEY ESQ	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc.	-	39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Date	Work Order Number	Filing Type	Status	View Document

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Business Name MONETTE SEEDS USA, LLC	Business Type Domestic Limited Liability Company	Business ID 23058031	Business Status Active
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 01/31/2020	Status Date 01/31/2020	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Business	Agent Name JASON A DONKERSLEY ESQ	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc.	-	39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Filing Number	Filing Date	Effective Date	Filing Type	View Document

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Business Name MONETTE SEEDS USA, LLC	Business Type Domestic Limited Liability Company	Business ID 23058031	Business Status Active
State of Formation/Jurisdiction Arizona	Principal Office Address 39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	Mailing Address -	Reason for Status In Good Standing
Date of Formation 01/31/2020	Status Date 01/31/2020	Management Structure Manager Managed	
Period of Duration Perpetual			

Character of Business

999999-Any legal purpose

Statutory Agent Information

Agent Type Business	Agent Name JASON A DONKERSLEY ESQ	Status Active	
Physical Address Attention -	Statutory Agent Address (Physical Address) 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA	Mailing Address Attention -	Mailing Address 6750 E CAMELBACK RD STE 100, SCOTTSDALE, AZ, Maricopa, 85251, USA
Effective Date -			

Principals Information (2)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Manager	Individual	Darrel Monette	-	39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-
Member	Business	DMO Holdings USA, Inc.	-	39332 W Camelback Rd, TONOPAH, AZ, Maricopa, 85354, USA	-	-	-

Filing History | Name History | Stat. Agent History | Service History | Restructuring History | Microfilm History

Location Number/Barcode Number	Date Received	Description	View Document

Saskatchewan Corporate Registry

Profile Report

Entity Number: 102064841

Entity Name: NEXGEN SEEDS LTD.

Report Date: 19-Jan-2026

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	21-Nov-2018
Annual Return Due Date	31-Dec-2026
Nature of Business	Grain and oilseed milling, Holding companies
MRAS indicator	No

Registered Office Addresses

Physical Address	51 1ST AVE NW, SWIFT CURRENT, Saskatchewan, Canada, S9H 0M5
Mailing Address	NEXGEN SEEDS LTD., BOX 1175, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X3
Attention To	DARREL MONETTE

Directors/Officers

DARREL MONETTE (Director) — **Effective Date:** **01-Feb-2019**

Physical Address:	717 SOUTH RAILWAY ST. W., SWIFT CURRENT, Saskatchewan, Canada, S9H 2Y9
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4

DARREL MONETTE (Officer) — **Effective Date:** **01-Feb-2019**

Physical Address:	717 SOUTH RAILWAY ST. W., SWIFT CURRENT, Saskatchewan, Canada, S9H 2Y9		
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4	Office Held:	PRESIDENT AND SECRETARY-TREASURER

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	A	50
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	B	50
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	K	937,656
MONETTE FARMS LTD.	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	L	937,656

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 7

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	50
B	Yes	Unlimited	50
C	Yes	Unlimited	
D	Yes	Unlimited	
E	Yes	Unlimited	
F	No	Unlimited	
G	No	Unlimited	
H	No	Unlimited	
I	No	Unlimited	
J	No	Unlimited	
K	No	Unlimited	937,656
L	No	Unlimited	937,656
M	No	Unlimited	
N	No	Unlimited	
O	No	Unlimited	
P	Yes	Unlimited	
Q	Yes	Unlimited	
R	No	Unlimited	
S	No	Unlimited	

T	Yes	Unlimited
U	No	Unlimited
V	No	Unlimited
W	No	Unlimited
X	No	Unlimited

Previous Entity Names

Type	Name	Effective Until
Registered Name	102064841 SASKATCHEWAN LTD.	28-Mar-2019

Event History

Type	Date
Business Corporation - Annual Return	17-Dec-2025
Notice of Change of Registered Office/Mailing Address	19-Nov-2025
Notice of Change of Registered Office/Mailing Address	27-Jan-2025
Business Corporation - Annual Return	17-Dec-2024
Notice of Change of Mailing Address	07-Nov-2024
Business Corporation - Annual Return	14-Dec-2023
Notice of Change of Directors/Officers	14-Dec-2023
Business Corporation - Annual Return	14-Dec-2022
Business Corporation - Annual Return	14-Dec-2021
Business Corporation - Annual Return	15-Dec-2020
Business Corporation - Annual Return	30-Dec-2019
Notice of Change of Directors/Officers	30-Dec-2019
Notice of Change of Registered Office/Mailing Address	30-Dec-2019
Business Corporation - Amend Articles with Name Change	28-Mar-2019
Notice of Shareholders	13-Feb-2019
Notice of Change of Directors/Officers	13-Feb-2019
Notice of Shareholders	05-Feb-2019
Notice of Shareholders	21-Nov-2018
Business Corporation - Incorporation	21-Nov-2018

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Inactive(Amalgamated)
Incorporation Date	01-Aug-2018
Annual Return Due Date	30-Sep-2024
Nature of Business	Other crop farming
Amalgamated Into	102179560 MONETTE FARMS LTD.
MRAS indicator	No

Registered Office Addresses

Physical Address	410, 475 - 2ND AVE. S., SASKATOON, Saskatchewan, Canada, S7K 1P4
Attention To	MIKE STEVENS
Mailing Address	OF THE PLAINS ORGANICS INCORPORATED, BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Attention To	DARREL MONETTE

Directors/Officers

DARREL MONETTE (Director) **Effective Date:** **12-May-2023**

Physical Address:	LOT 1 BLK/PAR B PLAN00SC08766, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4

DARREL MONETTE (Officer)		**Effective Date:**	**12-May-2023**
Physical Address:	LOT 1 BLK/PAR B PLAN00SC08766, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4		
Mailing Address:	BOX 1298, SWIFT CURRENT, Saskatchewan, Canada, S9H 3X4	Office Held:	PRESIDENT/SECRETARY/TREASURER

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
SUNRISE POTATO FARM INC.	BOX 1298, SWIFT CURRENT, SASKATCHEWAN, CANADA, S9H 3X4	Class A Shares	200

Articles

Minimum Number of Directors: 1 **Maximum Number of Directors:** 3

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
Class A Shares	Yes	Unlimited	200

Event History

Type	Date
Business Corporation - Annual Return	22-Sep-2023
Notice of Shareholders	22-Sep-2023
Notice of Change of Mailing Address	22-Sep-2023
Notice of Change of Directors/Officers	24-May-2023
Notice of Shareholders	24-May-2023
Notice of Change of Registered Office/Mailing Address	23-May-2023
Notice of Change of Directors/Officers	23-May-2023
Notice of Shareholders	23-May-2023
Notice of Change of Directors/Officers	09-May-2023
Business Corporation - Restoral	13-Dec-2022
Business Corporation - Restoral	28-Oct-2021
Business Corporation - Annual Return	19-Aug-2019

Notice of Shareholders	15-Mar-2019
Notice of Change of Directors/Officers	15-Mar-2019
Notice of Change of Directors/Officers	14-Nov-2018
Business Corporation - Amend Articles	14-Nov-2018
Business Corporation - Incorporation	01-Aug-2018

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

RDS INTERNATIONAL LIMITED

Date and Time of Search: **January 28, 2026 11:47 AM Pacific Time**

Currency Date: November 24, 2025

HISTORICAL - Amalgamated on March 31, 1999

Incorporation Number: BC0092990

Name of Company: RDS INTERNATIONAL LIMITED

Business Number: N/A

Recognition Date: Incorporated on April 10, 1970

In Liquidation: No

Last Annual Report Filed: April 10, 1998

Receiver: No

AMALGAMATED INTO

Name of Amalgamated Company: DIAMOND "S" RANCH LIMITED

Incorporation Number: BC0582618

REGISTERED OFFICE INFORMATION

Mailing Address:
BC
CANADA

Delivery Address:
BC
CANADA

RECORDS OFFICE INFORMATION

No records office information to display.

DIRECTOR INFORMATION

No director information to display.

NO OFFICER INFORMATION FILED AS AT April 10, 1998.

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

THE BLUE GOOSE CATTLE COMPANY LTD.

Date and Time of Search: **January 20, 2026 10:34 AM Pacific Time**

Currency Date: October 28, 2025

HISTORICAL - Amalgamated on November 01, 2023

Incorporation Number: BC1235692

Name of Company: THE BLUE GOOSE CATTLE COMPANY LTD.

Business Number: 802133314 BC0004

Recognition Date and Time: January 01, 2020 12:01 AM Pacific Time as a result of an Amalgamation

In Liquidation: No

Last Annual Report Filed: January 01, 2023

Receiver: No

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation	Incorporation Number in BC
DIAMOND "S" RANCH LIMITED	BC0582618
GREENWAVE TRANSPORT LTD.	BC0659272
THE BLUE GOOSE CATTLE COMPANY LTD.	BC0919964

AMALGAMATED INTO

Name of Amalgamated Company: MONETTE FARMS BC LTD.

Incorporation Number: BC1447182

REGISTERED OFFICE INFORMATION

Mailing Address:
1800 - 1631 DICKSON AVENUE
KELOWNA BC V1Y 0B5
CANADA

Delivery Address:
1800 - 1631 DICKSON AVENUE
KELOWNA BC V1Y 0B5
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
1800 - 1631 DICKSON AVENUE
KELOWNA BC V1Y 0B5
CANADA

Delivery Address:
1800 - 1631 DICKSON AVENUE
KELOWNA BC V1Y 0B5
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Monette, Darrel

Mailing Address:
BOX 1298
SWIFT CURRENT SK S9H 3X4
CANADA

Delivery Address:
LOT 1BLK/PAR B PLAN 00SC08766
SWIFT CURRENT SK S9H 3X4
CANADA

OFFICER INFORMATION AS AT January 01, 2023

Last Name, First Name, Middle Name:
Monette, Darrel

Office(s) Held: (President, Secretary)

Mailing Address:
BOX 1298
SWIFT CURRENT SK S9H 3X4
CANADA

Delivery Address:
BOX 1298
SWIFT CURRENT SK S9H 3X4
CANADA

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

THE BLUE GOOSE CATTLE COMPANY LTD.

Date and Time of Search: **January 28, 2026 11:54 AM Pacific Time**

Currency Date: November 24, 2025

HISTORICAL - Amalgamated on January 01, 2020

Incorporation Number: BC0919964

Name of Company: THE BLUE GOOSE CATTLE COMPANY LTD.

Business Number: 802133314 BC0001

Recognition Date and Time: Incorporated on September 09, 2011 02:42 PM Pacific Time

In Liquidation: No

Last Annual Report Filed: September 09, 2019

Receiver: No

COMPANY NAME INFORMATION

Previous Company Name	Date of Company Name Change
0919964 B.C. LTD.	October 21, 2011

AMALGAMATED INTO

Name of Amalgamated Company: THE BLUE GOOSE CATTLE COMPANY LTD.

Incorporation Number: BC1235692

REGISTERED OFFICE INFORMATION

Mailing Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
McIntyre, Richard

Mailing Address:
1 ADELAIDE STREET EAST
SUITE 2000
TORONTO ON M5C 2V9
CANADA

Delivery Address:
1 ADELAIDE STREET EAST
SUITE 2000
TORONTO ON M5C 2V9
CANADA

Last Name, First Name, Middle Name:
Sinclair, Douglas

Mailing Address:
#123 - 1305 WELCH STREET
NORTH VANCOUVER BC V7P 1B3
CANADA

Delivery Address:
#123 - 1305 WELCH STREET
NORTH VANCOUVER BC V7P 1B3
CANADA

NO OFFICER INFORMATION FILED AS AT September 09, 2019.

State of Delaware

Annual Franchise Tax Report

CORPORATION NAME	TAX YR.
1012595 DE INC	2025

FILE NUMBER	INCORPORATION DATE	RENEWAL/REVOCATION DATE
10125295	2025/03/10	

PRINCIPAL PLACE OF BUSINESS
5335 SOUTH FLY CREEK RD
HARDIN, MT 59034

PHONE NUMBER
(307)763-0834

NATURE OF BUSINESS
AGRICULTURE

REGISTERED AGENT
UNITED CORPORATE SERVICES, INC.
800 NORTH STATE STREET
SUITE 304
DOVER DE 19901

AGENT NUMBER
9001653

AUTHORIZED STOCK

BEGIN DATE	END DATE	DESIGNATION/ STOCK CLASS	NO. OF SHARES	PAR VALUE/ SHARE
2025/03/10		COMMON	4,000	.0010000000
		PREFERRED	1,000	.0010000000

OFFICER	NAME	STREET/CITY/STATE/ZIP	TITLE
DARREL MONETTE		5335 SOUTH FLY CREEK RD HARDIN, MT 59034	PRESIDENT, SECRETARY,

DIRECTORS	NAME	STREET/CITY/STATE/ZIP
DARREL MONETTE		5335 SOUTH FLY CREEK RD HARDIN, MT 59034

NOTICE: Pursuant to 8 Del. C. 502(b), If any officer or director of a corporation required to make an annual franchise tax report to the Secretary of State shall knowingly make any false statement in the report, such officer or director shall be guilty of perjury.

AUTHORIZED BY (OFFICER, DIRECTOR OR INCORPORATOR)
DARREL MONETTE
5335 SOUTH FLY CREEK RD
HARDIN, MT 59034 US

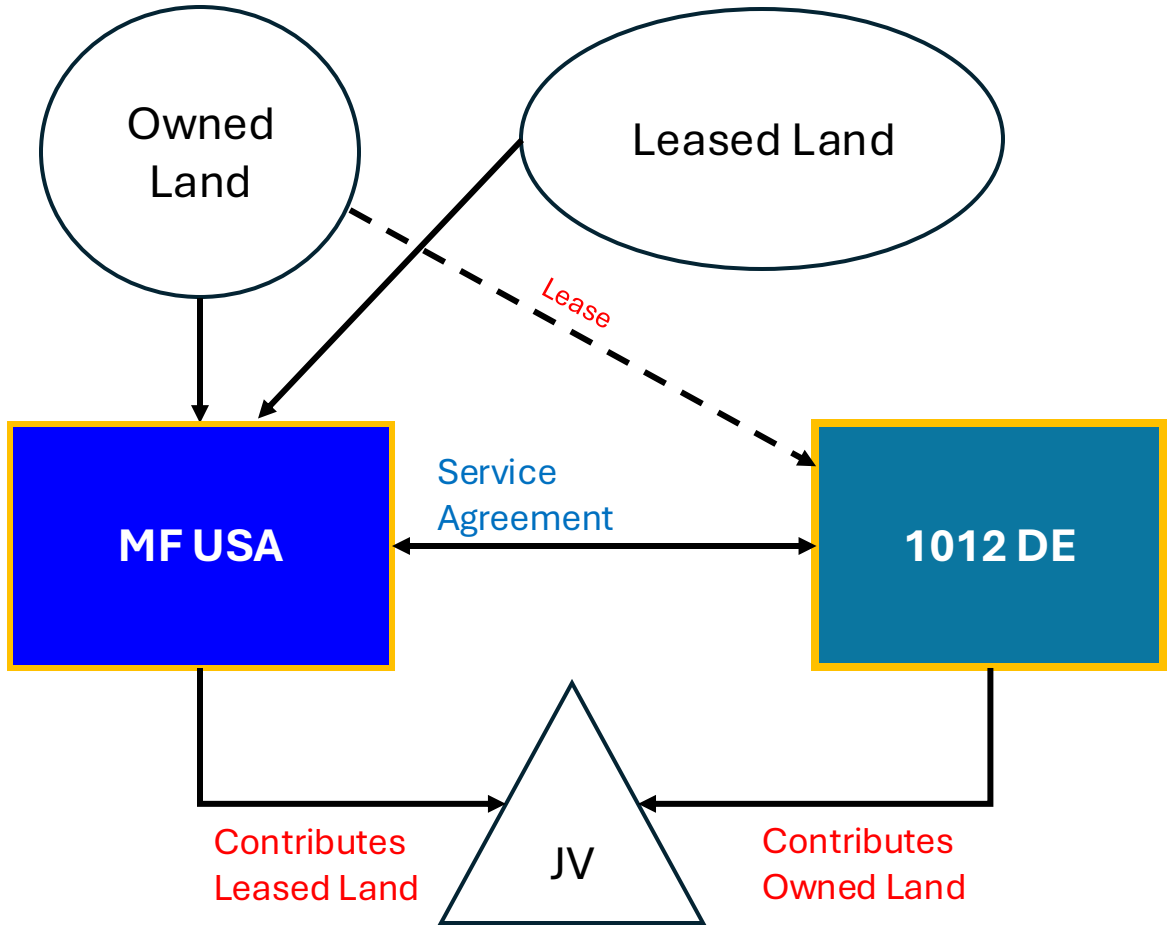
DATE
2026/03/03

TITLE
PRESIDENT

This is **Exhibit "C"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor


Owned Land
Leased Land
Lease
MF USA
Service Agreement
1012 DE
Contributes Leased Land
JV
Contributes Owned Land

This is **Exhibit "D"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

Kamryn Wiest

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

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LANDS, LEASED REAL PROPERTY AND REAL PROPERTY LEASES

A. LANDS

1. **Manitoba**

Legal Description
LOT 70 PLAN 4734 PLTO (N DIV) EXC FIRSTLY: WATER CONTROL WORKS PLAN 4758 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
THE NE 1/2 LOT 48 PLAN 4734 PLTO (N DIV) EXC FIRSTLY: WATER CONTROL WORKS PLAN 6801 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
LOT 83 PLAN 4734 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
THAT PORTION OF THE NELY 3673.3 FEET PERP OF LOT 94 PLAN 4734 PLTO (N DIV) LYING SW OF ROAD PLAN 4769 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
THE SE 1/2 LOT 67 PLAN 4734 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT LOTS
LOT 81 PLAN 4734 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
PARCEL 1: LOT 94 PLAN 4734 PLTO (N DIV) EXC FIRSTLY: THE NELY 3673.3 FEET PERP AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT PARCEL 2: LOT 96 PLAN 22354 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
PARCEL "A" PLAN 60145 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN N 1/2 AND SW 1/4 OF SECTION 15-54-27 WPM
LOT 79 PLAN 4734 PLTO (N DIV) EXC FIRSTLY: PLAN 28202 PLTO , SECONDLY: WATER CONTROL WORKS PLAN 4758 PLTO (N DIV) AND THIRDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
LOT 68 PLAN 4734 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
LOT 69 PLAN 4734 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
LOT 1 PLAN 21012 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN LOT 82 PASQUIA SETTLEMENT
LOT 2 PLAN 21012 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN LOT 82 PASQUIA SETTLEMENT
LOT 2 PLAN 48332 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN LOT 82 PASQUIA SETTLEMENT
LOT 1 PLAN 48332 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN LOT 82 PASQUIA SETTLEMENT
SW 1/2 LOT 48 PLAN 4734 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT LOTS
THE NE 1/4 OF SECTION 35-54-29 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT

Legal Description
THE NW 1/4 OF SECTION 35-54-29 WPM EXC FIRSTLY: ROAD PLAN 4869 PLTO (N DIV) SECONDLY: WATER CONTROL WORKS PLAN 6793 PLTO (N DIV) AND THIRDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SE 1/4 OF SECTION 35-54-29 WPM EXC FIRSTLY: ROAD PLAN 4869 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SW 1/4 OF SECTION 12-55-29 WPM EXC FIRSTLY: ROAD PLAN 4616 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SE 1/4 OF SECTION 13-55-29 WPM EXC FIRSTLY: THE NLY 500 FEET OF SLY 1307 FEET OF ELY 452.1 FEET SECONDLY: ROAD PLAN 4616 PLTO (N DIV) AND THIRDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE NW 1/4 OF SECTION 7-55-28 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
ALL THAT PORTION OF THE SW 1/4 OF SECTION 5-55-28 WPM WHICH LIES NORTH OF ROAD PLAN 4537 PLTO (N DIV) EXC FIRSTLY: PLAN 55542 PLTO SECONDLY: WATER CONTROL WORKS PLAN 6795 PLTO (N DIV) AND THIRDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE NW 1/4 OF SECTION 5-55-28 WPM EXC FIRSTLY: WATER CONTROL WORKS PLANS 6579 AND 6795 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
LOT 54 IN 55-28 WPM EXC FIRSTLY: ROAD PLAN 7175 PLTO (N DIV) SECONDLY: DYKE PLAN 4460 PLTO (N DIV) THIRDLY: PLAN 67973 PLTO AND FOURTHLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
ALL THAT PORTION OF THE S 1/2 OF LEGAL SUBDIVISION 4 IN SECTION 10-55-28 WPM (N DIV) WHICH LIES NORTHEAST OF THE NORTHEASTERN LIMIT OF WATER CONTROL WORKS PLAN 50348 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE N 1/2 OF LEGAL SUBDIVISION 4 IN SECTION 10-55-28 WPM (N DIV) EXC FIRSTLY: WATER CONTROL WORKS PLAN 50348 PLTO AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
LEGAL SUBDIVISIONS 9, 15 AND 16 IN SECTION 12-55-29 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCEL ONE: LEGAL SUBDIVISION 10 IN SECTION 12-55-29 WPM ACCORDING TO A TOWNSHIP DIAGRAM APPROVED AND CONFIRMED AT OTTAWA ON MAY 16, 1961 BY E. GAUER, SURVEYOR GENERAL OF DOMINION LANDS EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT PARCEL TWO: THE SE 1/4 OF SECTION 12-55-29 WPM EXC FIRSTLY: WATER CONTROL WORK PLAN 6796 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER RESERVATIONS AS CONTAINED IN THE CROWN LANDS ACT PARCEL THREE: THE NW 1/4 OF SECTION 12-55-29 WPM EXC FIRSTLY: ROAD PLAN 4616 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER RESERVATIONS AS CONTAINED IN THE CROWN LANDS ACT
THE FRACTIONAL SW 1/4 OF SECTION 13-55-29 WPM ACCORDING TO A TOWNSHIP DIAGRAM APPROVED AND CONFIRMED AT OTTAWA ON MAY 16, 1961 BY E. GAUER, SURVEYOR GENERAL OF DOMINION LANDS EXC FIRSTLY: ROAD PLAN 4616 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SW 1/4 OF SECTION 7-55-28 WPM EXC FIRSTLY: DRAIN NO. 1 PLAN 4584 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE W 1/2 OF SECTION 8-55-28 WPM EXC FIRSTLY: OUT OF THE NW 1/4, ALL THAT PORTION OF THE NLY 1358 FEET PERP WHICH LIES EAST OF THE WLY 82 FEET PERP SECONDLY: WATER CONTROL WORKS PLAN 6579 PLTO (N DIV) AND THIRDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT

Legal Description
FIRSTLY: ALL THOSE PORTIONS OF LOTS 50 AND 52 IN TOWNSHIP 55-28 WPM ACCORDING TO A TOWNSHIP DIAGRAM APPROVED AND CONFIRMED AT OTTAWA ON APRIL 8, 1918 BY E. DEVILLE, SURVEYOR GENERAL OF DOMINION LANDS WHICH LIE TO THE SOUTH OF THE SOUTHERN LIMIT OF ROAD PLAN 7175 PLTO (N DIV) SUBJECT TO THE RESERVATIONS CONTAINED IN THE CROWN LANDS ACT EXC FIRSTLY: OUT OF LOT 52, LOT 1 PLAN 47812 PLTO AND SECONDLY: OUT OF LOTS 50 AND 52, WATER CONTROL WORKS PLAN 50348 PLTO SECONDLY: ALL THOSE PORTIONS OF LEGAL SUBDIVISIONS 3 AND 7 IN SECTION 10-55-28 WPM WHICH LIE TO THE NORTHWEST OF THE NORTHWESTERN LIMIT OF WATER CONTROL WORKS PLAN 50348 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE NE 1/4 OF SECTION 8-55-28 WPM EXC FIRSTLY: PLAN 68490 PLTO AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE E 1/2 OF SECTION 7-55-28 WPM EXC FIRSTLY: OUT OF SE 1/4, DRAIN NO. 1 PLAN 4584 PLTO (N DIV) SECONDLY: WATER CONTROL WORKS PLAN 6579 PLTO (N DIV) AND THIRDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
LEGAL SUBDIVISIONS 1 AND 2 AND THE S1/2 OF LEGAL SUBDIVISION 7 IN SECTION 8-55-28 WPM EXC FIRSTLY: OUT OF LEGAL SUBDIVISIONS 1 AND 2, WATER CONTROL WORKS PLAN 6579 PLTO (N DIV) AND SECONDLY: ALL MINES MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE N 1/2 OF LEGAL SUBDIVISION 7 AND ALL OF LEGAL SUBDIVISION 8 IN SECTION 8-55-28 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SE 1/4 OF SECTION 9-55-28 WPM FIRSTLY: WATER CONTROL WORKS PLAN 50348 PLTO AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE NE 1/4 OF SECTION 9-55-28 WPM EXC FIRSTLY: ROAD PLANS 4628 AND 7175 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE NE 1/4 OF SECTION 5-55-28 WPM EXC FIRSTLY: WATER CONTROL WORKS PLAN 6579 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE NW 1/4 OF SECTION 9-55-28 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SW 1/4 OF SECTION 9-55-28 WPM EXC FIRSTLY: WATER CONTROL WORKS PLAN 50348 PLTO AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SELY 2640 FEET PERP LOT 15 PLAN 4734 PLTO (N DIV) IN PASQUIA SETTLEMENT EXC FIRSTLY: DRAINAGE WORK PLAN 4760 PLTO (N DIV) SECONDLY: WATER CONTROL WORK PLAN 6799 PLTO (N DIV) THIRDLY: ALL MINES, MINERALS AND OTHER RESERVATIONS AS CONTAINED IN THE CROWN LANDS ACT
AT PASQUIA SETTLEMENT AND BEING SE 1/2 LOT 16 PLAN 4734 PLTO (N DIV) IN PASQUIA SETTLEMENT SUBJECT TO THE RESERVATIONS CONTAINED IN THE CROWN LANDS ACT
PARCEL 1: ALL THAT PORTION OF THE NE 1/4 OF SECTION 12-54-28 WPM LYING NW OF DRAIN PLAN 4690 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT PARCEL 2: ALL THAT PORTION OF THE S 1/2 OF SECTION 12-54-28 WPM WHICH LIES TO THE NORTH AND WEST OF DRAIN PLAN 4690 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE S 1/2 OF SECTION 11-54-28 WPM EXC FIRSTLY: THOSE PORTIONS CONTAINED WITHIN THE LIMITS OF DRAIN PLAN 4690 PLTO (N DIV) SECONDLY: OUT OF SW 1/4 ROAD PLAN 4768 PLTO (N DIV) AND THIRDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT

Legal Description
THE N 1/2 OF SECTION 11-54-28 WPM EXC FIRSTLY: OUT OF NW 1/4, ROAD PLAN 4768 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
FIRSTLY: LEGAL SUBDIVISION 11 OF SECTION 5-54-27 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT SECONDLY: ALL THOSE PORTIONS OF THE SW 1/4 OF SECTION 5-54-27 WPM AND OF THE S 1/2 OF SECTION 6-54-27 WPM WHICH LIES NORTH OF ROAD PLAN 4696 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
ALL THAT PORTION OF THE NW 1/4 OF SECTION 31-53-27 WPM WHICH LIES NORTH OF ROAD PLAN 4696 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCEL 1: THE NE 1/4 OF SECTION 13-54-28 WPM EXC FIRSTLY: WATER CONTROL WORKS PLAN 23229 PLTO AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT PARCEL 2: THE SE 1/4 OF SECTION 13-54-28 WPM EXC FIRSTLY: DRAIN PLAN 4690 PLTO (N DIV) SECONDLY: ROAD PLAN 4695 PLTO (N DIV) THIRDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
ALL THAT PORTION OF THE SE 1/4 OF SECTION 24-54-28 WPM LYING SOUTH OF WATER CONTROL WORKS PLAN 32230 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SW 1/4 OF SECTION 16-54-27 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCEL "A" PLAN 60830 PLTO EXC ALL MINES, MINERAL AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT. IN NW 1/4 16-54-27 WPM
THE NE 1/4 OF SECTION 16-54-27 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SE 1/4 OF SECTION 17-54-27 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SW 1/4 OF SECTION 17-54-27 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THAT PORTION OF SECTION 3-54-28 WPM LYING NORTH OF ROAD PLAN 4708 PLTO (N DIV) EXC FIRSTLY: OUT OF THE E 1/2, ROAD PLAN 4768 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCEL 1: THE W 1/2 OF SECTION 23-54-28 WPM EXC FIRSTLY: ROAD PLAN 4768 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT PARCEL 2: ALL THAT PORTION THE NW 1/4 OF SECTION 14-54-28 WPM WHICH LIES NORTH OF WATER CONTROL WORK PLAN 22043 PLTO EXC FIRSTLY: ROAD PLAN 4768 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCEL "B" PLAN 59630 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN SECTION 17-54-27 WPM
PARCEL "A" PLAN 59630 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN SECTION 18-54-27 WPM AND THE S 1/2 OF 19-54-27 WPM
PARCEL 1: THE NE 1/4 OF SECTION 1-54-28 WPM EXC FIRSTLY: THE ELY 1320 FEET PERP AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT PARCEL 2: THE NW 1/4 OF SECTION 1-54-28 WPM EXC FIRSTLY: OUT OF W 1/2 ALL THAT PORTION CONTAINED WITHIN THE LIMITS OF DRAIN PLAN 4690 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT

Legal Description
PARCEL 3 THOSE PORTIONS OF THE W 1/2 OF THE SE 1/4 1 AND THE SW 1/4 OF SECTION 1-54-28 WPM LYING NORTH OF ROAD PLAN 4696 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCEL 1: THE NE 1/4 OF SECTION 2-54-28 WPM EXC FIRSTLY: DRAIN PLAN 4690 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT PARCEL 2: THE NW 1/4 OF SECTION 2-54-28 WPM EXC FIRSTLY: DRAIN PLAN 4690 PLTO (N DIV) SECONDLY: ROAD PLAN 4768 PLTO (N DIV) AND THIRDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT PARCEL 3: THAT PORTION OF THE SE 1/4 OF SECTION 2-54-28 WPM LYING NORTH OF THE SOUTH LIMIT OF ROAD PLAN 4696 PLTO (N DIV) EXC FIRSTLY: ROAD PLAN 4696 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
W 1/2 OF SE 1/4 23-54-28 WPM EXC ALL MINES, MINERALS AND OTHER RESERVATIONS AS CONTAINED IN THE CROWN LANDS ACT
THE NW 1/4 OF SECTION 19-54-27 WPM AND THAT PORTION OF THE SW 1/4 OF SECTION 19-54-27 WPM LYING NORTH OF WATER CONTROL WORKS PLAN 32230 PLTO EXC ALL MINES MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCEL 1: THAT PORTION OF THE SE 1/4 OF SECTION 19-54-27 WPM LYING NE OF WATER CONTROL WORKS PLAN 32230 PLTO EXC FIRSTLY: PLAN 4740 PLTO (N DIV) SECONDLY: ROAD PLAN 4841 PLTO (N DIV) AND THIRDLY: ALL MINES MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT PARCEL 2: THE NE 1/4 OF SECTION 19-54-27 WPM EXC ALL MINES MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCELS A AND B PLAN 46810 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN LOTS 4, 5, 6 & 7 IN 54-27 WPM & IN THE N1/2 OF SECTION 23-54-27 WPM
ALL THAT PORTION OF THE N 1/2 OF SECTION 24-54-27 WPM WHICH LIES NW OF ROAD PLAN 4904 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
ALL THAT PORTION OF THE SE 1/4 OF SECTION 25-54-27 WPM LYING SOUTH OF PLAN 4740 PLTO (N DIV) WHICH LIES NW OF ROAD PLAN 4904 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCEL ONE: ALL THAT PORTION OF THE W 1/2 OF SECTION 30-54-26 WPM WHICH LIES TO THE WEST OF ROAD PLAN 4904 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT PARCEL TWO: ALL THAT PORTION OF THE SW 1/4 OF SECTION 31-54-26 WPM LYING TO THE WEST OF ROAD PLAN 4904 PLTO (N DIV) WHICH LIES TO THE SOUTH OF WATER CONTROL WORKS PLAN 22076 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THAT PORTION OF THE SE 1/4 OF SECTION 5-55-28 WPM WHICH LIES SOUTH OF ROAD PLAN 4537 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE W 1/2 OF SECTION 22-54-28 WPM EXC FIRSTLY: WATER CONTROL WORK PLAN 22165 PLTO AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
ALL THAT PORTION OF THE SW 1/4 OF SECTION 35-54-29 WPM WHICH LIES NORTH AND EAST OF THE NE LIMITS OF ROAD PLAN 4869 PLTO (N DIV) EXC FIRSTLY: WATER CONTROL WORK PLAN 6793 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE E 1/2 OF SECTION 21-54-28 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCEL 1 FRAC 26-54-28 WPM AS SHOWN ON TOWNSHIP DIAGRAM DATED JUNE 15, 1961 EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT PARCEL 2 FRAC SE 1/4 OF SECTION 27-54-28 WPM AS SHOWN ON TOWNSHIP DIAGRAM DATED JUNE 15, 1961 EXC FIRSTLY: ROAD PLAN 4861 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT

Legal Description
PARCEL 3 THE NE 1/4 OF SECTION 27-54-28 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE W 1/2 OF SECTION 27-54-28 WPM EXC FIRSTLY: OUT OF SW 1/4, ROAD PLAN 4681 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCEL 1: THE NE 1/4 OF SECTION 26-54-29 WPM EXC FIRSTLY: PLAN 70244 PLTO AND SECONDLY: ALL MINES AND MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT PARCEL 2: THE NW 1/4 OF SECTION 26-54-29 WPM EXC FIRSTLY: ROAD PLAN 4869 PLTO (N DIV) AND SECONDLY: ALL MINES AND MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
LOT 101 PLAN 22354 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
LOT 100 PLAN 22354 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
LOT 79A PLAN 4734 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
THE SE 1/4 OF SECTION 31-54-28 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE NE 1/4 OF SECTION 31-54-28 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE NW 1/4 OF SECTION 31-54-28 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THAT PORTION OF THE SW 1/4 OF SECTION 31-54-28 WPM LYING NORTH OF ROAD PLAN 4681 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE E 1/2 OF SECTION 30-54-28 WPM EXC FIRSTLY: OUT OF THE SE 1/4, ROAD PLAN 4681 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
ALL THAT PORTION OF THE E 1/2 OF SECTION 19-54-28 WPM LYING TO THE NE OF PLAN 4747 PTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
LOT 97 PLAN 22354 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
LOT 82-A PLAN 4734 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
THAT PORTION OF SE 1/4 29-54-28 WPM LYING SOUTH OF ROAD PLAN 4681 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER RESERVATIONS AS CONTAINED IN THE CROWN LANDS ACT
THAT PORTION OF SW 1/4 29-54-28 WPM LYING SOUTH OF ROAD PLAN 4681 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER RESERVATIONS AS CONTAINED IN THE CROWN LANDS ACT
LOT 78A PLAN 4734 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN PASQUIA SETTLEMENT
THE SE 1/4 OF SECTION 25-54-29 WPM EXC FIRSTLY: PLAN 4747 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE S 1/2 OF SECTION 26-54-29 WPM EXC FIRSTLY: PLAN 4747 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCEL 1 THAT PORTION OF THE W 1/2 OF SECTION 20-54-28 WPM LYING NORTH OF PLAN 4747 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT PARCEL 2 ALL THAT PORTION OF THE NW 1/4 OF SECTION 20-54-28 WPM CONTAINED WITHIN THE LIMITS SHOWN BORDERED RED ON PLAN 4747 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT

Legal Description
PARCEL 1: THAT PORTION OF THE E 1/2 OF SECTION 20-54-28 WPM LYING NORTH OF PLAN 4747 PLTO (N DIV) EXC FIRSTLY: WATER CONTROL WORKS PLAN 2503 PLTO AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT PARCEL 2: THAT PORTION OF THE NE 1/4 OF SECTION 20-54-28 WPM CONTAINED WITHIN THE LIMITES SHOWN BORDERED RED ON PLAN 4747 PLTO (N DIV) EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE W 1/2 OF SECTION 21-54-28 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SE 1/4 OF SECTION 16-54-28 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE NE 1/4 OF SECTION 16-54-28 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
LOT 1 IN 54-27 WPM EXC FIRSTLY: WATER CONTROL WORKS PLAN 22076 PLTO SECONDLY: WORKS PLAN 48236 PLTO AND THIRDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
LOT 2 IN 54-27 WPM EXC FIRSTLY: WATER CONTROL WORKS PLAN 22076 PLTO SECONDLY: WORKS PLAN 48236 PLTO AND THIRDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
ALL THAT PORTION OF THE SW 1/4 OF SECTION 15-54-28 WPM WHICH LIES NW OF WATER CONTROL WORKS PLAN 22585 PLTO EXC FIRSTLY: WATER CONTROL WORKS PLAN 22165 PLTO SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE NW 1/4 OF SECTION 16-54-28 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SW 1/4 OF SECTION 16-54-28 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE NLY 1320 FEET PERP OF THE ELY 1316 FEET PERP OF THE NE 1/4 OF SECTION 8-54-28 WPM EXC FIRSTLY: WATER CONTROL WORKS PLAN 2503 PLTO SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE ELY 1316 FEET PERP OF THE E 1/2 OF SECTION 17-54-28 WPM EXC FIRSTLY: WATER CONTROL WORKS PLAN 2503 PLTO AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
ALL THAT PORTION OF THE ELY 1316 FEET PERP OF THE SE 1/4 OF SECTION 20-54-28 WPM WHICH LIES TO THE SOUTH OF THE NLY LIMIT OF PLAN 4747 PLTO (N DIV) EXC FIRSTLY: WATER CONTROL WORKS PLAN 2503 PLTO AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
ALL THAT PORTION OF THE NE 1/4 OF SECTION 9-54-28 WPM WHICH LIES NORTH OF WATER CONTROL WORKS PLAN 22585 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
ALL THAT PORTION OF THE NW 1/4 OF SECTION 9-54-28 WPM WHICH LIES NORTH OF WATER CONTROL WORKS PLAN 22585 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
ALL THAT PORTION OF THE NW 1/4 OF SECTION 10-54-28 WPM WHICH LIES NORTH AND WEST OF WATER CONTROL WORKS PLAN 22585 PLTO EXC FIRSTLY: WATER CONTROL WORKS PLAN 22585 PLTO AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT

Legal Description
THE NE 1/4 OF SECTION 8-54-28 WPM EXC FIRSTLY: NLY 1320 FEET PERP SECONDLY: ALL THAT PORTION WHICH LIES TO THE SE OF THE SE LIMIT OF PLAN 4747 PLTO (N DIV) THIRDLY: WATER CONTROL WORKS PLAN 2503 PLTO AND FOURTHLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCEL 1: THE SE 1/4 OF SECTION 10-54-28 WPM EXC FIRSTLY: ROAD PLAN 4768 PLTO AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT PARCEL 2: THE SW 1/4 OF SECTION 10-54-28 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCELS C & F PLAN 53437 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN SECTION 9 AND E 1/2 4-54-28 WPM
PARCELS D & E PLAN 53437 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN SECTION 9 AND E 1/2 4-54-28 WPM
PARCELS A & B PLAN 53438 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN N 1/2 10 AND S 1/2 15-54-28 WPM
PARCEL C PLAN 53438 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN N 1/2 10 AND S 1/2 15-54-28 WPM
PARCEL D PLAN 53438 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN N 1/2 10 AND S 1/2 15-54-28 WPM
ALL THAT PORTION OF THE N 1/2 OF SECTION 22-53-28 WPM WHICH LIES NORTH OF THE LEFT BANK OF THE PASQUIA RIVER AS SHOWN ON TOWNSHIP DIAGRAM DATED DECEMBER 15, 1959 EXC FIRSTLY: ROAD PLAN 4697 PLTO (N DIV) AND SECONDLY: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCELS A & B PLAN 53437 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN SECTION 9 AND E 1/2 4-54-28 WPM
THE SW 1/4 OF SECTION 35-25-12 WPM SUBJECT TO THE RESERVATIONS CONTAINED IN THE CROWN LANDS ACT
THE NW 1/4 OF SECTION 4-26-11 WPM EXC FIRSTLY: THE SLY 208.7 FEET PERP OF THE ELY 208.7 FEET PERP SECONDLY: THAT PORTION COVERED BY THE WATERS OF CRANE BAY, LAKE MANITOBA AS SHOWN ON TOWNSHIP DIAGRAM DATED AUGUST 20, 1909 AND THIRDLY: ALL MINES AND MINERAL AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE NW 1/4 OF SECTION 1-25-11 WPM EXC FIRSTLY: ALL THAT PORTION WHICH LIES TO THE EAST OF A LINE DRAWN WEST OF, PARALLEL WITH AND PERPENDICULARY DISTANT 50 FEET FROM THE WESTERN LIMIT OF ROAD PLAN 1146 PLTO AND SECONDLY: EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE N 1/2 OF THE SE 1/4 OF SECTION 36-24-11 WPM EXC FIRSTLY: ALL THAT PORTION LYING WEST OF A LINE DRAWN EAST OF PARALLEL WITH AND PERPENDICULARLY DISTANT 40 FEET FROM THE EASTERN LIMIT OF ROAD NO. 2 PLAN 1146 PLTO AND SECONDLY: EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE NE 1/4 OF SECTION 36-24-11 WPM EXC FIRSTLY: ALL THAT PORTION WHICH LIES WEST OF A LINE DRAWN EAST OF, PARALLEL WITH AND PERPENDICULARLY DISTANT 25 FEET FROM THE EASTERN LIMIT OF ROAD PLAN 1146 PLTO AND SECONDLY: EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
PARCEL 1: THE E 1/2 OF SECTION 11-25-11 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT

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PARCEL 2: ALL THAT PORTION OF W 1/2 12-25-11 WPM WHICH LIES TO THE WEST OF A LINE DRAWN WEST OF, PARALLEL WITH AND DISTANT 50 FEET PERP FROM THE WESTERN LIMIT OF ROAD PLAN 551 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE WLY 1320 FEET PERP OF THE NW 1/4 OF SECTION 2-25-11 WPM EXC FIRSTLY: THE NLY 1320 FEET PERP AND SECONDLY: EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
ALL THAT PORTION OF THE SW 1/4 OF SECTION 13-25-11 WPM LYING WEST OF ROAD PLAN 551 PLTO EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE S 1/2 OF SECTION 26-24-11 WPM EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 67516 PLTO
THE NW 1/4 OF SECTION 26-24-11 WPM EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 52624 PLTO
THE SE 1/4 OF SECTION 26-25-11 WPM EXC FIRSTLY: ROAD PLAN 551 PLTO SECONDLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1104819 PLTO AND THIRDLY: ALL MINES AND MINERALS, INCLUDING GYPSUM AND VALUABLE STONE AS SET FORTH IN TRANSFER 52624 PLTO
ALL THAT PORTION OF THE NW 1/4 OF SECTION 13-25-11 WPM WHICH LIES WEST OF ROAD PLAN 551 PLTO EXC FIRSTLY: THE WLY 1320 FEET PERP AND SECONDLY: EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SE 1/4 OF SECTION 14-25-11 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE WLY 1320 FEET PERP OF THE NW 1/4 OF SECTION 13-25-11 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE NE 1/4 OF SECTION 30-25-12 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT AS SET FORTH IN TRANSFER 142079 PLTO
THE NW 1/4 OF SECTION 32-25-12 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT AS SET FORTH IN TRANSFER 142079 PLTO
THE SE 1/4 OF SECTION 31-25-12 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT AS SET FORTH IN TRANSFER 142079 PLTO
THE NE 1/4 OF SECTION 31-25-12 WPM EXC ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE NW 1/4 OF SECTION 31-25-12 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT AS SET FORTH IN TRANSFER 142079 PLTO
THE SW 1/4 OF SECTION 31-25-12 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT AS SET FORTH IN TRANSFER 142079 PLTO
THE SW 1/4 OF SECTION 26-25-11 WPM EXC FIRSTLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1104821 PLTO AND SECONDLY: ALL MINES AND MINERALS, INCLUDING GYPSUM AND VALUABLE STONE AS SET FORTH IN TRANSFER 52624 PLTO
THE NW 1/4 OF SECTION 26-25-11 WPM EXC FIRSTLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1104820 PLTO AND SECONDLY: ALL MINES AND MINERALS, INCLUDING GYPSUM AND VALUABLE STONE AS SET FORTH IN TRANSFER 52624 PLTO

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THE NE 1/4 OF SECTION 8-26-12 WPM EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 58058 PLTO
THE NW 1/4 OF SECTION 9-26-12 WPM EXC FIRSTLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1191263 PLTO AND SECONDLY: ALL MINES AND MINERALS VESTED IN THE CROWN (MANITOBA) BY THE REAL PROPERTY ACT
THE SW 1/4 OF SECTION 9-26-12 WPM EXC FIRSTLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1191263 PLTO AND SECONDLY: ALL MINES, MINERALS, GYPSUM AND VALUABLE STONE AS SET FORTH IN TRANSFER 52622 PLTO
THE NW 1/4 OF SECTION 5-26-12 WPM EXC FIRSTLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1193454/3 PLTO AND SECONDLY: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE NE 1/4 OF SECTION 5-26-12 WPM EXC FIRSTLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1193454/3 PLTO AND SECONDLY: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE NE 1/4 OF SECTION 6-26-12 WPM EXC FIRSTLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1193454/3 PLTO AND SECONDLY: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE SE 1/4 OF SECTION 7-26-12 WPM EXC FIRSTLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1193454/3 PLTO AND SECONDLY: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE SW 1/4 OF SECTION 8-26-12 WPM EXC FIRSTLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1193454/3 PLTO AND SECONDLY: ALL MINES, MINERALS, GYPSUM AND VALUABLE STONE AS SET FORTH IN TRANSFER 52622 PLTO
LEGAL SUBDIVISIONS 1, 2, 7, THE S 1/2 OF LEGAL SUBDIVISION 8 AND THE NW 1/4 LEGAL SUBDIVISION 8 OF SECTION 16-27-12 WPM EXC FIRSTLY: THE LAND COVERED BY THE WATERS OF LAKE MANITOBA AS SHOWN ON TOWNSHIP DIAGRAM DATED MAY 7, 1912 AND SECONDLY: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE NW 1/4 OF SECTION 16-27-12 WPM EXC FIRSTLY: ALL THAT PORTION COVERED BY THE WATERS OF LAKE MANITOBA AS SHOWN ON TOWNSHIP DIAGRAM DATED MAY 7, 1921 AND SECONDLY: EXC ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE SE 1/4 OF SECTION 31-27-12 WPM EXC FIRSTLY: PLAN 30881 PLTO SECONDLY: ROAD PLAN 22984 PLTO THIRDLY: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN AND FOURTHLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1199644/3 PLTO
THE NW 1/4 OF SECTION 31-27-12 WPM EXC FIRSTLY: ROAD PLAN 22984 PLTO SECONDY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1149262/3 PLTO

Legal Description
AND THIRDLY: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
NE 1/4 30-27-12 WPM EXC FIRSTLY: ROAD PLAN 22984 PLTO AND SECONDLY: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE SW 1/4 OF SECTION 20-26-12 WPM EXC FIRSTLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1191263 PLTO AND SECONDLY: ALL MINES, MINERALS AND SPECIAL RESERVATIONS AS RESERVED IN THE ORIGINAL GRANT FROM THE CROWN
SECTION 19-26-12 WPM EXC FIRSTLY: ALL MINES, MINERALS, GYPSUM AND VALUABLE STONE AS SET FORTH IN TRANSFER 52622 PLTO AND SECONDLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1202534/3 PLTO
THE SE 1/4 OF SECTION 8-26-12 WPM EXCEPT ALL MINES, MINERALS AND GRAVEL AS SET FORTH IN TRANSFER 58058 PLTO
THE SE 1/4 OF SECTION 6-26-12 WPM EXC FIRSTLY: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN AND SECONDLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1202536/3 PLTO
THE NE 1/4 OF SECTION 31-27-12 WPM EXC FIRSTLY: THE SLY 660 FEET SECONDLY: ROAD PLAN 22984 PLTO AND THIRDLY: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE SW 1/4 OF SECTION 10-26-12 WPM EXC FIRSTLY: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1056737 PTLO AND SECONDLY: ALL MINES AND MINERALS, INCLUDING GAS, PETROLEUM AND RELATED HYDROCARBONS, GYPSUM AND VALUABLE STONE AS SET FORTH IN TRANSFER 52622 PLTO
THE SE 1/4 OF SECTION 10-26-12 WPM EXC ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE NW 1/4 OF SECTION 33-26-12 WPM EXC ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SW 1/4 OF SECTION 1-25-11 WPM EXC FIRSTLY: ROAD PLAN 551 PLTO (NOW CLOSED) AND ROAD PLAN 1146 PLTO AND SECONDLY: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE NE 1/4 OF SECTION 2-25-11 WPM EXC ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE NW 1/4 OF SECTION 15-54-28 WPM EXC FIRSTLY: WATER CONTROL WORKS PLAN 22165 PLTO SECONDLY: ALL MINES, MINERALS AND OTHER RESERVATIONS AS CONTAINED IN THE CROWN LANDS ACT
THE SE 1/4 OF SECTION 14-26-13 WPM EXC: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1107690 AND EXC: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE SW 1/4 OF SECTION 14-26-13 WPM EXC: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1107694 AND EXC: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN

Legal Description
THE NE 1/4 OF SECTION 36-26-13 WPM EXC ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE SE 1/4 OF SECTION 1-26-13 WPM EXC ALL MINES MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE SE 1/4 OF SECTION 1-26-13 WPM EXC ALL MINES MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT
THE NW 1/4 OF SECTION 2-26-13 WPM EXC FIRSTLY: ALL SAND AND GRAVEL RESERVED IN TRANSFER 1116285 DLTO AND SECONDLY: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE SE 1/4 OF SECTION 26-26-13 WPM SUBJECT TO THE EXCEPTION AND RESERVATION AS TO MINES MINERALS AND OTHER MATTERS CONTAINED IN TRANSFER 20508 DLTO
THE SE 1/4 OF SECTION 25-26-13 WPM SUBJECT TO THE EXCEPTION AND RESERVATION AS TO MINES MINERALS AND OTHER MATTERS CONTAINED IN TRANSFER 21588 DLTO
THE NW 1/4 OF SECTION 25-26-13 WPM SUBJECT TO THE EXCEPTION AND RESERVATION AS TO MINES MINERALS AND OTHER MATTERS CONTAINED IN TRANSFER 21588 DLTO
THE SE 1/4 OF SECTION 23-26-13 WPM SUBJECT TO SPECIAL RESERVATIONS AS TO MINES AND MINERALS AND A PROVISO AS TO RIPARIAN RIGHTS AS CONTAINED IN THE ORIGINAL GRANT FROM THE CROWN
THE NE 1/4 OF SECTION 23-26-13 WPM SUBJECT TO THE RESERVATIONS AND PROVISOES CONTAINED IN THE GRANT FROM THE CROWN
THE NE 1/4 OF SECTION 14-26-13 WPM EXC: ALL SAND AND GRAVEL AS SET FORTH IN TRANSFER 1107692 AND EXC: ALL MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN
THE NW 1/4 OF SECTION 12-26-13 WPM SUBJECT TO SPECIAL RESERVATIONS AS TO MINES AND MINERALS AND A PROVISO AS TO RIPARIAN RIGHTS AS CONTAINED IN THE ORIGINAL GRANT FROM THE CROWN

2. **Saskatchewan**

Legal Description	
Title	**Parcel Number**
NE-13-9-9-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 66SC07588.	142188307
NW-13-9-9-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 75SC12169.	142188295
SE-13-9-9-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 66SC07588.	142188284
NE-34-9-9-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC03946.	142187654
NW-18-8-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 88SC07209.	143404332
SW-18-8-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 88SC07209.	143396848
NE-31-8-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC14310.	143404433
NW-31-8-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC14310.	143396871
NW-6-9-10-W3 AS SHOWN ON PLAN 101707455	153327494
SW-6-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 74SC12251.	141971924
NE-13-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 76SC04058.	141972217
NE-17-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 62SC09792.	141972374
NW-17-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 62SC09792(1).	141972363

Legal Description	
Title	**Parcel Number**
SE-17-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 62SC09792.	141972341
SW-17-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 62SC09792(1).	141972352
NE-18-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 83SC06442.	141972419
NE-19-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 84SC03519.	141924911
NW-19-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC05435D.	141972442
SE-19-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 83SC06442B.	141972420
SW-19-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 83SC06442C.	141972431
SW-20-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 83SC12483C.	141972464
SW-29-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 83SC12483D.	141925002
NW-33-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC01083A.	141925046
SW-33-9-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC01083.	141972868
NW-2-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 87SC08273.	143546126
NE-7-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC02003A.	143546362
NW-7-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC02003A.	143540120
SW-7-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC04384.	143540119
SE-11-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 87SC07601.	143546496
NE-12-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC12473A.	143546564
NW-12-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC12473A.	143546553
SE-12-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC12473A.	143546531
SW-12-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC12473A.	143546542
NW-15-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 72SC11451.	143546676
NE-16-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 72SC11451.	143546722
NE-17-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 80SC03594B.	143546766
NW-17-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 80SC03594B.	143546755
NE-21-8-11-W3 TITLE NOT AVAILABLE	166185647
NW-21-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC13101.	143523570
SE-21-8-11-W3 TITLE NOT AVAILABLE	166185636
NE-22-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC06550.	143546902
SE-22-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 89SC06761.	143546889
SW-22-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC13101.	143546890
SE-23-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 85SC02541.	143546913
SW-23-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 85SC02541.	143546924
NW-26-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC02216A.	143547026
SE-26-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC02216.	143547004
SW-26-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC02216A.	143547015
NE-27-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC07451A.	143547060
NW-27-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC07451.	143547059
SE-27-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC01772.	143547037
SW-27-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 77SC01209.	143547048

Legal Description	
Title	**Parcel Number**
NE-28-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC06543A.	143547093
NW-28-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 66SC11156A.	143547082
SE-28-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC06543B.	143523637
SW-28-8-11-W3 TITLE NOT AVAILABLE	166185568
SE-29-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC06543.	143523648
NE-32-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC13622H.	143547217
SE-32-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC13622F.	143547194
NE-33-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC05217.	143547240
NW-33-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC09976.	143547239
SE-33-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC06543C.	143547228
SW-33-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC06543C.	143523682
NE-34-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC05217B.	143547273
NW-34-8-11-W3 TITLE NOT AVAILABLE	166115651
SE-34-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC09976A.	143547251
SW-34-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC09976A.	143523693
NE-35-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC06792.	143547307
NW-35-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC09153.	143523705
SW-35-8-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC06504.	143547295
NW-1-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC06959.	141968436
NE-2-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC06959.	141968470
NW-2-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC14658.	141968469
SE-2-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 81SC11675.	141927846
SW-2-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC14658.	141968458
NE-3-9-11-W3 TITLE NOT AVAILABLE	203320055
NW-3-9-11-W3 TITLE NOT AVAILABLE	203183423
SE-3-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC10987.	141927857
SW-3-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC13900.	141968481
NE-4-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 81SC11676.	141968537
NW-4-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC01889.	141968526
SE-4-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC13900.	141927868
SW-4-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 89SC11431.	141968515
NW-5-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC02256A.	141968559
NE-7-9-11-W3 AS SHOWN ON PLAN 101850926	154069735
SE-7-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC11172C.	141968605
NE-8-9-11-W3 AS SHOWN ON PLAN 101731182	153417573
NW-8-9-11-W3 AS SHOWN ON PLAN 101731182	153417225
SE-8-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC00198.	141968638
SW-8-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC02256A.	141968649
NE-24-9-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 80SC05586.	141966322

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Title	**Parcel Number**
SE-25-9-11-W3 TITLE NOT AVAILABLE	203539675
NE-1-8-12-W3 TITLE NOT AVAILABLE	203016451
NW-1-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC04384A.	143522771
NW-9-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC03591A.	143537687
SW-9-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC03591A.	143537676
NE-12-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC02003.	143528058
NW-12-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC02003.	143537801
SE-12-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC04384B.	143537788
NW-15-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC01739.	143537878
SW-15-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC01739.	143537867
NE-17-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC03591D.	143537968
NW-17-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC03591C.	143537957
SE-17-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC03591D.	143537935
SW-17-8-12-W3 TITLE NOT AVAILABLE	203321135
NE-18-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 74SC04222.	143538004
SE-18-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 74SC04222.	143537979
NW-19-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 72SC04009.	143538037
SE-19-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 74SC10058.	143538015
SW-19-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 72SC04009.	143538026
NE-20-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC03591.	143538082
SE-20-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC03591B.	143538059
NE-21-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC14053.	143538127
NW-21-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC14053.	143538116
NW-22-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC01739.	143538150
SE-22-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC01739A.	143538138
SW-22-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC01739.	143538149
NE-29-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE SC100810819.	143538385
NW-29-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE SC100810819.	143538374
SE-29-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE SC100810819.	143524908
SW-29-8-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC02511B.	143538363
NW-25-9-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC05617.	141938691
SE-13-8-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC02120.	143528856
SW-13-8-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC02120.	143557072
NE-14-12-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 78R04039.	107518642
NE-22-12-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 62R08995.	107518967
NW-22-12-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 65R07799.	107518956
SE-23-12-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 78R04039.	107518978
SW-2-10-9-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 66SC10225, DESCRIPTION 14.	149439189
SE-10-10-9-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 61SC03564.	142175516

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SW-10-10-9-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 61SC03564.	142175527
SW-29-11-9-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC06514.	142341397
NE-30-11-9-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC04881.	142341454
SE-31-11-9-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 89SC11272.	142341465
NW-8-10-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC08066A.	141968885
SW-8-10-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC08066A.	141968874
SW-26-10-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC08351, DESCRIPTION 1.	150859761
SW-26-10-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 71SC03425, DESCRIPTION 2.	150859716
SW-28-10-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC07025.	141927969
NW-31-10-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 68SC06217.	141969730
SW-31-10-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 68SC06217.	141969729
SE-34-10-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 71SC03317.	141969785
SE-35-10-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 78SC00108.	141969819
SW-35-10-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 78SC00109.	141928016
NE-3-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC11798.	143309943
NW-3-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC11798, DESCRIPTION 1.	151391044
SE-3-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC15208.	143309932
SW-3-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC02060.	143316165
NE-4-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC09465.	143316198
SE-4-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC15208A.	143316187
SW-4-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC02056.	143309954
NE-6-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 67SC07389.	143310046
SW-6-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC03711.	143310024
NE-7-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC00671.	143310080
NW-7-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 82SC08409.	143310079
SE-7-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 67SC07389.	143310057
NE-8-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 89SC21156.	143310125
NW-8-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 89SC21156.	143310114
SE-8-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC04817A.	143310091
SW-8-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC01071.	143310103
SE-9-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC09465.	143316200
NW-10-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC13165A.	143316402
SE-17-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 82SC08408.	143310372
SE-22-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 80SC02742.	143315300
NE-27-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 77SC05992.	143310732
SE-27-11-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 77SC05992.	143310710
NE-5-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC08361C.	141965804
NW-5-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC08361C.	141965792

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SE-5-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC05680.	141927532
SW-5-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC05680A.	141965781
NE-6-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC05058.	141965837
NW-6-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 83SC07755.	141965826
NE-16-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 78SC14676.	141964331
NW-16-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC14006.	141964320
SE-16-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 78SC14677.	141964319
SW-16-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC05375.	141927341
SE-18-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC14787A.	141963307
NW-21-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 78SC14678.	141963442
SW-21-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 78SC14678.	141963431
SW-22-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 85SC02609.	141963475
NE-23-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 85SC10945.	141963532
SE-23-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC07420.	141963509
NE-24-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC07421.	141963576
SE-24-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC07421, DESCRIPTION 12.	153053265
SW-24-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC07420.	141963554
NE-35-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 82SC08406.	141964016
NW-35-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 82SC08405.	141964005
NE-36-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 67SC04471.	141964050
NW-36-10-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 67SC04471.	141964049
SE-1-11-11-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC03711A.	143311395
NE-25-10-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC07172.	141960506
NW-25-10-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC07172A.	141960494
SW-25-10-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC07817.	141960483
NW-26-10-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC07817A, DESCRIPTION 4.	150734156
NW-26-10-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC01103C, DESCRIPTION 5.	150734134
SW-26-10-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC07817.	141960528
NE-27-10-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC04426B.	141960584
NW-27-10-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC04426B.	141960573
NE-34-10-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC04426A.	141960865
NW-34-10-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC04426.	141960854
SE-34-10-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC06755.	141960832
SW-35-10-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC01103C.	141960887
NW-3-11-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC01104A.	143345808
NE-18-11-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 76SC02433.	143312138
NE-19-11-12-W3 TITLE NOT AVAILABLE	203186651
NW-19-11-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 66SC03487.	143346292

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Title	**Parcel Number**
SE-19-11-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 85SC11824.	143346270
NW-20-11-12-W3 TITLE NOT AVAILABLE	202933065
SW-20-11-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC04477.	143346315
SW-30-11-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC06992B.	143344436
NE-31-11-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC01394, DESCRIPTION 29.	151170656
SW-31-11-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC01394C WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	143506021
SW-31-11-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC01394C WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	143344469
SE-3-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14097.	143320384
SW-5-12-12-W3 EXTENSION 2	204127859
BLK / PAR B PLAN 102446580 EXTENSION 0	204127848
NE-6-12-12-W3 TITLE NOT AVAILABLE	166248164
SE-6-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14097CNV.	152579526
SE-6-12-12-W3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14097CNV.	152579548
SE-6-12-12-W3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14097CNV.	152579560
SE-6-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC04174.	143320351
SE-6-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14097.	143320340
SE-6-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14097.	143320317
SE-6-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14097.	143320328
SE-6-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14097.	143320362
SE-6-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14097.	143320373
SE-6-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14097.	143320395
SE-6-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14668, DESCRIPTION 19.	151624177
SE-6-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14668, DESCRIPTION 8.	151624166
SE-6-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC06993, DESCRIPTION 11.	150833482
SW-6-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14668, DESCRIPTION 10.	151624199
SW-6-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14668, DESCRIPTION 9.	151624188
SW-7-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC02449.	143343143
NE-9-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC07032E.	143311698
NW-9-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC07032E.	143343211
SE-9-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC07032F.	143343198
SW-9-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC07032F.	143343200
NE-17-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC12330.	143343468
SW-32-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00976.	143341286
NE-29-10-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC06303, DESCRIPTION 7.	151464797
SE-29-10-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC06303.	141467519

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Title	**Parcel Number**
NE-6-11-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04447.	143312598
NW-6-11-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04447A.	143340667
SW-7-11-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04447A.	143340689
NW-13-11-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 81SC04807 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	143506245
NW-13-11-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 81SC04807 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	143340599
SW-13-11-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 81SC04805.	143340588
NE-24-11-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 86SC06291.	143338888
NE-25-11-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 81SC04804.	143313500
SE-25-11-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC06992A.	143338899
SW-29-11-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE SC100864796.	143313601
SE-30-11-13-W3 TITLE NOT AVAILABLE	203137635
SE-36-11-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 76SC06043, DESCRIPTION 3.	147451013
SE-36-11-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 81SC04804, DESCRIPTION 11.	147451057
SW-9-12-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC09781.	143335649
SW-12-12-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC03682, DESCRIPTION 20.	147142795
SW-12-12-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC03682, DESCRIPTION 12.	147142773
SW-12-12-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC03682, DESCRIPTION 11.	147142751
NE-27-12-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC15821.	143335267
SE-33-12-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC09780.	143336493
NE-10-11-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC11249A.	143333614
SE-10-11-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC11249B.	143333591
NE-15-11-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC06168B.	143312958
NW-15-11-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC06168.	143333760
NE-21-11-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 84SC02696, DESCRIPTION 7.	149802600
NW-21-11-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 82SC02261A.	143332613
SE-21-11-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 64SC04103.	143332590
SW-21-11-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 82SC02261A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	143508641
SW-21-11-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 82SC02261A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	143332602
SE-23-11-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 64SC04103A.	143332679
SE-24-11-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC13871.	143332714
SE-6-12-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 82SC01630(1).	143331218
NE-17-12-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC06647, DESCRIPTION 38.	150791205
SE-17-12-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC06647.	143330723

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NE-18-12-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC10138.	143330778
NW-18-12-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC10138A.	143330767
SE-18-12-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC10138.	143330756
SW-18-12-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC10139.	143314747
NW-19-12-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 83SC13243.	143330790
SW-19-12-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC10138A.	143314758
NW-33-12-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC05650.	143328450
NE-13-12-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC10138B.	144388323
SE-13-12-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC10138C.	144289749
NE-26-12-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC04590.	144387445
NE-33-12-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC02412B.	144385937
NW-33-12-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC02412B.	144385926
SE-33-12-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC02412B.	144385904
SW-33-12-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC02412B.	144385915
NE-34-12-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC09015B.	144385971
NW-35-12-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC04590.	144386006
SW-35-12-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC04590.	144385993
NE-5-10-16-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 76SC14222.	141482617
NW-5-10-16-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 74SC05385.	141482606
SE-5-10-16-W3 TITLE NOT AVAILABLE	203821916
SW-5-10-16-W3 TITLE NOT AVAILABLE	203821927
NE-6-10-16-W3 TITLE NOT AVAILABLE	203009138
NW-6-10-16-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14920A.	141482640
SE-6-10-16-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 74SC05385.	141482628
NE-7-10-16-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 74SC07613B WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	141596219
NE-7-10-16-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 74SC07613B WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	141482695
NW-7-10-16-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14920A.	141482684
SE-7-10-16-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC00433.	141482662
SW-7-10-16-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC14920A.	141482673
SE-16-10-16-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 85SC01140.	141482965
SW-16-10-16-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 85SC00899.	141482976
NW-26-10-16-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 67SC11258.	141483281
SW-26-10-16-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 67SC11258.	141447584
NE-13-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE34651B, DESCRIPTION 13.	114329684
NE-13-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 73R01052, DESCRIPTION 12.	114329640
NW-13-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE00996.	108052444

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SE-13-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 73R01052.	108052422
SW-13-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE00996.	108052433
NE-14-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97BOM.	108052477
SE-14-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97BOM.	108052455
NE-23-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R58704A.	108070770
NW-23-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R58704.	108052725
SE-23-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R58704A.	108070769
SW-23-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R58704.	108052714
NE-24-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE34651.	108052758
NW-24-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE01662A.	108070781
SE-24-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE34651A.	108052736
SW-24-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE01662.	108052747
SE-26-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 91R01804(2).	108052792
SW-26-14-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 83R39852.	108070804
NW-3-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R14156.	108130362
NE-4-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R14155.	108130418
NW-4-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R14155.	108130407
NW-6-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89R23399.	108130485
NE-7-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE02325(1).	108130531
NW-7-15-18-W2 TITLE NOT AVAILABLE	203169720
SE-7-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE02325(1).	108130508
SE-10-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 91R31657.	108130621
SW-10-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 91R31656.	108130632
NE-14-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 84R09713.	108130812
NW-14-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 98SE15472.	108130801
NE-16-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 66R05609.	108150858
NW-16-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 66R05609.	108130878
SE-16-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 72R12432.	108150847
SW-16-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 72R12433.	108130867
NW-17-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 87R16181.	108150869
NE-18-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE38467A.	108130935
NW-18-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE38467A, DESCRIPTION 16.	131870954
SE-19-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE38467.	108130946
SW-19-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE38467.	108150881
NE-20-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 91R31658.	108130991
NW-20-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 88R73552.	108130980
SE-20-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 88R73553.	108150892
SW-20-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 88R73552.	108130979
NE-21-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 93R29911.	108150915

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NW-21-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 93R29910, DESCRIPTION 23.	120471421
NE-22-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14249.	108150926
NW-22-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14249.	108131048
SE-22-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R14157.	108131026
SW-22-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R14157.	108131037
NE-23-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14251B.	108131071
NW-23-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 98SE10330.	108150937
SE-23-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14251A.	108131059
SW-23-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 98SE10330(1).	108131060
NE-24-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R54769.	120867374
NW-24-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14250.	108131093
SW-24-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14251.	108150948
NE-25-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R06635.	131870763
NW-25-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R54769.	120867385
SE-25-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R06635.	131870785
SW-25-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R54769.	108150959
NE-26-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R52981(1).	108131161
NW-26-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R52981(1).	108131150
SE-26-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R52981(1).	108150960
SW-26-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R52981(1).	108131149
NE-27-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 66R39632.	108150982
NW-27-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 66R39632.	108131183
NE-28-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 98SE40014.	108131217
NW-28-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 88R09701.	108150993
SE-28-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 98SE40014.	108131194
SW-28-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 98SE40014.	108131206
SE-29-15-18-W2 AS SHOWN ON PLAN 101928045	163537791
SW-29-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE09486.	108131239
NE-30-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 70R30301.	108131273
NW-30-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 70R30301.	108131262
SE-30-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 70R30301.	108131251
SW-30-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 70R30301.	108151017
NE-32-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 62R15629.	108151040
NW-32-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 62R15629.	108131329
SW-32-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 62R15629.	108131318
NE-33-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 93R19843.	108151051
NW-33-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 93R19843.	108131352
SE-33-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 88R25845.	108131330
SW-33-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 88R25846.	108131341

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NE-34-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89R23084 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	108179613
NE-34-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89R23084 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	108131385
NW-34-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89R23084.	108151062
SE-34-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE13649.	108131363
SW-34-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89R23084.	108131374
SE-35-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14249B.	161996620
SE-35-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14249B.	161996619
SW-35-15-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE13650.	108151073
SE-12-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38627.	107612478
SW-12-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38627.	107612489
SW-17-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 90R02052.	107612681
NE-18-13-19-W2 AS SHOWN ON PLAN 101913117	162092246
NW-18-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38622.	107612737
SW-18-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38622.	107612726
NE-19-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08611A.	107612760
NW-19-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE01953.	107614223
SE-19-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08607A.	107612748
SW-19-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE01953.	107612759
NE-20-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38625.	107612793
NW-20-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38625.	107614234
SE-20-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38623.	107612771
SW-20-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38623.	107612782
SE-22-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R11669.	107614256
SE-23-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 93R17206.	107614267
SW-23-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R58910, DESCRIPTION 31.	112268987
NE-25-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38624.	107612939
NW-25-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38624.	107614290
NW-28-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 92R20106, DESCRIPTION 6.	135712043
NW-28-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 92R20106, DESCRIPTION 5.	135712021
NW-28-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 93R18521, DESCRIPTION 7.	135712065
NW-28-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 93R18521, DESCRIPTION 8.	135712087
NW-30-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 98SE25352.	107614357
SW-30-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 98SE25352.	107613064
SE-31-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08606.	107613086
SW-31-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08606.	107613097

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NE-32-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38634.	107613132
NW-32-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38634.	107613121
SE-32-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38634.	107613110
SW-32-13-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38634.	107614379
SW-34-13-19-W2 TITLE NOT AVAILABLE	203386327
NE-7-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08610A.	108064975
NW-7-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08610A.	108064964
SE-7-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08610.	108064942
SW-7-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08610, DESCRIPTION 5.	136000202
NE-8-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08604.	108065011
NW-8-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08607, DESCRIPTION 10.	136000279
SW-8-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08611.	108064997
SW-17-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08605, DESCRIPTION 4.	136000718
NE-18-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08612.	108065415
NW-18-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08609.	108065404
SE-18-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08609.	108065381
SW-18-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08609, DESCRIPTION 11.	136000774
SE-19-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08608.	108065426
SW-19-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08608.	108065437
SE-20-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08607B.	108065460
SW-20-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE08608A.	108065471
NW-24-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R02682(1).	108065594
SW-24-14-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R02682(1), DESCRIPTION 36.	111757620
NE-4-15-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 92R07622A.	108143322
NW-4-15-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 92R07622A.	108143311
SE-4-15-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 62R20573.	108143298
SW-4-15-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 84R20652.	108143300
NW-36-15-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R37972.	108144301
SE-36-15-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 70R30302.	108144299
SW-36-15-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R37974.	108148169
NE-12-13-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38631.	107609340
SE-12-13-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38631.	107609317
SW-12-13-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38631, DESCRIPTION 29.	136180357
NE-24-13-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 84R52687.	107613750
NW-24-13-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38630.	107609722
SE-24-13-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 84R52687.	107613749
SW-24-13-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38630.	107609711

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NE-25-13-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38629.	107613761
NW-25-13-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38633.	107609755
SE-25-13-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38629.	107609733
SW-25-13-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE38633.	107609744
SE-36-13-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE12063.	107610049
SW-36-13-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SE12063.	107610050
NE-10-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89R24740.	108064199
NW-11-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE14212.	108064212
NE-21-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97R02451.	108064504
NW-21-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97R02451.	108064492
NE-23-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89R17157(1).	108067721
NW-23-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89R17157(1).	108064559
SE-23-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 81R13337.	108067710
SW-23-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 91R55390.	108064548
NE-26-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R46075.	108064649
NW-26-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R46075.	108064638
NE-28-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R66483.	108061387
NW-28-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R66484.	108061376
SE-28-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R66485.	108061354
SW-28-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R66484.	108061365
NE-29-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 90R07492.	108061422
NE-32-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89R73643.	108061545
NW-32-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 82R04290.	108061534
SE-32-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE13079.	108061512
SW-32-14-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 82R04290.	108061523
NE-4-15-20-W2 BLK / PAR A PLAN 102446557 EXT, 0	204126858
NE-22-15-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R21666.	108142916
NW-22-15-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R21666.	108147911
SE-22-15-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 98SE13169.	108142893
SW-22-15-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 98SE13169.	108142905
NE-27-15-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE12794B.	108139798
NW-27-15-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE12794A.	108147652
NW-31-15-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 93R11742.	108139945
SW-31-15-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 93R12680.	108139934
NE-1-13-21-W2 TITLE NOT AVAILABLE	203093827
NW-1-13-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 73R06073.	107517933
SE-1-13-21-W2 TITLE NOT AVAILABLE	203093816
SW-1-13-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 90R27541.	107540805
NE-2-13-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 73R06075.	107517977

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NW-2-13-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 73R06075.	107517966
NE-22-15-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R08606A.	108127133
SE-22-15-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R08606.	108127100
NE-36-15-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE02031.	108150195
SE-36-15-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE02030.	108150184
NE-7-13-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC06118B.	144523403
SE-18-13-12-W3 TITLE NOT AVAILABLE	166037407
SE-18-13-12-W3 TITLE NOT AVAILABLE	166037418
SE-1-13-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 81SC12540C, DESCRIPTION 26.	147668068
NE-6-13-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC01919.	144542695
NE-7-13-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC15565.	144542730
SE-7-13-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC13287.	144542707
SE-8-13-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC09175.	144541515
SW-8-13-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC09174.	144541526
NE-19-13-13-W3 BLK / PAR G PLAN NO. DG6151 EXT 1	204135814
NE-19-13-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC06235, DESCRIPTION 99.	150852506
NE-19-13-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC06235, DESCRIPTION 100.	150852528
SW-19-13-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 86SC06475, DESCRIPTION 34.	150738475
SW-19-13-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 86SC06474, DESCRIPTION 36.	150738431
SW-19-13-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 86SC06474, DESCRIPTION 35.	150738419
SW-19-13-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 86SC06475, DESCRIPTION 33.	150738453
SE-20-13-13-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 74SC04212A, DESCRIPTION 13.	146944086
NE-30-13-13-W3 TITLE NOT AVAILABLE	203142316
NE-7-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC15334.	144532009
NW-7-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 87SC00744 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144589168
NW-7-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 87SC00744 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144531996
NE-12-13-14-W3 AS SHOWN ON PLAN 102000991	164590791
NE-13-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 60SC07045(1), DESCRIPTION 75.	150531612
NE-13-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 60SC07045(1), DESCRIPTION 77.	150531645
NE-13-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 60SC07045(1), DESCRIPTION 76.	150531634
NE-13-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 60SC07045(1), DESCRIPTION 74.	150531599
NE-14-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC03903A, DESCRIPTION 56.	150402956

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NE-14-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC03903A, DESCRIPTION 55.	150402934
NW-14-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC12918, DESCRIPTION 31.	150403058
NW-14-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC12918, DESCRIPTION 32.	150403070
SW-14-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC03903, DESCRIPTION 27.	151308525
SW-14-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC03903, DESCRIPTION 26.	151308547
NW-18-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC15566.	144530658
SW-18-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 87SC00745.	144530647
NE-24-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC10955, DESCRIPTION 15.	147558033
NE-24-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC10956, DESCRIPTION 3.	147557953
NE-24-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC10954, DESCRIPTION 10.	147557997
NE-24-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC10956, DESCRIPTION 2.	147557931
NE-24-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC10954, DESCRIPTION 9.	147557975
NE-24-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC10955, DESCRIPTION 12.	147558011
SE-24-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC04361.	144530906
SE-25-13-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC13601, DESCRIPTION 19.	146641192
SW-2-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC04590A.	141583563
NE-3-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC04590A, DESCRIPTION 16.	151073254
NE-3-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC04590A, DESCRIPTION 15.	151073232
NE-3-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC05762, DESCRIPTION 14.	151073276
NW-3-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC05762.	141582337
SW-3-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC00387A.	141582326
NE-4-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC02412.	141582360
NW-4-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC02412.	141545134
SE-4-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC01724.	141582359
SW-4-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC02412, DESCRIPTION 20.	151233892
NE-9-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC07985K.	141582494
SE-9-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 02SC02412.	141582483
SW-9-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC08531A.	141545190
SW-10-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC05762.	141582517
NE-16-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC07985J.	141582753
SE-16-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC07985I.	141582742
SW-22-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC07985H WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	141802163

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SW-22-13-15-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC07985H WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	141582911
NE-3-16-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14249C WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	110420299
NE-3-16-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14249C WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	110406574
NW-3-16-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14249C WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	110420288
NW-3-16-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14249C WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	110406563
SE-3-16-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14249C WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	110420277
SE-3-16-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14249C WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	110420266
SE-3-16-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14249C WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	110406541
SW-3-16-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R14249C.	110406552
NE-4-16-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97R06727.	110406619
SE-4-16-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97R06727.	110406585
NE-5-16-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 93R60115.	110406653
NW-5-16-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 86R12548.	110406642
NW 04-18-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 71SC06232.	144632808
SW 09-18-07-3 EXT 8 AS DESCRIBED ON CERTIFICATE OF TITLE 71SC06233A, DESCRIPTION 8.	151448395
LSD 3-09-18-07-3 EXT 11 AS DESCRIBED ON CERTIFICATE OF TITLE 71SC06232, DESCRIPTION 11.	151448160
LSD 4-09-18-07-3 EXT 12 AS DESCRIBED ON CERTIFICATE OF TITLE 71SC06232, DESCRIPTION 12.	151448182
NW 15-18-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 71SC06233 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144633573
NW 15-18-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 71SC06233 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144689642
NE 25-18-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC04059.	144632527
NW 25-18-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC04059.	144632516
NE 26-18-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC04060.	144633180
NE 33-18-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC14207.	144633393
NE 34-18-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC03876 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144633427
NE 34-18-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC03876 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144689563

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NE 34-18-07-3 EXT 3 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC03876 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144689574
NW 34-18-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC03876 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144689552
NW 34-18-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC03876 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144658895
SE 34-18-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC03876.	144633405
SW 34-18-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC03876.	144633416
NW 35-18-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC04060A, DESCRIPTION 1.	151861574
NW 35-18-07-3 EXT 17 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC04060A, DESCRIPTION 17.	151861585
SW 35-18-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC04060A.	144633449
NE 02-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC08018.	142145276
NW 02-19-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04160 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142145265
NW 02-19-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04160 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280007
SE 02-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 87SC07894.	142145243
SW 02-19-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04160 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142145254
SW 02-19-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04160 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142279993
NE 03-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE SC100860072.	142145311
NW 03-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE SC100860072.	142145300
SE 03-19-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04160 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280018
SE 03-19-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04160 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142145287
SW 03-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04160.	142145298
NW 09-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC01003.	142145502
NE 10-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04158.	142145546
SE 10-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04158.	142145524
NW 11-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04159.	142145568
SE 11-19-07-3 EXT 14 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04159, DESCRIPTION 14.	151739286
SW 11-19-07-3 EXT 3 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04159 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280119
SW 11-19-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04159 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280108

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SW 11-19-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 01SC04159 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142141014
NE 16-19-07-3 EXT 12 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC02141A.	164078275
BLK/PAR A-PLAN 101641991 EXT 13 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC02141C, DESCRIPTION 13.	151739321
NW 16-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC07094.	142145726
SE 16-19-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC02141A.	151803828
SW 16-19-07-3 EXT 20 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC07094, DESCRIPTION 20.	153240689
SE 17-19-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC01006.	162107715
SE 17-19-07-3 EXT 3 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC01006.	162107726
SE 19-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC16384.	142145793
SW 20-19-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC09853A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142279814
SW 20-19-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC09853A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142145838
NE 21-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC01153A.	142144567
NW 21-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC01004.	142145872
SE 21-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC01153A.	142141564
SW 21-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC01004.	142145861
NW 22-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC01153A.	142144590
SW 22-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC01153A.	142144589
NE 23-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC13696.	142144646
NW 24-19-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC02142A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280175
NW 24-19-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC02142A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142143195
SW 24-19-07-3 PLAN 102055609 EXT 1	165238724
NW 28-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 79SC01153.	142143353
SW 28-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC09853C.	142143342
NE 35-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE SC100860061.	142143645
NW 35-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE SC100860061.	142143634
SE 36-19-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 75SC02131A.	142143656
SE-5-16-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 92R21534.	110406620
SW-5-16-18-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 92R21535.	110406631
NE-17-16-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98SC04572, DESCRIPTION 51.	151641288
NW-17-16-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC14054, DESCRIPTION 78.	151641312
NW-17-16-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC14054, DESCRIPTION 52.	151641301
NW 04-19-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC07428.	144642562

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NE 05-19-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC07429.	144642618
NW 05-19-06-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC06575 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144688696
NW 05-19-06-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC06575 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144642607
NE 06-19-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC06575.	144642652
SE 06-19-06-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 78SC09890 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144688708
SE 06-19-06-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 78SC09890 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144642629
NE 07-19-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC02142.	144642696
SE 07-19-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC02141.	144642663
NE 18-19-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 74SC02189.	144643079
SE 18-19-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 74SC02189.	144657973
SW 18-19-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 64SC00977.	144643057
SW 20-19-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 96SC05721.	144657995
NE 30-19-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 90SC15081.	144641864
SE 31-19-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 88SC05367.	144641875
SW 31-19-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 75SC02131.	144657872
NW 19-20-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC06909A.	142160453
NE 30-20-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 78SC13607.	142160802
NW 30-20-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC09371.	142160790
SE 30-20-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 78SC13607.	142160789
SW 30-20-06-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 86SC10810 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280377
SW 30-20-06-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 86SC10810 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142138986
NW 31-20-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC09371.	142160824
SW 31-20-06-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC09371.	142138997
SW 01-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC13696A.	142159428
NE 02-20-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC06451 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142159473
NE 02-20-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC06451 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280388
NW 02-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC06451C.	142159462
SE 02-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC06451A.	142159451
SW 02-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 94SC06451B.	142138829
NW 12-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 85SC12196.	142156986
SE 12-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00818F.	142156964

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SW 12-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00818F.	142156975
SW 13-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00819.	142157011
NE 14-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00819.	142157077
NW 14-20-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC01722 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142157066
NW 14-20-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 00SC01722 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280445
SE 14-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 95SC13695.	142157044
SW 14-20-07-3 EXT 3 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00818A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280434
SW 14-20-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00818A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142157055
SW 14-20-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00818A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280423
NE 23-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC03396.	142157437
NW 23-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00818B.	142157426
SE 23-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC03396.	142157404
SW 23-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00818B.	142157415
NE 24-20-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC04500 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142157471
NE 24-20-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC04500 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280467
NW 24-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC14662.	142157460
NE 25-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 86SC10810A.	142157516
NW 25-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC01801.	142157505
SE 25-20-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 86SC10809 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142157482
SE 25-20-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 86SC10809 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280478
SE 25-20-07-3 EXT 3 AS DESCRIBED ON CERTIFICATE OF TITLE 86SC10809 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280489
SW 25-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 86SC10810A.	142157493
NE 26-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 93SC01802.	142157550
SE 26-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 92SC12750.	142157527
SW 26-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 99SC05957.	142157538
NE 34-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 62SC10350.	142157820
NE 35-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC00156.	142157853
NW 35-20-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC00156 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142157842

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Title	**Parcel Number**
NW 35-20-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC00156 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280557
NW 35-20-07-3 EXT 3 AS DESCRIBED ON CERTIFICATE OF TITLE 73SC00156 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142280568
SE 35-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC06823.	142157831
SW 35-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00818D.	142140530
NE 36-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 83SC07970.	142157886
SE 36-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 86SC10810A.	142157864
SW 36-20-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97SC06823.	142140541
NW 01-21-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00818.	102936988
NE 02-21-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 71SC00704 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	102937035
NE 02-21-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 71SC00704 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	102962998
SW 04-21-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 75SC08669.	102937091
NE 11-21-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00818E WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	102937383
NE 11-21-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00818E WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	102963089
SE 11-21-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00818E WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	102937350
SE 11-21-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00818E WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	102963056
SE 12-21-07-3 EXT 38 AS DESCRIBED ON CERTIFICATE OF TITLE 71SC00805, DESCRIPTION 38.	153119640
SW 12-21-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 91SC00818E.	102937406
SW 31-25-19-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 80R08505.	108266823
NE-35-25-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 87R12180.	110370721
NE-1-26-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE31560.	110370080
SE-1-26-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE31562.	110369965
NE-12-26-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 75R20731 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	110383916
NE-12-26-21-W2 TITLE NOT AVAILABLE	203171172
SE-12-26-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 83R23306.	110369011
SW-13-26-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 86R41081.	110369066
NW 16-28-30-1 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 74Y09183 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	141866556
NW 16-28-30-1 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 74Y09183 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	141808743
NE-25-28-30-W1 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 91Y06990.	141809025

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Title	**Parcel Number**
NE 33-28-30-1 EXT 1	203196607
NW 24-28-31-1 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 96Y04233.	141832582
LSD 11-31-29-31-1 EXT 71 AS DESCRIBED ON CERTIFICATE OF TITLE 92Y08781, DESCRIPTION 71.	144965694
LSD 12-31-29-31-1 EXT 72 AS DESCRIBED ON CERTIFICATE OF TITLE 92Y08781, DESCRIPTION 72.	144965706
NE 23-28-32-1 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y03640.	141847218
SW 31-28-32-1 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y02816A.	141846936
NW 36-28-32-1 EXT 6 AS DESCRIBED ON CERTIFICATE OF TITLE 91Y02560, DESCRIPTION 6.	145221218
SE 01-29-32-1 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 91Y00761.	142355527
SW 28-29-32-1 EXT 8 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y00302, DESCRIPTION 8.	148968556
SW-4-30-32-W1 AS DESCRIBED ON CERTIFICATE OF TITLE 85Y10950B, DESCRIPTION 33.	152107983
NE-5-30-32-W1 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y06490, DESCRIPTION 44.	151685938
SE-5-30-32-W1 AS DESCRIBED ON CERTIFICATE OF TITLE 02Y03883.	142349452
SW-5-30-32-W1 AS DESCRIBED ON CERTIFICATE OF TITLE 00Y08558, DESCRIPTION 16.	145104623
SW-5-30-32-W1 TITLE NOT AVAILABLE	203293010
SW-5-30-32-W1 TITLE NOT AVAILABLE	203293021
NW-6-30-32-W1 TITLE NOT AVAILABLE	203416499
SE-6-30-32-W1 AS DESCRIBED ON CERTIFICATE OF TITLE 01Y00278 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142377385
SE-6-30-32-W1 AS DESCRIBED ON CERTIFICATE OF TITLE 01Y00278 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	142353200
SW-6-30-32-W1 AS SHOWN ON PLAN 101303334	147667438
SW-6-30-32-W1 AS DESCRIBED ON CERTIFICATE OF TITLE 01Y11126A, DESCRIPTION 2.	146662038
SW-7-30-32-W1 AS DESCRIBED ON CERTIFICATE OF TITLE 99Y02606.	142349519
SE 01-29-33-1 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y02815B.	144419092
NW-25-28-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y06464.	144152502
NE 26-28-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 98Y01262.	144183146
SW 26-28-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 98Y07170B.	144183135
LSD 9-27-28-01-2 EXT 28 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y03414A, DESCRIPTION 28.	151797123
LSD 10-27-28-01-2 EXT 29 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y03414A, DESCRIPTION 29.	151797134
LSD 15-27-28-01-2 EXT 31 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y03418, DESCRIPTION 31.	151797145
LSD 16-27-28-01-2 EXT 32 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y03418, DESCRIPTION 32.	151797156
SE 27-28-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y03414.	144183157
NE-28-28-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y04226.	144152535
NW-28-28-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y04226A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144314872

Legal Description	
Title	**Parcel Number**
NW-28-28-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y04226A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144314861
NW-28-28-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y04226A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144183203
NW-28-28-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y04226A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144314883
NW-32-28-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00Y00120A.	144181908
NE 34-28-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 98Y04919.	144181997
NW 34-28-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y03711.	144181986
SE 34-28-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y03422.	144181964
NE 35-28-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 92Y02196.	144182033
SE 35-28-01-2 EXT 5	203235814
SW 35-28-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y03461.	144182011
NE 36-28-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y10306.	144182077
NW 36-28-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 98Y01262A.	144182066
SE 36-28-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y06465.	144182044
SW 02-29-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 99Y03035.	144346709
NE 03-29-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y04436.	144346765
NW 03-29-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 00Y09687A.	144346754
SE 03-29-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y04223.	144346732
SE-4-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95Y03688, DESCRIPTION 7.	149714062
SE-4-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95Y03688, DESCRIPTION 8.	149714107
SE-4-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95Y03688, DESCRIPTION 9.	149714129
SE-4-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95Y03688, DESCRIPTION 31.	149714084
NE-5-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 77Y02598, DESCRIPTION 8.	151722053
NE-5-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 77Y02598, DESCRIPTION 9.	151722064
NW-5-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00Y00120, DESCRIPTION 14.	151095764
NW-5-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 98Y11647B, DESCRIPTION 1.	151095775
NW-5-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 98Y11647A, DESCRIPTION 5.	151095786
NE-6-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01Y02998, DESCRIPTION 61.	151721951
NE-6-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01Y02998, DESCRIPTION 59.	151721939
NE-6-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01Y02999, DESCRIPTION 57.	151721995
NE-6-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01Y02999, DESCRIPTION 56.	151721973
NW-6-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y01027, DESCRIPTION 65.	151721894

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Title	**Parcel Number**
SE-6-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 81Y05374 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144357273
SE-6-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 81Y05374 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144346855
SW-6-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01Y02997 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144346866
SW-6-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01Y02997 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	144357284
NE-7-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 72Y03456.	144346923
SE-7-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 74Y10480, DESCRIPTION 83.	151721748
SE-7-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 81Y10670, DESCRIPTION 82.	151721771
SE-7-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 74Y10480, DESCRIPTION 84.	151721759
SE-7-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 81Y10670, DESCRIPTION 81.	151721760
SW-7-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 87Y07667.	144346901
NE-8-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y10340.	144346967
NW-8-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99Y03819.	144346956
SE-8-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 93Y03061.	144346934
SW-8-29-1-W2 TITLE NOT AVAILABLE	202786140
SW-8-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 98Y11647C, DESCRIPTION 9.	151095809
NW 10-29-01-2 EXT 1	166004827
SE 10-29-01-2 EXT 86 AS DESCRIBED ON CERTIFICATE OF TITLE 94Y10641, DESCRIPTION 86.	151721636
SW 10-29-01-2 EXT 89 AS SHOWN ON PLAN 101927527	163532853
SE 16-29-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 96Y01485.	144347250
SW 16-29-01-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 00Y09687B.	144347261
NE-17-29-1-W2 AS SHOWN ON PLAN 102016505	164747975
NW-17-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 98Y11647.	144326538
SE-17-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 80Y06226.	144347283
SW-17-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 72Y04424.	144347294
SE-18-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 88Y03561.	144347317
SW-18-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99Y02736, DESCRIPTION 10.	151721355
SE-20-29-1-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 86Y01865.	144347373
SE 24-29-01-2 EXT 1	202894870
SW 24-29-01-2 EXT 1	202894858
SE-1-29-2-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01Y02996.	144327696
NE-23-30-2-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y02569A, DESCRIPTION 70.	151793714
NW-23-30-2-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y02569A.	153703021

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Title	**Parcel Number**
NW-23-30-2-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y02569A.	153703010
NW-23-30-2-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y02569A, DESCRIPTION 71.	151793736
SE-23-30-2-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97Y02569.	144334245
NE-2-26-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 73R14538.	108652811
SE-2-26-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 77R12559.	108652787
NW-5-26-19-W2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 95R05704.	108652923
SE 06-26-19-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 94R61340A.	108652945
SW 06-26-19-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 94R61340B.	108652956
SW-7-26-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97R76787B.	108652990
NE-18-26-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R04746.	108650842
NW-18-26-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R05843.	108650831
NE-31-26-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01SE07753 .	108274855
NE-33-26-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 85R19462.	108274877
NW-33-26-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 83R22595.	108651315
SE-33-26-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 85R24080.	108651292
SW-33-26-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89R14709.	108651304
NW-3-27-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89H07030.	113593822
SW-3-27-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 88H05972.	113593811
NE-6-27-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 90H04128.	113593956
NW-6-27-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00H05391B.	113593945
SE-7-27-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 90H04128.	113593967
SW-7-27-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00H05391A.	113593978
SW-10-27-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01H03386.	113594092
NE-17-27-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 79H07652.	113594395
SE-20-27-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 79H07652A.	113594485
SW-20-27-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 90H05863.	113594496
NW-21-27-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 88H01556.	113594531
SW-21-27-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 79H07652.	113594520
NE-3-28-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 85H01709.	113592933
NW-11-28-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 80H02117.	113591112
SW-11-28-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 85H01709A.	113591101
NE-14-28-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94H04526A, DESCRIPTION 10.	152272447
NW-14-28-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94H10181.	113591235
SE-14-28-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 90H00384.	113591213
NE-15-28-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94H10182.	113591280
SE-15-28-19-W2 TITLE NOT AVAILABLE	203226386
SE-23-28-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94H10184.	113591516
SW-23-28-19-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94H10185.	113591527
SE-24-28-19-W2 TITLE NOT AVAILABLE	203755552

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NE-21-25-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R19738A.	108664993
NW-21-25-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 81R45379, DESCRIPTION 12.	144953488
SE-28-25-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R19737.	108641336
SW-28-25-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R19737.	108641347
NE-32-25-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 92R12156.	108641527
NW-32-25-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 92R12201.	108641516
SE-32-25-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R13173A.	108641493
SW-32-25-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 92R12157.	108641505
NE-33-25-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 83R12541.	108641572
NW-33-25-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R13173.	108641561
NW-34-25-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 96R12591.	108641606
NE 36-25-20-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 94R61340.	108664230
NW-1-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97R56506.	108297063
NW-3-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 85R57147.	108297085
SE-4-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 80R24499, DESCRIPTION 7.	145339555
SW-4-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 94R13174.	108670260
SE-6-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 85R00848.	108660708
SW-6-26-20-W2 TITLE NOT AVAILABLE	202780425
SW-7-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 83R18011.	108660753
NW-9-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 75R25435.	108660843
NW-10-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 78R08867.	108660887
SE-10-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 91R02005.	108660865
SW-10-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 79R01630.	108660876
NW-12-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 93R05551.	108660966
SE-12-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97R76787.	108660944
SW-12-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97R56507, DESCRIPTION 3.	145115186
NE-13-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R04745.	108661013
NW-13-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 76R29017.	108661002
SE-13-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95R05844.	108660988
SW-13-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 76R29017.	108660999
NE-14-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 93R05551A.	108661057
SW-16-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 75R25436.	108661114
SE-17-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 77R01159.	108661147
SE-23-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97R56508.	108661383
NE-32-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89R65250.	108268184
NW-32-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 85R43855.	108268173
SE-32-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89R65250.	108667840
SW-32-26-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 85R43855.	108667851

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Title	**Parcel Number**
NW-3-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95H10479(1)A.	113613207
SW-3-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95H10479(1)A.	113602317
NE-4-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99H00719.	113613230
NW-4-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01H04026.	113613229
SE-4-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 86H06513.	113602328
SW-4-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 86H06513.	113602339
NE-5-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 76H03080, DESCRIPTION 9.	152450658
NW-5-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 76H03080.	113613252
SE-5-27-20-W2 AS SHOWN ON PLAN 101835378	161628408
SW-5-27-20-W2 AS SHOWN ON PLAN 101835378	161628420
SE-8-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 67H04289.	113613353
SW-8-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 67H04289.	113613364
SE-9-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89H09620, DESCRIPTION 5.	152450849
SW-9-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 89H09620A.	113613409
SW-10-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 95H10479(1).	113613443
NW-14-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 87H07585A.	113613612
NE-22-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 87H07585C.	113613948
SE-22-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 87H07585C.	113613915
SW-23-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 87H07585D.	113613960
SE-32-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99H04930(1).	113611913
NW-33-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 83H11625.	113611979
SW-33-27-20-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 99H04930(1).	113611968
NE-9-29-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00H00656.	112813804
SE-9-29-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00H00656 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	112886624
SE-9-29-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00H00656 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	112813770
SW-9-29-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00H00656 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	112886635
SW-9-29-21-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 00H00656 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	112813781
SW-18-29-7-W3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 00MW11585 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	119822058
NW-18-29-7-W3 EXT 8 AS DESCRIBED ON CERTIFICATE OF TITLE 69S19503, DESCRIPTION 8.	145747200
SW-18-29-7-W3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 00MW11585 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	119808962
SE-18-30-7-W3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 65S15376A.	119583805
SW 18-30-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 96S56944.	119583816

Legal Description	
Title	**Parcel Number**
NE 34-30-07-3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 88S20852 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	119583007
NE 34-30-07-3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 88S20852 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	119720606
NW 35-30-07-3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 88S20852.	119581601
NW-19-31-31-W1 AS DESCRIBED ON CERTIFICATE OF TITLE 80Y08026.	143962522
NE-22-31-31-W1 AS DESCRIBED ON CERTIFICATE OF TITLE 90Y01351.	142535752
NE-23-31-32-W1 AS DESCRIBED ON CERTIFICATE OF TITLE 01Y04163 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	143493385
NE-23-31-32-W1 AS DESCRIBED ON CERTIFICATE OF TITLE 01Y04163 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	143494881
SE-24-31-32-W1 AS DESCRIBED ON CERTIFICATE OF TITLE 01Y04164, DESCRIPTION 20.	151455562
SW-24-31-32-W1 AS DESCRIBED ON CERTIFICATE OF TITLE 01Y04164, DESCRIPTION 21.	151455584
NE-34-31-7-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 82S45665.	119443855
NW-34-31-7-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 85S25039 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	119522741
NW-34-31-7-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 85S25039 WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	119443844
SE-34-31-7-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 97S39227A.	119443833
NW-35-31-7-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 79S16122.	119443877
SE-3-32-7-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 81S43620.	119442416
SW-3-32-7-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 92S10946.	119442427
NW-23-43-10-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 91B16443.	131024696
SW-26-44-11-W3 AS SHOWN ON PLAN 101894137	161620208
SE-16-44-12-W3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 76B00098.	130806693
NW-17-44-12-W3 EXT 1 AS DESCRIBED ON CERTIFICATE OF TITLE 82B00256A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	130806749
NW-17-44-12-W3 EXT 2 AS DESCRIBED ON CERTIFICATE OF TITLE 82B00256A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	130913052
SW-17-44-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 82B00256A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	130913041
SW-17-44-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 82B00256A WHICH DESCRIBES THIS PARCEL AND OTHER PARCEL(S) WITH THE SAME LAND DESCRIPTION TIED TO THIS ONE.	130787174
SW-20-44-12-W3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 82B00256A.	130787208
NE-29-44-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98B11001.	130807122
SE-29-44-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98B11001.	130784935
SE-32-44-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 91B14554.	130807199
SW-32-44-12-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 91B14553.	130784968

Legal Description	
Title	**Parcel Number**
NE-3-45-13-W3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 01B06632.	128876989
SE-3-45-13-W3 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 01B06632.	128876923
NW-28-44-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 65B00829.	130800732
NE-29-44-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 65B00829.	130800787
NW-29-44-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 81B09526.	130800776
SW-29-44-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 65B00829.	130800765
SE-32-44-14-W3 AS DESCRIBED ON CERTIFICATE OF TITLE 98B17371.	130800877
NW 32-51-23-2 EXT 77 AS DESCRIBED ON CERTIFICATE OF TITLE 84PA04272, DESCRIPTION 77.	147790750
NW-35-51-24-W2 BLK / PAR A PLAN 104446681 EXT. 0	204133092
SW-32-51-23-W2 TITLE NOT AVAILABLE	203813243
NW-3-52-23-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 84PA15118.	135338520
NW-4-52-23-W2 TITLE NOT AVAILABLE	203408760
NW-4-52-23-W2 TITLE NOT AVAILABLE	203408759
SW 06-52-23-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 84PA04272A.	135338632
NW 06-52-23-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97PA05656.	135338643
NW-7-52-23-W2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 77PA23764.	135338687
SE 18-52-23-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 86PA09242.	135339105
NE 18-52-23-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 97PA05656A.	135339138
SW 18-52-23-2 EXT 0 AS DESCRIBED ON CERTIFICATE OF TITLE 77PA24586.	135339116
NE-20-52-23-W2 TITLE NOT AVAILABLE	203928857
SE-20-52-23-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 01PA11414A.	135339183
NE 01-52-24-2 PLAN 102342631 EXT 0	203812141
SW-2-52-24-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 86PA09107A.	133945454
NE-12-52-24-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 90PA21743.	133927780
NW-12-52-24-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 97PA05657.	133927779
SW-12-52-24-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 88PA10424B.	133927768
SE-9-53-24-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 65PA02836.	133839074
SW-9-53-24-W2 AS DESCRIBED ON CERTIFICATE OF TITLE 65PA02836.	133839085
BLK/PAR AA-PLAN 102236600 EXT 0	155963874

3. **British Columbia**

Legal Description
DISTRICT LOT 90 KAMLOOPS DIVISION YALE DISTRICT EXCEPT (1) PART LYINGEAST OF THE EASTERLY BOUNDARY OF PLAN KAP52102 (2) PLAN KAP52102
DISTRICT LOT 91 KAMLOOPS DIVISION YALE DISTRICT EXCEPT PLAN KAP52102
THOSE PARTS OF LEGAL SUBDIVISIONS 11, 12 AND 13 SECTION 3 TOWNSHIP 22 RANGE25 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT WHICH ARE NOTCONTAINED WITHIN THE LIMITS OF DISTRICT LOT 90 KAMLOOPS DIVISION YALE

Legal Description
DISTRICT AS SHOWN ON A PLAN OF THE SOUTH EAST 1/4 OF SAID TOWNSHIP DATED INOTTAWA 17TH DAY OF SEPTEMBER, 1909 CONTAINING 41.40 ACRES MORE OR LESS
THE NORTH EAST 1/4 SECTION 17 TOWNSHIP 22 RANGE 25 WEST OF THE 6THMERIDIAN KAMLOOPS DIVISION YALE DISTRICT
THAT PART NORTH WEST 1/4 SECTION 16 TOWNSHIP 22 RANGE 25 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT WHICH IS NOT INCLUDED WITHIN THE LIMITS OF DISTRICT LOT 94 KAMLOOPS DIVISION YALE (FORMERLY LILLOOET) DISTRICT
THAT PART NORTH 1/2 OF THE SOUTH WEST 1/4 SECTION 16 TOWNSHIP 22 RANGE 25WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT WHICH IS NOT INCLUDED WITHIN THE LIMITS OF DISTRICT LOT 94 KAMLOOPS DIVISION YALE (FORMERLY LILLOOET) DISTRICT
PARCEL B (SEE S34423F) OF THE NORTHEAST 1/4 OF SECTION 16 TOWNSHIP 22RANGE 25 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
DISTRICT LOT 92 KAMLOOPS DIVISION YALE DISTRICT
DISTRICT LOT 91 KAMLOOPS DIVISION YALE (FORMERLY LILLOOET) DISTRICT
PARCEL A (DD S34423F) OF THE SOUTH EAST 1/4 SECTION 16 TOWNSHIP 22 RANGE 25WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
THAT PART FRACTIONAL SOUTH EAST 1/4 SECTION 16 LYING SOUTH OF THE NORTHERLY40 ACRES THEREOF AS SHOWN ON PLAN OF THE SOUTH WEST 1/4 OF SAID TOWNSHIP DATED AT OTTAWA 11TH JUNE, 1917 AND SAID TO CONTAIN 27.20 ACRES MORE OR LESSTOWNSHIP 22 RANGE 25 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
THAT PART NORTHERLY 40 ACRES OF FRACTIONAL SOUTH EAST 1/4 SECTION 16 SHOWN ONPLAN B646 TOWNSHIP 22 RANGE 25 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
DISTRICT LOT 94 KAMLOOPS DIVISION YALE (FORMERLY LILLOOET) DISTRICT EXCEPTPLANS 29412 34008 AND H8364
DISTRICT LOT 76 LILLOOET DISTRICT EXCEPT PLANS 19243, 20570, 21494, 22109,30953, 30954 AND H13174
DISTRICT LOT 77 LILLOOET DISTRICT EXCEPT PART COLOURED RED ON PLAN A201
DISTRICT LOT 78 LILLOOET DISTRICT
DISTRICT LOT 79 LILLOOET DISTRICT
DISTRICT LOT 80 LILLOOET DISTRICT EXCEPT PLAN 21306
DISTRICT LOT 130 LILLOOET DISTRICT
DISTRICT LOT 131 LILLOOET DISTRICT
DISTRICT LOT 132 LILLOOET DISTRICT EXCEPT PLAN 21861
DISTRICT LOT 190 LILLOOET DISTRICT EXCEPT PLAN 21861 AND H13174
LOT 1 DISTRICT LOT 190 LILLOOET DISTRICT PLAN 21861
LOT 2 DISTRICT LOT 132 LILLOOET DISTRICT PLAN 21861
DISTRICT LOT 191 LILLOOET DISTRICT EXCEPT PLAN H13174
DISTRICT LOT 192 LILLOOET DISTRICT
DISTRICT LOT 215 LILLOOET DISTRICT
DISTRICT LOT 232 LILLOOET DISTRICT
DISTRICT LOT 244 LILLOOET DISTRICT EXCEPT PART COLOURED RED ON PLAN A201
DISTRICT LOT 357 LILLOOET DISTRICT

Legal Description
DISTRICT LOT 358 LILLOOET DISTRICT EXCEPT: (1) PARCEL A (PLAN B7138) (2) PLANS 21349, 21582, 20470, 21587, 19250, 24562, 32352, H12730 ANDH10068
DISTRICT LOT 549 LILLOOET DISTRICT
DISTRICT LOT 608 LILLOOET DISTRICT EXCEPT PART COLOURED RED ON PLAN A201
DISTRICT LOT 627 LILLOOET DISTRICT
DISTRICT LOT 680 LILLOOET DISTRICT
DISTRICT LOT 782 LILLOOET DISTRICT
DISTRICT LOT 783 LILLOOET DISTRICT EXCEPT PLANS 19243, 22109, 30952AND H13174
DISTRICT LOT 784 LILLOOET DISTRICT
DISTRICT LOT 788 LILLOOET DISTRICT
DISTRICT LOT 796 LILLOOET DISTRICT
DISTRICT LOT 1084 LILLOOET DISTRICT EXCEPT PLAN H13174
THE FRACTIONAL SOUTH 1/2 OF DISTRICT LOT 2830 LILLOOET DISTRICT
THE FRACTIONAL SOUTHEAST 1/4 OF DISTRICT LOT 2831 LILLOOET DISTRICT
BLOCK B OF THE NORTHEAST 1/4 OF DISTRICT LOT 2832 LILLOOET DISTRICT
THE FRACTIONAL SOUTHEAST 1/4 OF DISTRICT LOT 2832 LILLOOET DISTRICT EXCEPTPLAN 41868
THE FRACTIONAL EAST 1/2 OF DISTRICT LOT 2840 LILLOOET DISTRICT
THE FRACTIONAL EAST 1/2 OF DISTRICT LOT 2842 LILLOOET DISTRICTEXCEPT PLAN 41870
THE FRACTIONAL SOUTH WEST 1/4 DISTRICT LOT 3545 LILLOOET DISTRICT
DISTRICT LOT 3547 LILLOOET DISTRICT EXCEPT PLAN 21592
THE FRACTIONAL NORTH 1/2 DISTRICT LOT 3549 LILLOOET DISTRICT
THE FRACTIONAL SOUTH 1/2 DISTRICT LOT 3549 LILLOOET DISTRICT
DISTRICT LOT 3550 LILLOOET DISTRICT
DISTRICT LOT 3555 LILLOOET DISTRICT
DISTRICT LOT 3556 LILLOOET DISTRICT
DISTRICT LOT 3557 LILLOOET DISTRICT
DISTRICT LOT 3559 LILLOOET DISTRICT
DISTRICT LOT 3560 LILLOOET DISTRICT EXCEPT PLANS 19250, 19765, 23784, 30951,30952 AND H12730
DISTRICT LOT 3590 LILLOOET DISTRICT
DISTRICT LOT 3591 LILLOOET DISTRICT
DISTRICT LOT 3592 LILLOOET DISTRICT
DISTRICT LOT 3593 LILLOOET DISTRICT
DISTRICT LOT 3594 LILLOOET DISTRICT
DISTRICT LOT 3595 LILLOOET DISTRICT EXCEPT PLAN H13174
DISTRICT LOT 3596 LILLOOET DISTRICT EXCEPT PLAN H13174
DISTRICT LOT 3597 LILLOOET DISTRICT
DISTRICT LOT 3598 LILLOOET DISTRICT

Legal Description
DISTRICT LOT 3599 LILLOOET DISTRICT EXCEPT PLAN H13174
DISTRICT LOT 3600 LILLOOET DISTRICT
DISTRICT LOT 3601 LILLOOET DISTRICT
DISTRICT LOT 3602 LILLOOET DISTRICT
DISTRICT LOT 3604 LILLOOET DISTRICT
DISTRICT LOT 3695 LILLOOET DISTRICT
THE FRACTIONAL SOUTH EAST 1/4 DISTRICT LOT 3696 LILLOOET DISTRICT
DISTRICT LOT 3699 LILLOOET DISTRICT
DISTRICT LOT 3702 LILLOOET DISTRICT
DISTRICT LOT 3703 LILLOOET DISTRICT
DISTRICT LOT 3704 LILLOOET DISTRICT
THE FRACTIONAL SOUTH 1/2 DISTRICT LOT 3706 LILLOOET DISTRICT
DISTRICT LOT 4217 LILLOOET DISTRICT
DISTRICT LOT 4234 LILLOOET DISTRICT
DISTRICT LOT 4235 LILLOOET DISTRICT
LOT 41 DISTRICT LOTS 199 AND 3552 LILLOOET DISTRICT PLAN 19245 EXCEPT PLANS 24853 AND 31006
DISTRICT LOT 1339 KAMLOOPS DIVISION YALE DISTRICT EXCEPT PLANS B831 AND A668
DISTRICT LOT 1149 KAMLOOPS DIVISION YALE DISTRICT
DISTRICT LOT 1315 KAMLOOPS DIVISION YALE DISTRICT EXCEPT PART SHOWN AS RIGHT OF WAY ON PLAN ATTACHED TO DD 23778
DISTRICT LOT 4689 LILLOOET DISTRICT
DISTRICT LOT 4687 LILLOOET DISTRICT
DISTRICT LOT 2984 LILLOOET DISTRICT
DISTRICT LOT 298 LILLOOET DISTRICT
DISTRICT LOT 297 LILLOOET DISTRICT
DISTRICT LOT 2981 LILLOOET DISTRICT
DISTRICT LOT 2982 LILLOOET DISTRICT
DISTRICT LOT 2973 LILLOOET DISTRICT
DISTRICT LOT 299 LILLOOET DISTRICT
DISTRICT LOT 296 LILLOOET DISTRICT
DISTRICT LOT 4946 LILLOOET DISTRICT
BLOCK B OF DISTRICT LOT 4966 AND 6076 CARIBOO DISTRICT
DISTRICT LOT 11536 CARIBOO DISTRICT
DISTRICT LOT 11582 CARIBOO DISTRICT
DISTRICT LOT 12133 CARIBOO DISTRICT
DISTRICT LOT 12134 CARIBOO DISTRICT
DISTRICT LOT 12262 CARIBOO DISTRICT

Legal Description
DISTRICT LOT 11537 CARIBOO DISTRICT
DISTRICT LOT 11583 CARIBOO DISTRICT
DISTRICT LOT 12193 CARIBOO DISTRICT
LOT A DISTRICT LOTS 6095 AND 6096 CARIBOO DISTRICT PLAN 30373
DISTRICT LOT 12098 CARIBOO DISTRICT
DISTRICT LOT 647 CARIBOO DISTRICT
DISTRICT LOT 5780 CARIBOO DISTRICT
DISTRICT LOT 12135 CARIBOO DISTRICT
DISTRICT LOT 12136 CARIBOO DISTRICT
DISTRICT LOT 12006 CARIBOO DISTRICT
DISTRICT LOT 12005 CARIBOO DISTRICT
DISTRICT LOT 6108 CARIBOO DISTRICT
LOT 1 DISTRICT LOTS 6101 AND 6102 CARIBOO DISTRICT PLAN 33492
DISTRICT LOT 11646 CARIBOO DISTRICT
DISTRICT LOT 3289 CARIBOO DISTRICT
DISTRICT LOT 270 CARIBOO DISTRICT
DISTRICT LOT 642 CARIBOO DISTRICT
DISTRICT LOT 643 CARIBOO DISTRICT
THE SOUTH 1/2 OF DISTRICT LOT 4967 CARIBOO DISTRICT
THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF DISTRICT LOT 6086 CARIBOO DISTRICT
THE SOUTH WEST 1/4 OF DISTRICT LOT 6078 CARIBOO DISTRICT EXCEPT PLAN EPP139406
THE SOUTH 1/2 OF DISTRICT LOT 6103 CARIBOO DISTRICT
DISTRICT LOT 6080 CARIBOO DISTRICT
DISTRICT LOT 6081 CARIBOO DISTRICT
DISTRICT LOT 6082 CARIBOO DISTRICT
DISTRICT LOT 6085 CARIBOO DISTRICT
DISTRICT LOT 6075 CARIBOO DISTRICT
DISTRICT LOT 6079 CARIBOO DISTRICT
THE EAST 1/2 OF DISTRICT LOT 6073 CARIBOO DISTRICT
THE WEST 1/2 OF DISTRICT LOT 6073 CARIBOO DISTRICT
THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF DISTRICT LOT 7016 CARIBOO DISTRICT
THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF DISTRICT LOT 7014 CARIBOO DISTRICT
THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF DISTRICT LOT 7015 CARIBOO DISTRICT
THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF DISTRICT LOT 7016 CARIBOO DISTRICT
THE NORTH 1/2 OF DISTRICT LOT 4967 CARIBOO DISTRICT
DISTRICT LOT 501 CARIBOO DISTRICT

Legal Description
DISTRICT LOT 12602 CARIBOO DISTRICT
DISTRICT LOT 1913 CARIBOO DISTRICT
DISTRICT LOT 9647 CARIBOO DISTRICT
THE NORTH EAST 1/4 OF DISTRICT LOT 6049 CARIBOO DISTRICT
DISTRICT LOT 236 CARIBOO DISTRICT
DISTRICT LOT 1914 CARIBOO DISTRICT
THE NORTH WEST 1/4 OF DISTRICT LOT 6049 CARIBOO DISTRICT
DISTRICT LOT 152 CARIBOO DISTRICT EXCEPT PLAN PGP35965
DISTRICT LOT 1915 CARIBOO DISTRICT EXCEPT PLAN PGP35965
DISTRICT LOT 12603 CARIBOO DISTRICT
DISTRICT LOT 102 CARIBOO DISTRICT
DISTRICT LOT 103 CARIBOO DISTRICT
DISTRICT LOT 112 CARIBOO DISTRICT
DISTRICT LOT 150 CARIBOO DISTRICT
DISTRICT LOT 151 CARIBOO DISTRICT
THE EAST 1/2 OF DISTRICT LOT 293 CARIBOO DISTRICT
DISTRICT LOT 593 CARIBOO DISTRICT
DISTRICT LOT 645 CARIBOO DISTRICT
DISTRICT LOT 653 CARIBOO DISTRICT EXCEPT PLAN B1946
THAT PART OF DISTRICT LOT 653 CARIBOO DISTRICT AS SHOWN ON PLAN B1946
DISTRICT LOT 847A CARIBOO DISTRICT
DISTRICT LOT 1907 CARIBOO DISTRICT
DISTRICT LOT 1909 CARIBOO DISTRICT
DISTRICT LOT 1910 CARIBOO DISTRICT
DISTRICT LOT 5779 CARIBOO DISTRICT
THE EAST 1/2 OF DISTRICT LOT 6047 CARIBOO DISTRICT
THE WEST 1/2 OF DISTRICT LOT 6047 CARIBOO DISTRICT
DISTRICT LOT 6048 CARIBOO DISTRICT
THE FRACTIONAL SOUTH 1/2 OF DISTRICT LOT 6050 CARIBOO DISTRICT
THE NORTH 1/2 OF DISTRICT LOT 6050 CARIBOO DISTRICT
DISTRICT LOT 8680 CARIBOO DISTRICT
DISTRICT LOT 8683 CARIBOO DISTRICT
DISTRICT LOT 9180 CARIBOO DISTRICT
DISTRICT LOT 9181 CARIBOO DISTRICT
DISTRICT LOT 9571 CARIBOO DISTRICT
DISTRICT LOT 9572 CARIBOO DISTRICT
DISTRICT LOT 9718 CARIBOO DISTRICT

Legal Description
DISTRICT LOT 9870 CARIBOO DISTRICT
DISTRICT LOT 11716 CARIBOO DISTRICT
DISTRICT LOT 12481 CARIBOO DISTRICT
DISTRICT LOT 110 CARIBOO DISTRICT
DISTRICT LOT 8687 CARIBOO DISTRICT
DISTRICT LOT 6055 CARIBOO DISTRICT
DISTRICT LOT 9841 CARIBOO DISTRICT
DISTRICT LOT 9809 CARIBOO DISTRICT
THE NORTH EAST 1/4 OF THE FRACTIONAL NORTH EAST 1/4 OF DISTRICT LOT 7028 CARIBOO DISTRICT
DISTRICT LOT 711 CARIBOO DISTRICT
DISTRICT LOT 712 CARIBOO DISTRICT
DISTRICT LOT 644 CARIBOO DISTRICT
DISTRICT LOT 111 CARIBOO DISTRICT
DISTRICT LOT 9558 CARIBOO DISTRICT
DISTRICT LOT 1394 LILLOOET DISTRICT
DISTRICT LOT 3876 LILLOOET DISTRICT
DISTRICT LOT 4914 LILLOOET DISTRICT
DISTRICT LOT 5339 LILLOOET DISTRICT
THE SOUTH 1/2 OF DISTRICT LOT 3875 LILLOOET DISTRICT
DISTRICT LOT 4964 LILLOOET DISTRICT
DISTRICT LOT 3858 LILLOOET DISTRICT
DISTRICT LOT 3859 LILLOOET DISTRIC
DISTRICT LOT 4904 LILLOOET DISTRICT
DISTRICT LOT 4910 LILLOOET DISTRICT
DISTRICT LOT 5131 LILLOOET DISTRICT
DISTRICT LOT 1385 LILLOOET DISTRICT
DISTRICT LOT 1387 LILLOOET DISTRICT
BLOCK A DISTRICT LOT 1625 LILLOOET DISTRICT
BLOCK A OF DISTRICT LOT 1628 LILLOOET DISTRICT
DISTRICT LOT 3855 LILLOOET DISTRICT
DISTRICT LOT 4919 LILLOOET DISTRICT
DISTRICT LOT 5130 LILLOOET DISTRICT
DISTRICT LOT 1386 LILLOOET DISTRICT
DISTRICT LOT 2 GROUP 2 LILLOOET DISTRICT
DISTRICT LOT 18 LILLOOET DISTRICT EXCEPT PLANS A46, 6746, 29614, 30071, H13684, H16870 AND A17916
DISTRICT LOT 19 LILLOOET DISTRICT EXCEPT PLAN B4652

Legal Description
DISTRICT LOT 20 LILLOOET DISTRICT
DISTRICT LOT 21 LILLOOET DISTRICT
DISTRICT LOT 22 LILLOOET DISTRICT
DISTRICT LOT 38 LILLOOET DISTRICT EXCEPT PLANS A46 AND H16870
DISTRICT LOT 39 LILLOOET DISTRICT EXCEPT PLANS A46 AND H16870
DISTRICT LOT 40 LILLOOET DISTRICT EXCEPT PLANS A46 AND H16870
DISTRICT LOT 56 LILLOOET DISTRICT
DISTRICT LOT 58 LILLOOET DISTRICT EXCEPT PLAN H14422
DISTRICT LOT 59 LILLOOET DISTRICT EXCEPT PLAN H14422
DISTRICT LOT 60 LILLOOET DISTRICT EXCEPT PLAN H14422
DISTRICT LOT 62 LILLOOET DISTRICT
DISTRICT LOT 63 LILLOOET DISTRICT
DISTRICT LOT 64 LILLOOET DISTRICT
DISTRICT LOT 385 LILLOOET DISTRICT
DISTRICT LOT 536 LILLOOET DISTRICT EXCEPT PLANS A45, A632, A747 AND H18038
DISTRICT LOT 652 LILLOOET DISTRICT EXCEPT PLAN H16781
DISTRICT LOT 660 LILLOOET DISTRICT
DISTRICT LOT 661 LILLOOET DISTRICT EXCEPT PLANS H16781 AND KAP68889
DISTRICT LOT 877 LILLOOET DISTRICT
DISTRICT LOT 878 LILLOOET DISTRICT
DISTRICT LOT 879 LILLOOET DISTRICT
DISTRICT LOT 880 LILLOOET DISTRICT
DISTRICT LOT 881 LILLOOET DISTRICT
DISTRICT LOT 882 LILLOOET DISTRICT
DISTRICT LOT 883 LILLOOET DISTRICT
DISTRICT LOT 885 LILLOOET DISTRICT
DISTRICT LOT 886 LILLOOET DISTRICT
THE WEST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF DISTRICT LOT 887 LILLOOET DISTRICT
DISTRICT LOT 911 LILLOOET DISTRICT
DISTRICT LOT 912 LILLOOET DISTRICT
DISTRICT LOT 913 LILLOOET DISTRICT
DISTRICT LOT 914 LILLOOET DISTRICT
DISTRICT LOT 999 LILLOOET DISTRICT
DISTRICT LOT 1001 LILLOOET DISTRICT EXCEPT PLANS A45 AND H16781
DISTRICT LOT 1002 LILLOOET DISTRICT
DISTRICT LOT 1590 LILLOOET DISTRICT EXCEPT PLAN H16781
DISTRICT LOT 3626 LILLOOET DISTRICT EXCEPT PLAN H16781

Legal Description
DISTRICT LOT 3627 LILLOOET DISTRICT
DISTRICT LOT 3629 LILLOOET DISTRICT EXCEPT PLAN H16781
DISTRICT LOT 3630 LILLOOET DISTRICT EXCEPT PLAN H16781
DISTRICT LOT 3631 LILLOOET DISTRICT
DISTRICT LOT 3632 LILLOOET DISTRICT
DISTRICT LOT 3633 LILLOOET DISTRICT EXCEPT PLAN H16870
DISTRICT LOT 3635 LILLOOET DISTRICT
DISTRICT LOT 3636 LILLOOET DISTRICT
DISTRICT LOT 3759 LILLOOET DISTRICT
DISTRICT LOT 5255 LILLOOET DISTRICT EXCEPT PLAN H14422
DISTRICT LOT 5256 LILLOOET DISTRICT EXCEPT PLAN H14422
DISTRICT LOT 889 LILLOOET DISTRICT EXCEPT: (1) PART 3.38 ACRES MORE OR LESS SHOWN ON PLAN A46 (2) PLAN H16870
DISTRICT LOT 1589 LILLOOET DISTRICT EXCEPT: (1) PART OF THE NORTH 1/2 OF DISTRICT LOT 1589 WEST OF PLANS A632 AND A747 (2) PLANS A45, A632, A747, A18695 AND H18367
DISTRICT LOT 739 LILLOOET DISTRICT EXCEPT PLAN H14422
DISTRICT LOT 738 LILLOOET DISTRICT EXCEPT PLAN H14422
DISTRICT LOT 596 CARIBOO DISTRICT
DISTRICT LOT 6083 CARIBOO DISTRICT
LOT A DISTRICT LOT 3188 OSOYOOS DIVISION YALE DISTRICT PLAN 26860 EXCEPT PLANS KAP63607 AND EPP117808
Blk/Par AA-Plan 102236600 Ext 0

4. **Alberta**

Legal Description
MERIDIAN 5 RANGE 1 TOWNSHIP 28 SECTION 6 QUARTER SOUTH EAST EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
MERIDIAN 5 RANGE 1 TOWNSHIP 28 SECTION 6 QUARTER SOUTH WEST EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
MERIDIAN 5 RANGE 1 TOWNSHIP 28 SECTION 5 QUARTER SOUTH WEST

Legal Description
EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
MERIDIAN 5 RANGE 1 TOWNSHIP 28 SECTION 5 QUARTER SOUTH EAST CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT THE ROAD WIDENING ON PLAN 4015JK CONTAINING 1.705 HECTARES (4.21 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS
MERIDIAN 5 RANGE 1 TOWNSHIP 27 SECTION 31 QUARTER NORTH WEST EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
MERIDIAN 5 RANGE 1 TOWNSHIP 27 SECTION 31 QUARTER NORTH EAST EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
MERIDIAN 5 RANGE 1 TOWNSHIP 27 SECTION 32 QUARTER NORTH EAST EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
MERIDIAN 5 RANGE 1 TOWNSHIP 27 SECTION 32 QUARTER NORTH WEST EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
MERIDIAN 5 RANGE 2 TOWNSHIP 28 SECTION 1 QUARTER SOUTH EAST EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
MERIDIAN 5 RANGE 1 TOWNSHIP 27 SECTION 31 QUARTER SOUTH EAST EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
MERIDIAN 5 RANGE 1 TOWNSHIP 27 SECTION 31 QUARTER SOUTH WEST EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
MERIDIAN 5 RANGE 1 TOWNSHIP 27 SECTION 32 QUARTER SOUTH WEST EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

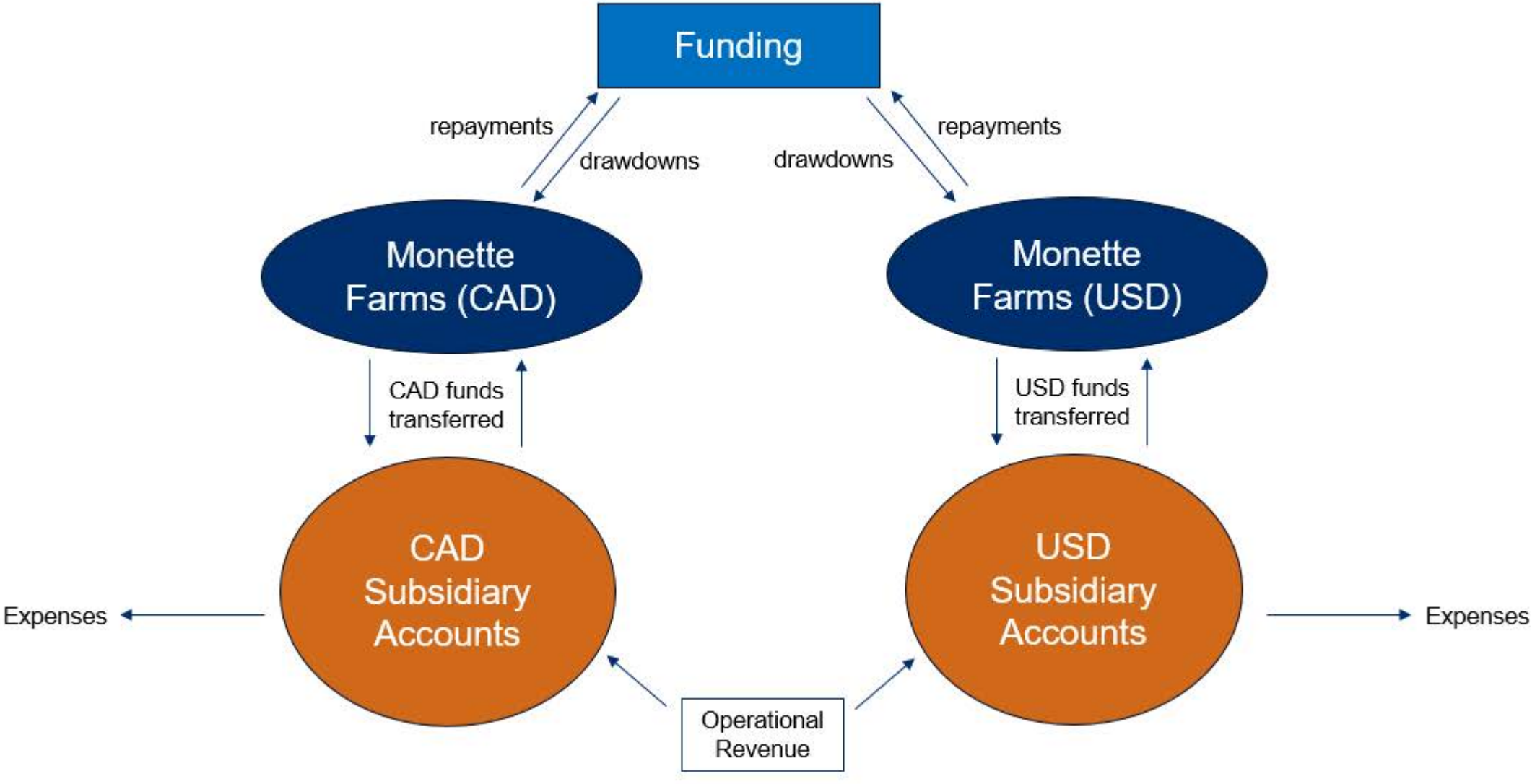
This is **Exhibit "E"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

000235


Funding
repayments
drawdowns
drawdowns
repayments
Monette Farms (CAD)
Monette Farms (USD)
CAD funds transferred
USD funds transferred
CAD Subsidiary Accounts
USD Subsidiary Accounts
Expenses
Expenses
Operational Revenue

This is **Exhibit "F"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

Kamryn Wiest

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

000237

Monette Farms Ltd.

Combined financial statements
October 31, 2024



Shape the future
with confidence

Independent auditor's report

To the Shareholders of
Monette Farms Ltd.

Qualified opinion

We have audited the combined financial statements of **Monette Farms Ltd.** [the "Group"], which comprise the combined balance sheet as at October 31, 2024, and the combined statement of retained earnings, combined statement of income (loss) and combined statement of cash flows for the year then ended, and notes to combined financial statements, including a summary of significant accounting policies.

In our opinion, except for the effects of the matter described in the *Basis for Qualified Opinion* section of our report, the accompanying combined financial statements present fairly, in all material respects, the combined financial position of the Group as at October 31, 2024 and its combined results of its operations and its combined cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

Basis for qualified opinion

The Group elected not to identify and measure at fair value any intangible assets acquired as part of its acquisition of Blue Goose Cattle Company Ltd. on October 21, 2021. Therefore, the excess of the fair value of other identifiable net assets acquired over the fair value of the consideration transferred, amounting to $81,473,164, was recognized as a gain on acquisition of Blue Goose Cattle Company Ltd. in the year of acquisition. This constitutes a departure from Canadian accounting standards for private enterprises which require all identifiable assets, including intangible assets, to be identified and measured at fair value at the date of acquisition. Therefore, at the time of acquisition, the intangible assets and the gain on acquisition were understated by the same amount. As a result, intangible assets and retained earnings as at October 31, 2024 and October 31, 2023 are understated and, for the years ended October 31, 2024 and 2023, amortization is understated and net income (loss) is overstated (understated). The effects of this departure from Canadian accounting standards for private enterprises are impracticable to quantify. Our audit opinion on the combined financial statements for the year ended October 31, 2023 was modified because of the effects of this departure from Canadian accounting standards for private enterprises.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's responsibilities for the audit of the combined financial statements* section of our report. We are independent of the Group in accordance with the ethical requirements that are relevant to our audit of the combined financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified opinion.

Material uncertainty related to going concern

We draw attention to note 2 in the combined financial statements, which indicates that Monette Farms Ltd. is in breach of its covenants, incurred a net loss of $73,139,337 during the year ended October 31, 2024 and, as of that date, Monette Farms Ltd.'s current liabilities exceed its current assets by $751,599,172. As stated in note 2, these events or conditions, along with other matters as set forth in note 2, indicate that a material uncertainty exists that may cast significant doubt on Monette Farms Ltd.'s ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Responsibilities of management and those charged with governance for the combined financial statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of combined financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Group's financial reporting process.

Auditor's responsibilities for the audit of the combined financial statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these combined financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the combined financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the combined financial statements, including the disclosures, and whether the combined financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Ernst & Young LLP

Chartered Professional Accountants

Saskatoon, Canada
May 2, 2025

Monette Farms Ltd.

Combined balance sheet

As at October 31

	2024 $	2023 $
Assets		
Current		
Marketable securities	**1,627,584**	3,048,469
Accounts receivable *[note 20]*	**72,241,212**	87,238,153
Inventories *[note 4]*	**219,214,110**	186,397,228
Prepaid expenses and deposits	**15,390,531**	15,592,397
Income taxes recoverable	**96,834**	71,806
Derivative financial instruments *[note 9]*	**192,965**	29,557,381
Total current assets	**308,763,236**	321,905,434
Long-term investments *[note 5]*	**12,507,184**	7,966,340
Other asset *[note 6]*	**14,693,918**	15,648,578
Livestock *[note 4]*	**21,096,092**	18,378,351
Property and equipment *[note 7]*	**947,464,342**	798,557,396
	1,304,524,772	1,162,456,099
Liabilities and shareholders' equity		
Current		
Bank indebtedness *[note 8]*	**219,533,346**	212,819,069
Accounts payable and accrued liabilities *[note 20]*	**64,936,248**	33,275,893
Due to shareholder *[note 20]*	**3,359,504**	435,818
Derivative financial instruments *[note 9]*	**6,974,069**	-
Redeemable preferred shares liability *[note 10]*	**12,000,000**	12,000,000
Current portion of long-term debt *[note 11]*	**1,973,819**	2,657,458
Current portion of capital lease obligation *[note 12]*	**1,233,422**	1,306,533
Current liabilities before callable debt	**310,010,408**	262,494,771
Callable portion of long-term debt *[note 11]*	**750,352,000**	586,522,748
Total current liabilities	**1,060,362,408**	849,017,519
Long-term debt *[note 11]*	**40,510,788**	28,380,170
Total liabilities	**1,100,873,196**	877,397,689
Contingent liabilities *[note 13]*		
Commitments *[note 14]*		
Guarantees *[note 15]*		
Shareholders' equity		
Share capital *[note 16]*	**562**	576
Note includes details regarding redeemable preferred shares for $63,555,939 [2023 - $70,094,939]		
Cumulative translation adjustment	**(274,171)**	1,173,833
Retained earnings	**203,925,185**	283,884,001
Total shareholders' equity	**203,651,576**	285,058,410
	1,304,524,772	1,162,456,099

See accompanying notes

On behalf of the Board:

_____ Director _____ Director

Monette Farms Ltd.

Combined statement of retained earnings

Year ended October 31

	2024 $	2023 $
Retained earnings, beginning of year	**283,884,001**	244,940,794
Net (loss) income for the year	**(73,139,337)**	41,499,730
Dividends	**(280,000)**	-
Premium on redemption of preferred shares *[note 16]*	**(6,539,479)**	(2,556,523)
Retained earnings, end of year	**203,925,185**	283,884,001

See accompanying notes

Monette Farms Ltd.

Combined statement of income (loss)

Year ended October 31

	2024 $	2023 $
Revenues *[note 17]*	**275,978,655**	252,787,073
Production expenses *[note 18]*	**144,735,350**	118,338,096
Production margin	**131,243,305**	134,448,977
Operating expenses		
Equipment rental	**14,616,936**	9,599,289
Fuel and lubrication	**11,427,641**	9,138,343
Lease	**18,226,617**	13,886,563
Repairs and maintenance	**9,576,469**	5,363,057
Wages and benefits	**33,261,892**	24,323,019
	87,109,555	62,310,271
General and administrative expenses *[schedule 1]*	**23,910,012**	14,723,001
Income before the following	**20,223,738**	57,415,705
Other income (expenses)		
Amortization	**(32,786,082)**	(24,791,484)
Fee for early repayment of long-term debt	**-**	(7,596,443)
Gain on foreign exchange	**906,162**	3,457,985
Gain on disposal of property and equipment	**23,166,903**	15,587,426
(Loss) gain on disposal of investments and change in fair value of marketable securities	**(286,866)**	2,323,258
(Loss) gain on change in fair value of derivative financial instruments	**(33,378,280)**	21,548,231
Impairment loss *[note 5]*	**(4,631,166)**	(6,005,000)
Incentives received *[note 13]*	**750,000**	21,068,907
Interest	**(49,772,347)**	(44,610,108)
Other income	**2,679,286**	3,143,629
	(93,352,390)	(15,873,599)
Income (loss) before income taxes	**(73,128,652)**	41,542,106
Provision for income taxes *[note 19]*	**10,685**	42,376
Net (loss) income for the year	**(73,139,337)**	41,499,730

See accompanying notes

Monette Farms Ltd.

Combined statement of cash flows

Year ended October 31

	2024 $	2023 $
Operating activities		
Net (loss) income for the year	**(73,139,337)**	41,499,730
Add (deduct) items not involving cash		
Amortization	**32,786,082**	24,791,484
Gain on disposal of property and equipment	**(23,166,903)**	(15,587,426)
Gain on disposal of investments and change in fair value of marketable securities	**(180,934)**	(2,389,787)
Non-cash interest	**1,286,936**	1,214,090
Investment income	**(491,987)**	(615,191)
Impairment expense	**4,631,166**	6,330,000
Non-cash foreign exchange impacts	**(1,276,374)**	(2,556,469)
Gain on sale of livestock	**224,563**	(92,186)
	(59,326,788)	52,594,245
Net change in non-cash working capital balances		
Accounts receivable	**14,684,144**	(59,227,432)
Inventories	**(37,395,242)**	(8,440,696)
Prepaid expenses and deposits	**(3,396,503)**	6,021,717
Income taxes	**(25,028)**	230,887
Derivative financial instruments	**36,338,485**	(21,548,231)
Accounts payable and accrued liabilities	**31,660,354**	4,294,619
Cash used in operating activities	**(17,460,578)**	(26,074,891)
Investing activities		
Marketable securities activity, net	**2,626,820**	(592,408)
Purchase of long-term investments	**(5,793,857)**	(2,575,080)
Proceeds from long-term investments	**-**	4,094,546
Purchase of livestock	**(3,412,878)**	(4,693,820)
Proceeds on disposal of livestock	**5,048,935**	1,747,727
Purchase of property and equipment	**(269,657,032)**	(334,269,617)
Proceeds on disposal of property and equipment	**113,351,156**	101,931,326
Cash used in investing activities	**(157,836,856)**	(234,357,326)
Financing activities		
Bank indebtedness	**6,714,277**	109,870,526
Advances to shareholder	**(3,896,107)**	(2,575,659)
Repayment of advances from shareholder	**-**	2,556,526
Repayment of long-term debt	**(29,335,632)**	(45,525,468)
Proceeds of long-term debt	**201,888,007**	201,894,089
Repayment of capital lease obligation	**(73,111)**	(3,231,271)
Premium on redemption of preferred shares	**-**	(2,556,526)
Cash provided by financing activities	**175,297,434**	260,432,217
Net increase in cash during the year	**-**	-
Cash, beginning of year	**-**	-
Cash, end of year	**-**	-

See accompanying notes

Monette Farms Ltd.

Notes to combined financial statements

October 31, 2024

1. Nature of operations

Monette Farms Ltd. [the "Group"] comprising Monette Farms Ltd., Monette Land Corp., DMO Holdings Ltd., Goat's Peak Winery Ltd. and Monette Farms BC Ltd., were incorporated under the *Business Corporations Act* in the Province of Saskatchewan and British Columbia. The Group is an agricultural enterprise operating in Saskatchewan, Manitoba, Alberta, British Columbia, Arizona, Colorado and Montana. Its principal business activities include grain and produce farming in Saskatchewan, Manitoba, Alberta, British Columbia, Arizona, Colorado and Montana, production and sale of cattle in Saskatchewan, Alberta and British Columbia, and operation of grain facilities that offer rail transloading, seed cleaning and treatment services in Saskatchewan and Arizona.

2. Going concern

These combined financial statements have been prepared in accordance with accounting principles applicable to a going concern, which contemplates that the Group will continue its operations in the foreseeable future and will realize its assets and settle its liabilities in the ordinary course of business.

However, several adverse conditions cast significant doubt on this assumption. During the year ended October 31, 2024, the Group has incurred a net loss of $73,139,337 and as of that date, had $750,352,000 in debt and an additional $186,744,990 in bank indebtedness outstanding to financial institutions that is payable on demand as the Group is in breach of its covenants and has not been able to finalize any new lending agreements subsequent to year end. At October 31, 2024 the Group’s current liabilities exceeded current assets by $751,599,172. Should repayment of the outstanding debt be demanded, the Group’s ability to continue would be dependent on obtaining a new source of financing.

Although management has begun to implement its plan to refinance its existing debt, sell certain assets to reduce leverage or obtain additional equity investments, there is uncertainty that the execution of this plan will be successful and that the Group will be able to meet all of its commitments and discharge its liabilities in the normal course of business. The Group is subject to market risk and may be unable to raise future capital to fund current operations should circumstances change, which impacts the uncertainty regarding the Group’s ability to continue to operate as a going concern. Therefore, there is a material uncertainty that may cast significant doubt on the Group's ability to continue as a going concern.

The financial statements do not include any adjustments relating to the carrying value and classification of recorded asset and liabilities which might be necessary should the Group be unable to continue as a going concern, and such adjustments could be material.

The accompanying financial statements do not include any adjustments relating to the recoverability of assets and to the reclassification of asset and liability amounts that might be necessary should the Group be unable to continue its operations.

3. Summary of significant accounting policies

The Group follows Canadian accounting standards for private enterprises ["ASPE"] in preparing its combined financial statements. The significant accounting policies used are as follows:

Principles of combination and consolidation

These combined financial statements include the accounts of the Group and its wholly owned subsidiaries which include Monette Farms USA Inc., NexGen Seeds Ltd., DMO Holdings USA, Inc., Monette Seeds Ltd., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms Ontario Corp., Monette Farms BC GP Ltd., Monette Farms BC Limited Partnership, Monette Produce, LLC, Monette Produce Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms Land Limited Partnership. Intercompany balances and transactions were eliminated on combination and consolidation.

Foreign currency translation

The Group's presentation currency is the Canadian dollar.

Foreign currency transactions and integrated foreign operations
In the case of the Group's foreign currency transactions and foreign operations that are integrated in terms of financial and operational management, accounts stated in foreign currencies are translated according to the temporal method. Under this method, monetary assets and liabilities are translated into Canadian dollars at the exchange rate in effect at the combined balance sheet date, and non-monetary items are translated at the prevailing historical rate at the time of the transaction. Revenues and expenses arising from foreign currency transactions are translated into Canadian dollars at the exchange rate in effect at the transaction date. The exchange gains or losses resulting from foreign currency transactions and the translation of integrated foreign operations are included in net income.

Self-sustaining foreign operations
The financial statements of foreign operations that are self-sustaining in terms of financial and operational management are translated according to the current rate method using the foreign currency as the unit of measure. Under this method, assets and liabilities are translated into Canadian dollars at the exchange rate in effect at the combined balance sheet date, and revenues and expenses are translated at the average exchange rate in effect during the year. The exchange gains or losses resulting from the translation of the financial statements of the foreign operations are presented as a cumulative translation adjustment under equity in the combined balance sheet.

Inventories and livestock

Agricultural inventories

Agricultural inventories available for immediate delivery including harvested crops and marketable livestock are measured using the net realizable value model as the products have a reliable and realizable market price with predictable disposal costs. Net realizable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and selling costs. The Group estimates the net realizable value of agricultural inventories through analysis of market reports.

Productive biological assets

Productive biological assets are measured at cost less impairment, if any. Costs are only capitalized until biological assets become productive.

The Group's productive biological assets [comprised of non-current livestock] are managed on a collective basis to maintain their collective productive capacity indefinitely. Such productive biological assets are considered to have an indefinite useful life and are not subject to amortization. They are reviewed for impairment whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. Recoverability is assessed by comparing the carrying amount of a productive biological asset with the total of the undiscounted cash flows expected from its use and disposition. If the carrying amount of the productive biological asset is not recoverable, the impairment loss to be recognized is measured as the amount by which the carrying amount of the asset exceeds its fair value. Any impairment results in a write-down of the asset and a charge to income during the year. An impairment loss is not reversed if the fair value of the related asset subsequently increases.

Other inventories

Inventories including grain commodities, produce commodities, and seed commodities that are readily convertible to cash because of their commodity characteristics, widely available markets and international pricing mechanisms are measured at their fair value less costs to sell, with changes to fair value recognized in commodities purchased for resale expense. Fair value is determined using exchange traded prices.

Inventories including agricultural inputs [comprised of chemical, fertilizer, and fuel] and bulk wine are recorded at the lower of cost and net realizable value. Cost is determined by the weighted average method. Net realizable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and selling costs. The Group estimates the net realizable value of agricultural inventories through analysis of market reports.

Long-term investments

Long-term investments include equity investments that are not quoted in an active market, equity investments in which the Group has significant influence, accumulated cash surrender value of a life insurance policy and net patronage allocations from co-operatives.

The Group's investment in equity investments that are not quoted in an active market and investment in equity instruments in which the Company has significant influence are accounted for using the cost method. Accordingly, the investments are recorded at acquisition cost, less any provisions for impairment. Investment income is recognized when dividends/distributions are declared.

The Group's cash surrender value of life insurance policy is determined by its underwriter.

The Group's net patronage allocations by co-operatives are the accumulated unpaid allocations.

Property and equipment

Property and equipment are recorded at cost less accumulated amortization. Assets under capital leases are recorded at cost, which corresponds to the present value of the minimum lease payments on initial recognition, less accumulated amortization.

Amortization of property, plant and equipment and assets under capital leases are calculated over their estimated useful lives using the declining balance method and the following durations:

Aircraft	12.5%
Buildings	2-5%
Computer equipment	27.5%
Equipment	10%
Paving	4%
Vehicles	15%-20%

Amortization of leasehold improvements is recorded straight-line over the remaining term of the lease.

Leases

A lease that transfers substantially all of the benefits and risks of ownership is classified as a capital lease. At the inception of a capital lease, an asset and a payment obligation is recorded at an amount equal to the lesser of the present value of the minimum lease payments and the property's fair market value. Assets under capital leases are amortized on the declining balance basis, over their estimated useful lives.

All other leases are accounted for as operating leases and rental payments are expensed as incurred.

Impairment

Long-lived assets subject to amortization
Property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. Impairment is assessed by comparing the carrying amount of an asset to be held and used with the total of the undiscounted cash flows expected from its use and disposition. If the asset is impaired, the impairment loss to be recognized is measured as the amount by which the carrying amount of the asset exceeds its fair value, generally determined on a discounted cash flow basis. Any impairment results in a write-down of the asset and a charge to income during the year. An impairment loss is not reversed if the fair value of the related asset subsequently increases.

Investments accounted for using the cost or equity method
At the end of each reporting period, the Group assesses whether there are any indications that an investment may be impaired. When there is an indication of impairment, the Group determines whether a significant adverse change has occurred during the period in the expected timing or amount of future cash flows from the investment. If the investment is impaired, the Group reduces the carrying amount of the investment to the higher of the following:

- The present value of the cash flows expected to be generated by holding the investment, discounted using a current market rate of interest appropriate to the asset; and
- The amount that could be realized by selling the asset at the combined balance sheet date

When the extent of impairment of a previously written down investment decreases and the decrease can be related to an event occurring after the impairment was recognized, the previously recognized impairment loss is reversed to the extent of the improvement. The adjusted carrying amount of the investment shall be no greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of the reversal is recognized in net income in the period the reversal occurs.

Financial assets measured at cost and amortized cost
When there are indications of possible impairment, the Group determines if there has been a significant adverse change to the expected timing or amounts of future cash flows expected from the financial asset. The amount of any impairment loss is determined by comparing the carrying amount of the financial asset with the highest of three amounts:

- For an arm’s length financial asset, the present value of the cash flows expected to be generated by holding the asset, discounted using a current market rate of interest appropriate to that asset, and for a related party debt instrument, the undiscounted cash flows expected to be generated by holding the asset, excluding interest and dividend payments;
- The amount that could be realized by selling the asset at the combined balance sheet date; and
- The amount the Group expects to realize by exercising its right to any collateral held to secure repayment of the asset, net of all costs necessary to exercise those rights.

A previously recognized impairment loss is reversed to the extent that the improvement can be related to an event occurring after the impairment was recognized, but the adjusted carrying amount of the financial asset shall be no greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized.

Revenue recognition

Revenues from the sale of grain, produce, seed, and cattle are recognized when shipped to the customer if same day or in accordance with specified incoterms of the arrangement where applicable. Harvested crops, and marketable cattle are recorded at the net farm price [market price less selling costs] with the adjustment included in revenue. The Group participates in crop insurance programs. Crop insurance is recognized when it can be reasonably estimated, and its entitled under the terms of the policy. Miscellaneous income and all other income are recognized when measurable, the related performance requirements are satisfied and collection is reasonably assured.

Income taxes

The Group follows the taxes payable method whereby only the cost or benefit of current income taxes for the year is reported, as determined in accordance with the rules established by the taxation authorities.

Financial instruments

The Group initially measures its arm's length financial assets and liabilities at fair value.

Related party financial instruments that are not required to be initially measured at fair value are instead initially measured at cost. Cost is determined based on whether or not the instrument itself or, as the next alternative, the consideration transferred from or received by the Group, has repayment terms. If there are repayment terms, cost generally represents the undiscounted cash flows, excluding interest and dividend payments. Otherwise, cost is determined using the carrying or exchange amount of such consideration transferred or received, depending on the circumstances.

The Group subsequently measures all its arm's length financial assets and financial liabilities at amortized cost, except for marketable securities that are quoted in an active market and derivative financial instruments which are measured at fair value, and its related party financial instruments using the cost method less impairment.

Financial instruments include marketable securities, accounts receivable, derivative financial instruments, long-term investments, bank indebtedness, accounts payable and accrued liabilities, due to shareholder, and long-term debt.

Use of estimates

The preparation of combined financial statements in conformity with ASPE requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include but are not limited to allowance for doubtful accounts on accounts receivable, fair value less costs to sell of grain and seed commodities held for resale, net realizable value of agricultural inventories, the useful lives of long-lived assets including other asset, property and equipment, the recoverability of such assets by their estimated future undiscounted cash flows and valuation of derivative financial instruments. Actual results could differ from those estimates.

4. Inventories

	2024 $	2023 $
Crop inputs	**33,110,590**	23,662,129
Grain and seed commodities	**17,180,313**	13,214,206
Bulk wine	**275,753**	275,753
Total inventories	**50,566,656**	37,152,088
Harvested crops	**151,487,228**	138,444,763
Marketable cattle	**17,160,226**	10,800,377
Total agricultural inventories	**168,647,454**	149,245,140
Total current inventories	**219,214,110**	186,397,228
Non-current livestock	**21,096,092**	18,378,351

Quantities of agricultural inventories include:

	2024 $	2023 $
Wheat	**97,235**	78,197
Canola	**70,637**	67,085
Other pulses	**39,912**	22,161
Durum	**28,394**	31,024
Produce	**20,185**	-
Peas	**19,939**	32,598
Other	**13,123**	11,343
Total harvested crops (metric tonnes)	**289,425**	242,408
Marketable cattle	**7,024**	5,869
Non-current livestock	**8,822**	8,588
Total livestock (head)	**15,846**	14,457
	305,271	256,865

Net realizable value changes and expenses related to agricultural inventories include:

	2024 $	2023 $
Harvested crop net realizable value changes included in grain revenue	**(12,092,085)**	(3,633,656)
Gain (loss) on marketable cattle included in cattle revenue	**2,244,768**	(3,262)
Feed net realizable value changes included in feed expense	**(3,909,955)**	(296,344)
(Loss) gain on non-current livestock included in cattle revenue	**(224,563)**	92,186
	(13,981,835)	(3,841,076)

5. Long-term investments

	2024 $	2023 $
Private equity instruments	**4,284,780**	4,604,780
Cash surrender value of life insurance	**7,896,786**	2,071,176
Public equity instruments	**-**	1,025,000
Co-operative net patronage allocations	**325,618**	265,384
	12,507,184	7,966,340

The Group's investment in Private equity instruments as at October 31, 2024 of $4,284,780 [2023 - $4,604,780] is net of an allowance for impairment of $6,725,000 [2023 - $6,005,000]. An impairment loss on private equity instruments of $720,000 [2023 - $6,005,000] was recognized in the year.

6. Other asset

This asset represents the fully paid premium on the critical illness and disability insurance policy in which the Company is the beneficiary and Darrel Monette, shareholder is the insured. The premium is subject to amortization using the straight-line method over the policy's expected life of 20 years. The estimate of the policy's expected life is reviewed annually. Amortization in the current year was recognized in the amount of $954,660 [2023 - $954,660].

7. Property and equipment

	2024			2023
	Cost	Accumulated amortization	Net book value	Net book value
	$	$	$	$
Aircraft	**2,549,898**	**788,953**	**1,760,945**	2,390,533
Buildings	**158,076,035**	**14,106,698**	**143,969,337**	100,990,432
Capital assets under construction	**5,761,309**	**-**	**5,761,309**	120,826
Computer equipment	**254,123**	**120,975**	**133,148**	80,075
Equipment	**100,794,832**	**19,256,408**	**81,538,424**	67,040,298
Leasehold improvements	**14,962,726**	**3,379,674**	**11,583,052**	12,204,418
Office equipment	**12,056**	**-**	**12,056**	12,056
Paving	**9,000**	**3,937**	**5,063**	5,270
Vehicles	**130,065,388**	**24,228,258**	**105,837,130**	121,379,331
Vineyard	**155,344**	**-**	**155,344**	155,344
	412,640,711	**61,884,903**	**350,755,808**	304,378,583
Land	**596,708,534**	**-**	**596,708,534**	494,178,813
	1,009,349,245	**61,884,903**	**947,464,342**	798,557,396

8. Bank indebtedness

The Group has a revolving operating facility through its Bank of Nova Scotia ["Scotia Bank"] syndicated credit facility for a maximum amount of $200,000,000 [2023 - $180,000,000], bearing interest as described below.

	2024	2023
	$	$
Scotia Bank syndicated demand operating loan, bearing interest at a floating rate of one month Canadian Overnight Repo Rate Average ["CORRA"] plus 1.80% or Canadian prime rate plus 0.55%, security described in note 11	**(138,000,000)**	(125,000,000)
Scotia Bank syndicated USD demand operating loan, bearing interest at a floating rate of the Secured Overnight Financing Rate ["SOFR"] plus 1.80%, security described in note 11	**(37,573,200)**	(33,290,400)
Scotia Bank USD demand operating loan, bearing interest at U.S. Base Rate, security described in note 11	**(7,364,790)**	(7,304,014)
Scotia Bank CAD demand operating loan, bearing interest at Canadian prime, security described in note 11	**(3,837,000)**	(12,543,000)
Scotia Bank Yield More financing credit line, bearing interest at Canadian prime plus 1.95%, secured by inventory	**(2,397,478)**	(1,722,491)
Scotia Private Banking credit line, bearing interest at Scotia Bank prime rate less 0.50%, secured by cash surrender value of life insurance	**(5,616,560)**	-
Cheques issued in excess of bank balances	**(24,744,318)**	(32,959,164)
	(219,533,346)	(212,819,069)

Security relating to all facilities except Scotia Bank Yield More and Scotia Private Banking credit lines, are disclosed in Note 11.

Scotia Bank's prime rate of interest as at October 31, 2024 was 6.49% [2023 - 7.20%].

Scotia Bank's U.S. Base rate as at October 31, 2024 was 8.00% [2023 - 8.50%].

9. Derivative financial instruments

At the combined balance sheet date, the fair value of commodity futures, interest rate swaps or foreign exchange futures were determined by reference to quotations from a derivatives dealers which the Group accepts as the fair value of this instrument. The Group's interest rate swap arrangements, have termination dates between October 31, 2026 and March 31, 2035, at fixed rates ranging from 1.30% to 4.40%. The swaps mature monthly.

The notional value of the derivative financial instruments total and their related carrying values has been summarized and included in the table below.

Assets

	2024		2023	
	Notional amount $	**Carrying amount** $	**Notional amount** $	**Carrying amount** $
Commodity futures (Notional in CAD)	**9,825,000**	**67,500**	-	-
Commodity futures (Notional in USD)	**12,773,375**	**125,465**	-	-
Interest rate swaps (Notional in CAD)	**-**	-	443,237,124	23,596,605
Interest rate swaps (Notional in USD)	**-**	-	57,597,456	5,960,776
	22,598,375	**192,965**	500,834,580	29,557,381

Liabilities

	2024		2023	
	Notional amount $	**Carrying amount** $	**Notional amount** $	**Carrying amount** $
Foreign Exchange (Notional in CAD)	**16,250,000**	**450,542**	-	-
Interest rate swaps (Notional in CAD)	**478,834,641**	**9,503,154**	-	-
Interest rate swaps (Notional in USD)	**55,649,320**	**(2,979,627)**	-	-
	550,733,961	**6,974,069**	-	-

10. Redeemable preferred shares liability

Redeemable preferred shares include 12,000,000 Class K non-voting preferred shares issued by DMO Holdings Ltd. redeemable at the shareholder's option for $12,000,000. The Class K preferred shares were issued in a transaction that included equity of multiple companies. As a result these shares are to be classified as a current financial liability under ASPE.

11. Long-term debt

	2024 $	2023 $
Scotia Bank syndicated demand loan repayable in quarterly instalments of principal of 1.25% per quarter, plus quarterly interest at a floating rate of one month Canadian Overnight Repo Rate Average ["CORRA"] plus 1.80%, due April 2026, security described below	**611,192,000**	500,818,000
Scotia Bank syndicated USD term facility repayable in quarterly instalments of principal of 1.25% USD per quarter, plus quarterly interest at a floating rate of the Secured Overnight Financing Rate ["SOFR"] plus 1.80%, due April 2026, security described below	**139,160,000**	85,704,748
DS Wealth Solutions Ltd. loan accruing interest at 6% per annum, non-recourse except for collateral charge over all rights, title and interest in the Group's critical illness and disability policy [note 6], due in full May 2026	**22,735,865**	21,448,929
Vendor take back mortgage, accruing interest at between prime rate less 2% and prime rate, secured by land with a carrying value of $16,644,000, maturing October 2027	**16,967,000**	-
2.5% fixed rate USD loan repayable to private individuals with annual payments of $1,129,726 USD plus interest, secured by land with carrying value of $4,500,000 USD due April 2025	**1,532,484**	3,018,287
Interest free CNH Industrial Capital Canada Ltd., repayable in semi-annual payments of $210,226, secured by equipment with carrying value of $1,198,290, due June 2027	**1,367,512**	-
Fixed 7.10% to 8.10% JD Canada financing, fully repaid in 2024 fiscal year	**-**	6,690,984
	792,954,861	617,680,948
Less deferred financing charges	**118,254**	120,572
	792,836,607	617,560,376
Less current portion	**1,973,819**	2,657,458
Less callable portion	**750,352,000**	586,522,748
	40,510,788	28,380,170

Scotia Bank Syndicated Credit Agreement

The Scotia Bank syndicated credit agreement is syndicated between The Bank of Nova Scotia, Farm Credit Canada, Bank of Montreal, Royal Bank of Canada, Canadian Imperial Bank of Commerce, TD Bank, Canadian Western Bank, Conexus Credit Union and Export Development Canada for up to $930,000,000 [2023 - $793,000,000] in credit facilities including a $180,000,000 [2023 - $150,000,000] revolving operating facility, and a $750,000,000 [2023 - $630,000,000] revolving capital facility, as well as a $12,000,000 [2023 - $13,200,000] individual borrower facility for Darrel Monette.

A lump sum repayment is attached to the non-revolving credit facility which is required within 210 days of each fiscal year of the Company when the combined fixed charge coverage ratio for the fiscal year is equal to or greater than 1.20:1.00. The lump sum payment is calculated as earnings before interest, taxes, depreciation and amortization less scheduled principal repaid on all amortizing debt, less cash interest and cash taxes paid to a maximum of $12,500,000 per year plus an amount equal to the aggregate distributions made in excess of $5,000,000.

The Scotia Bank syndicated demand loans outlined above are in the form of bankers' acceptance notes which are renewed on a monthly basis.

Scotia Bank loans are due on demand and subject to certain financial covenants with respect to maintaining a minimum fixed charge coverage ratio of 1.20:1.00, and maximum debt to tangible net worth of 2.50:1.00. As at October 31, 2024, the Company is not in compliance with its minimum fixed charge coverage ratio. As Scotia Bank loans are callable and presented as part of current liabilities, no changes in presentation are required as a result of non-compliance with covenants.

General Security for all syndicated credit facilities above are as follows:

- General security agreement providing a first charge over all the present and future personal property and undertakings of the Group;
- $2,000,000,000 first charged fixed and floating charge mortgage over all present and future acquired real property; and
- Guarantee by the shareholders and combined companies.

Excluding the callable amounts identified above, estimated principal repayments are as follows:

	$
2025	1,979,674
2026	23,183,055
2027	17,414,190
2028	25,942

12. Capital lease obligation

	2024 $	2023 $
Scotia Leasing payable in semi-annual instalments of $120,925, including interest at thirty day CAD-BA-CDOR plus 7.21% per annum, due October 2025	**1,233,422**	1,306,533
Less current portion	**1,233,422**	1,306,533
	-	-

The following is a schedule of future minimum lease payments under capital leases:

	$
2025	1,307,715
Total future minimum lease payments	1,307,715
Less amount representing interest	74,293
Present value of minimum net lease payments	1,233,422
Less current portion	1,233,422
	-

The capital leases are secured by assets under capital lease obligations with a net book value of $775,820 [2023 - $886,651].

Capital lease obligations are subject to certain financial covenants with respect to maintaining a minimum fixed charge coverage ratio of 1.20:1.00, and maximum debt to tangible net worth of 2.50:1.00. As at October 31, 2024, the Company is not in compliance with its minimum fixed charge coverage ratio. As Scotia Bank loans are current, no changes in presentation are required as a result of non-compliance with covenants.

13. Contingent liabilities

Contingent payment
During the year ended October 2023, the Group received incentives of $21,068,907 from its participation in John Deere's ["JD"] Strategic Account Agreement ["SAA"]. At the beginning of this agreement, the Group is required to change the composition of its property and equipment to use certain JD products. At its discretion, the Group may end its participation in the SAA by paying a pro-rata amount of the incentives received to use non-JD products. As at October 31, 2024, the Group is required to pay $12,641,344 to JD to end its participation in the SAA.

Litigation
As at October 31, 2024, there is one outstanding claim against the Group, under which the Group was alleged to have breached a contract for receiving unpaid advisory services. The plaintiff is claiming damages of $12,000,000 plus interest and penalties. As at the date of completion of the combined financial statements, the outcome of this litigation cannot be reasonably estimated. As such, no contingent loss has been recognized in the combined financial statements relating to this claim.

Standby letters of credit
The Group is contingently liable for two standby letters of credit in the amounts of $8,000,000 and $612,840 respectively.

14. Commitments

The Group has the following commitments which include operating leases for rental of farm land and buildings and other agreements. The schedule of repayments over the next five years is as follows:

	$
2025	27,491,006
2026	19,536,690
2027	15,603,570
2028	9,484,170
2029	6,716,380

The Group entered into working agreements where the Group agreed to provide the appropriate crop inputs, farm equipment, and expertise in crop production. In return, the other party to the agreement agreed to provide land and expertise. The length of these agreements range from short-term to indefinite.

The Group has entered into an agreement whereby the annual premiums on a whole life insurance policy of $500,901 are to be paid annually over a 10-year period.

15. Guarantees

As at October 31, 2024, the Group has guaranteed the credit facility term loan of Darrel Monette, shareholder, up to a maximum amount of $12,000,000 [2023 - $13,200,000]. As at October 31, 2024, the balance outstanding was $11,260,000 [2023 - $12,300,000]. In the event of default on this loan, the Group would be required to fund the default to the maximum amount specified.

16. Share capital

Authorized

Unlimited number of Class A voting common shares
Unlimited number of Class B voting common shares
Unlimited number of Class C voting common shares
Unlimited number of Class D voting common shares
Unlimited number of Class K non-voting preferred shares, redeemable at the option of the holder at $1 per share
Unlimited number of Class L non-voting preferred shares, redeemable at the option of the holder at $1 per share
Unlimited number of Class M non-voting preferred shares, redeemable at the option of the holder at $1 per share
Unlimited number of Class N non-voting preferred shares, redeemable at the option of the holder at $1 per share
Unlimited number of Class O non-voting preferred shares, redeemable at the option of the holder at $1 per share

Issued

		2024 $	2023 $
300	Class A common shares	**300**	300
100	Class C common shares	**100**	100
100	Class D common shares	**100**	100
12,000,000	Class K preferred shares, redeemable at $12,000,000	**-**	-
2,000	Class M preferred shares, redeemable at $2,000	**-**	-
4,877,546	Class N preferred shares, redeemable at $4,877,546 [2023 - 11,417,039 shares and $11,417,039]	**11**	25
46,675,900	Class O preferred shares, redeemable at $46,675,900	**51**	51
		562	576

During the year, 6,539,493 [2023 - 2,556,526] Class N preferred shares were redeemed with a total carrying amount of $14 [2023 - $3] for $6,539,493 [2023 - $2,556,526]. This redemption resulted in a premium on redemption of $6,539,479 [2023 - $2,553,523].

The Company also has retractable or mandatorily redeemable Class K preferred shares outstanding which are presented as a financial liability. Refer to note 10.

17. Revenues

	2024 $	2023 $
Agricultural production *[note 4]*		
Cereal	**73,432,230**	68,225,056
Crop insurance	**18,055,109**	32,029,863
Oil seeds	**61,835,740**	75,617,287
Other	**8,122,063**	1,640,227
Pulses	**22,276,580**	26,959,780
Produce	**21,820,721**	8,132,742
	205,542,443	212,604,955
Seeds and services		
Cereal	**3,467,716**	3,193,521
Pulses	**43,464,358**	14,815,927
Services	**4,740,539**	4,148,617
	51,672,613	22,158,065

Livestock *[note 4]*		
Cattle	**19,181,511**	14,971,321
Other	**(417,912)**	3,052,732
	18,763,599	18,024,053
	275,978,655	252,787,073

18. Production expenses

	2024 $	2023 $
Production expenses		
Chemical	**27,815,975**	22,802,048
Crop insurance	**8,058,923**	6,582,032
Crop share payments	**3,965,567**	4,481,474
Feed	**4,744,075**	516,134
Fertilizer	**37,197,679**	47,348,862
Other	**8,558,750**	5,503,790
Produce	**2,836,976**	-
Seed	**7,285,519**	16,435,087
	100,463,464	103,669,427
Seeds and services		
Commodities purchased for resal	**30,698,895**	6,361,677
Freight and trucking	**13,572,991**	8,306,992
	44,271,886	14,668,669
	144,735,350	118,338,096

19. Income taxes

The income tax expense differs from the amount computed by applying Canadian statutory rates to income before taxes for the following reasons:

	2024 $	2023 $
Combined basic federal, provincial and state income taxes at statutory rates	**27%**	27%
Income (loss) for the year before income taxes	**(73,128,652)**	41,542,106
Anticipated income tax (recovery of)	**(19,745,000)**	11,216,000
Tax effect of the following:		
Temporary differences	**19,367,670**	(11,587,982)
Permanent expense differences	**361,291**	373,164
Other	**26,724**	41,194
Income tax expense	**10,685**	42,376

For income tax purposes, the Group has $16,352,000 [2023 - $9,087,000] of non-capital losses which can be applied to reduce future years' taxable income in Canada and $46,752,000 [2023 - $38,682,000] in the US through its US subsidiaries.

20. Related party transactions

The Group is related to Monette Ag Ventures Ltd. ["MAG"] by virtue of common significant influence. The owner of MAG is a manager at the Group. Transactions with this related party include a working arrangement whereby MAG provides the farm land and expertise and the Group provides the appropriate crop inputs, farm equipment, and expertise in crop production. MAG received a percentage of the Group's earnings before interest, taxes, depreciation and amortization, based on the fair market value of MAG's land and other contributions. The current year payments related to MAG are $900,535 expense [2023 - $254,210 recovery] included in crop share payments.

These transactions are in the normal course of the operations and are measured at their exchange amount, which is the amount of consideration established and agreed to by the related parties.

Amounts owing from MAG in accounts receivable as at October 31, 2024, was $205,808 [2023 - $455,809] and amounts owing to MAG in accounts payable as at October 31, 2024, was $1,614,587 [2023 - $59,950].

Amounts due to shareholder are non-interest bearing, unsecured, with no fixed term of repayment.

21. Financial instruments - risks and uncertainties

The Group is exposed to various financial risks through transactions in financial instruments. The following provides information in assessing the extent of the Company's exposure to these risks.

Currency risk

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The following table provides a summary of US dollar denominated assets and liabilities (reported in CAD):

	2024 $	**2023** $
Marketable securities	**512,746**	1,684,258
Accounts receivable	**6,251,379**	7,939,936
Bank indebtedness	**(44,175,240)**	(39,446,689)
Accounts payable and accrued liabilities	**(6,067,273)**	(5,510,489)
Long-term debt	**(140,692,484)**	(88,723,035)

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Group's main credit risk relates to its accounts receivable of $72,241,212 [2023 - $87,238,153]. As at October 31, 2024, one customer comprised 36% of accounts receivable [2023 - one customer, 30%].

Liquidity risk

Liquidity risk is the risk that the Group will encounter difficulty in meeting obligations associated with financial liabilities. The Group is exposed to this risk mainly in respect of its bank indebtedness, accounts payable and accrued liabilities, long-term debt, capital lease obligations and operating lease commitments.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Group is exposed to interest rate risk on its fixed and floating interest rate financial instruments. Fixed interest rates subject the Group to a fair value risk, while variable rates subject it to a cash flow risk.

Other price risk

Other price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices [other than those arising from interest rate risk or currency risk], whether those changes are caused by factors specific to the individual financial instrument or its issuer, or factors affecting all similar financial instruments traded in the market. The Group is exposed to other price risk through its marketable securities as equity instruments are quoted in an active market.

22. Subsequent events

Subsequent to the date of the combined financial statements: the Group sold land totalling $48,956,150, committed to purchase assets, including land, and equipment totaling $21,965,000 with various possession dates and obtained new financing specifically for the acquisition of $26,000,000 up to a limit of $30,000,000.

Monette Farms Ltd. **Schedule 1**

Schedule of general and administrative expenses

Year ended October 31

	2024 $	2023 $
Bad debts	**14,686**	422,335
Commissions	**658,300**	121,189
Insurance	**3,353,439**	2,288,684
Interest and bank charges	**1,562,923**	575,911
Meals and entertainment	**527,202**	389,733
Memberships and subscriptions	**669,876**	579,957
Office and miscellaneous	**2,402,740**	659,328
Professional fees	**5,521,401**	1,601,931
Property taxes	**2,009,228**	1,832,575
Royalties	**83,192**	209,967
Small tools	**425,250**	436,008
Supplies	**3,512,707**	2,458,817
Telephone and utilities	**1,908,368**	1,649,810
Travel	**1,260,700**	1,496,756
	23,910,012	14,723,001

See accompanying notes

This is **Exhibit "G"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

Kamryn Wiest

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

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Monette Farms Ltd.

Combined financial statements
October 31, 2025



Shape the future
with confidence

Independent auditor's report

To the Shareholders of
Monette Farms Ltd.

Qualified opinion

We have audited the combined financial statements of **Monette Farms Ltd.** [the "Group"], which comprise the combined balance sheet as at October 31, 2025, and the combined statement of retained earnings, combined statement of loss and combined statement of cash flows for the year then ended, and notes to the combined financial statements, including a summary of significant accounting policies.

In our opinion, except for the effects of the matter described in the, *Basis for qualified opinion* section of our report the accompanying combined financial statements present fairly, in all material respects, the combined financial position of the Group as at October 31, 2025, and its combined results of its operations and its combined cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

Basis for qualified opinion

The Group elected not to identify and measure at fair value any intangible assets acquired as part of its acquisition of Monette Farms BC Ltd. on October 21, 2021. Therefore, the excess of the fair value of other identifiable net assets acquired over the fair value of the consideration transferred, amounting to $81,473,164, was recognized as a gain on acquisition of Monette Farms BC Ltd. in the year of acquisition. This constitutes a departure from Canadian accounting standards for private enterprises, which require all identifiable assets, including intangible assets, to be identified and measured at fair value at the date of acquisition. Therefore, at the time of acquisition, the intangible assets and the gain on acquisition were understated by the same amount. As a result, intangible assets and retained earnings as at October 31, 2025 and October 31, 2024 are understated and, for the years ended October 31, 2025 and 2024, amortization is understated and net loss is understated. The effects of this departure from Canadian accounting standards for private enterprises are impracticable to quantify. Our audit opinion on the combined financial statements for the year ended October 31, 2024 was modified because of the effects of this departure from Canadian accounting standards for private enterprises.

Notes 3 and 5 indicate that starting November 1, 2024, non-current livestock is measured at fair value at the combined balance sheet date, with any variation recognized in net loss for the year as unrealized gain on non-current livestock. Canadian accounting standards for private enterprises require that productive biological assets managed collectively be recorded at cost and subsequently tested for impairment. As a result of this departure from Canadian accounting standards for private enterprises, the non-current livestock on the combined balance sheet as at October 31, 2025 has been overstated by $16,159,905 [2024 - $nil] and the unrealized gain on non-current livestock on the combined statement of loss has been overstated by $16,159,905 [2024 - $nil] for the year ended October 31, 2025. No audit procedures were performed on the fair market value of non-current livestock.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's responsibilities for the audit of the combined financial statements* section of our report. We are independent of the Group in accordance with the ethical requirements that are relevant to our audit of the combined financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified opinion.

Material uncertainty related to going concern

We draw attention to note 2 of the combined financial statements, which indicates that the Group is in breach of its covenants, incurred a net loss of $41,194,151 during the year ended October 31, 2025 and, as of that date, the Group's current liabilities exceed its current assets by $740,410,135. As stated in note 2, these events or conditions, along with other matters as set forth in note 2, indicate that a material uncertainty exists that may cast significant doubt on the Group's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Responsibilities of management and those charged with governance for the combined financial statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of combined financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Group's financial reporting process.

Auditor's responsibilities for the audit of the combined financial statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these combined financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the combined financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the combined financial statements, including the disclosures, and whether the combined financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Plan and perform the group audit to obtain sufficient appropriate audit evidence regarding the financial information of the entities or business units within the Group as a basis for forming an opinion on the combined financial statements. We are responsible for the direction, supervision and review of the audit work performed for purposes of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Ernst & Young LLP

Chartered Professional Accountants

Saskatoon, Canada
April 15, 2026

Monette Farms Ltd.

Combined balance sheet

As at October 31

	2025 $	2024 $
Assets		
Current		
Marketable securities	**1,522,594**	1,627,584
Accounts receivable *[note 21]*	**24,505,809**	72,241,212
Inventories *[note 5]*	**268,109,943**	219,214,110
Prepaid expenses and deposits	**4,130,229**	15,390,531
Other receivable	**3,300,000**	-
Income taxes recoverable	**-**	96,834
Derivative financial instruments *[note 10]*	**1,065,087**	192,965
Total current assets	**302,633,662**	308,763,236
Long-term investments *[note 6]*	**15,086,633**	12,507,184
Other asset *[note 7]*	**13,739,258**	14,693,918
Livestock *[note 5]*	**50,435,399**	21,096,092
Property and equipment *[note 8]*	**862,192,685**	947,464,342
	1,244,087,637	1,304,524,772
Liabilities and shareholders' equity		
Current		
Bank indebtedness *[note 9]*	**191,195,780**	219,533,346
Accounts payable and accrued liabilities *[note 21]*	**73,617,439**	64,936,248
Income taxes payable	**243,696**	-
Due to shareholder *[note 21]*	**2,984,709**	3,359,504
Derivative financial instruments *[note 10]*	**18,105,248**	6,974,069
Redeemable preferred shares liability *[note 11]*	**12,000,000**	12,000,000
Current portion of long-term debt *[note 12]*	**447,190**	1,973,819
Current portion of capital lease obligation *[note 13]*	**1,147,000**	1,233,422
Current liabilities before callable debt	**299,741,062**	310,010,408
Callable portion of long-term debt *[note 12]*	**743,332,735**	750,352,000
Total current liabilities	**1,043,073,797**	1,060,362,408
Long-term debt *[note 12]*	**40,590,174**	40,510,788
Total liabilities	**1,083,663,971**	1,100,873,196
Contingent liabilities *[note 14]*		
Commitments *[note 15]*		
Guarantees *[note 16]*		
Shareholders' equity		
Share capital *[note 17]*	**561**	562
Note includes details regarding redeemable preferred shares for $62,987,446 [2024 - $63,555,939]		
Cumulative translation adjustment	**(1,739,929)**	(274,171)
Retained earnings	**162,163,034**	203,925,185
Total shareholders' equity	**160,423,666**	203,651,576
	1,244,087,637	1,304,524,772

See accompanying notes

On behalf of the Board:

_____ Director _____ Director

Monette Farms Ltd.

Combined statement of retained earnings

Year ended October 31

	2025 $	2024 $
Retained earnings, beginning of year	**203,925,185**	283,884,001
Net loss for the year	**(41,194,151)**	(73,139,337)
Dividends	**-**	(280,000)
Premium on redemption of preferred shares *[note 17]*	**(568,000)**	(6,539,479)
Retained earnings, end of year	**162,163,034**	203,925,185

See accompanying notes

Monette Farms Ltd.

Combined statement of loss

Year ended October 31

	2025 $	2024 $
Revenues *[note 18]*	**330,568,413**	275,978,655
Production expenses *[note 19]*	**182,599,487**	146,164,264
Production margin	**147,968,926**	129,814,391
Operating expenses		
Equipment rental	**22,598,300**	14,616,936
Fuel and lubrication	**11,293,132**	11,427,641
Lease	**24,066,881**	17,864,472
Repairs and maintenance	**9,645,538**	9,576,469
Wages and benefits	**37,439,891**	33,076,566
	105,043,742	86,562,084
General and administrative expenses *[schedule 1]*	**27,403,818**	23,028,569
Income before the following	**15,521,366**	20,223,738
Other income (expenses)		
Amortization	**(28,154,131)**	(32,786,082)
Gain on foreign exchange	**322,070**	906,162
Gain on disposal of property and equipment	**35,385,225**	23,166,903
Unrealized gain on non-current livestock	**16,159,905**	-
Loss on disposal of investments and change in fair value of marketable securities	**(240,519)**	(286,866)
Loss on change in fair value of derivative financial instruments	**(12,610,776)**	(33,378,280)
Impairment loss *[note 6]*	**(1,212,359)**	(4,631,166)
Incentives received *[note 14]*	**-**	750,000
Interest	**(67,533,158)**	(49,772,347)
Other income	**3,786,821**	2,679,286
Litigation expense	**(2,700,000)**	-
	(56,796,922)	(93,352,390)
Net loss before income taxes	**(41,275,556)**	(73,128,652)
Provision for (recovery of) income taxes *[note 20]*	**(81,405)**	10,685
Net loss for the year	**(41,194,151)**	(73,139,337)

See accompanying notes

Monette Farms Ltd.

Combined statement of cash flows

Year ended October 31

	2025 $	2024 $
Operating activities		
Net loss for the year	**(41,194,151)**	(73,139,337)
Add (deduct) items not involving cash		
Amortization	**28,154,131**	32,786,082
Gain on disposal of property and equipment	**(35,385,225)**	(23,166,903)
Loss (gain) on disposal of investments and change in fair value of marketable securities	**101,867**	(180,934)
Non-cash interest	**1,165,915**	1,286,936
Investment income	**(2,216,052)**	(491,987)
Impairment expense	**1,212,359**	4,631,166
Non-cash foreign exchange impacts	**(2,340,447)**	(1,276,374)
Loss (gain) on sale of livestock	**(2,728,232)**	224,563
Unrealized gain on non-current livestock	**(16,159,905)**	-
	(69,389,740)	(59,326,788)
Net change in non-cash working capital balances		
Accounts receivable	**47,422,606**	14,684,144
Inventories	**(65,887,470)**	(37,395,242)
Prepaid expenses and deposits	**10,360,740**	(3,396,503)
Other receivable	**(3,300,000)**	-
Income taxes	**340,530**	(25,028)
Derivative financial instruments	**10,259,057**	36,338,485
Accounts payable and accrued liabilities	**8,681,191**	31,660,354
Cash used in operating activities	**(61,513,086)**	(17,460,578)
Investing activities		
Marketable securities activity, net	**3,123**	2,626,820
Purchase of long-term investments	**(443,477)**	(5,793,857)
Purchase of livestock	**(1,592,586)**	(3,412,878)
Proceeds on disposal of livestock	**8,133,055**	5,048,935
Purchase of property and equipment	**(82,207,534)**	(269,657,032)
Proceeds on disposal of property and equipment	**176,629,732**	113,351,156
Cash provided by (used in) investing activities	**100,522,313**	(157,836,856)
Financing activities		
Bank indebtedness	**(28,337,566)**	6,714,277
Advances from shareholder	**600,000**	-
Repayment of advances from shareholder	**(1,542,795)**	(3,896,107)
Repayment of long-term debt	**(76,958,798)**	(29,335,632)
Proceeds of long-term debt	**67,316,354**	201,888,007
Repayment of capital lease obligation	**(86,422)**	(73,111)
Cash provided by (used in) financing activities	**(39,009,227)**	175,297,434
Net increase in cash during the year	**-**	-
Cash, beginning of year	**-**	-
Cash, end of year	**-**	-

See accompanying notes

Monette Farms Ltd.

Notes to combined financial statements

October 31, 2025

1. Nature of operations

Monette Farms Ltd. [the "Group"] comprising Monette Farms Ltd., Monette Land Corp., DMO Holdings Ltd., Goat's Peak Winery Ltd. and Monette Farms BC Ltd., were incorporated under the *Business Corporations Act* in the Provinces of Saskatchewan and British Columbia. The Group is an agricultural enterprise operating in Saskatchewan, Manitoba, Alberta, British Columbia, Arizona, Colorado and Montana. Its principal business activities include grain and produce farming in Saskatchewan, Manitoba, Alberta, British Columbia, Arizona, Colorado and Montana, production and sale of cattle in Saskatchewan, Alberta and British Columbia, and operation of grain facilities that offer rail transloading, seed cleaning and treatment services in Saskatchewan and Arizona.

2. Going concern

These combined financial statements have been prepared in accordance with accounting principles applicable to a going concern, which contemplates that the Group will continue its operations in the foreseeable future and will realize its assets and settle its liabilities in the ordinary course of business.

However, several adverse conditions cast significant doubt on this assumption. During the year ended October 31, 2025, the Group has incurred a net loss of $41,194,151 and as of that date, had $785,517,099 in debt and an additional $191,195,780 in bank indebtedness outstanding to financial institutions that is payable on demand as the Group is in breach of its covenants and has not been able to finalize any new lending agreements subsequent to year-end. As at October 31, 2025 the Group’s current liabilities exceeded current assets by $740,440,135. Should repayment of the outstanding debt be demanded, the Group’s ability to continue would be dependent on obtaining a new source of financing.

Although management has begun to implement its plan to refinance its existing debt, sell certain assets to reduce leverage, there is uncertainty that the execution of this plan will be successful and that the Group will be able to meet all of its commitments and discharge its liabilities in the normal course of business. The Group is subject to market risk and may be unable to raise future capital to fund current operations should circumstances change, which impacts the uncertainty regarding the Group’s ability to continue to operate as a going concern. Therefore, there is a material uncertainty that may cast significant doubt on the Group's ability to continue as a going concern.

The combined financial statements do not include any adjustments relating to the carrying value and classification of recorded asset and liabilities which might be necessary should the Group be unable to continue as a going concern, and such adjustments could be material.

The accompanying combined financial statements do not include any adjustments relating to the recoverability of assets and to the reclassification of asset and liability amounts that might be necessary should the Group be unable to continue its operations.

3. Summary of significant accounting policies

The Group follows Canadian accounting standards for private enterprises ["ASPE"] in preparing its combined financial statements. The significant accounting policies used are as follows:

Principles of combination and consolidation

These combined financial statements include the accounts of the Group and its wholly owned subsidiaries which include Monette Farms USA Inc., NexGen Seeds Ltd., DMO Holdings USA, Inc., Monette Seeds Ltd., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms Ontario Corp., Monette Farms BC GP Ltd., Monette Farms BC Limited Partnership, Monette Produce, LLC, Monette Produce Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., Monette Farms Land Limited Partnership, Monette Farms Land II Limited Partnership, and 1012595 DE Inc. Intercompany balances and transactions were eliminated on combination and consolidation.

Notes to combined financial statements

October 31, 2025

Foreign currency translation

The Group's presentation currency is the Canadian dollar.

Foreign currency transactions and integrated foreign operations

In the case of the Group’s foreign currency transactions and foreign operations that are integrated in terms of financial and operational management, accounts stated in foreign currencies are translated according to the temporal method. Under this method, monetary assets and liabilities are translated into Canadian dollars at the exchange rate in effect at the combined balance sheet date, and non-monetary items are translated at the prevailing historical rate at the time of the transaction. Revenues and expenses arising from foreign currency transactions are translated into Canadian dollars at the exchange rate in effect at the transaction date. The exchange gains or losses resulting from foreign currency transactions and the translation of integrated foreign operations are included in net income.

Self-sustaining foreign operations

The financial statements of foreign operations that are self-sustaining in terms of financial and operational management are translated according to the current rate method using the foreign currency as the unit of measure. Under this method, assets and liabilities are translated into Canadian dollars at the exchange rate in effect at the combined balance sheet date, and revenues and expenses are translated at the average exchange rate in effect during the year. The exchange gains or losses resulting from the translation of the financial statements of the foreign operations are presented as a cumulative translation adjustment under equity in the combined balance sheet.

Inventories and livestock

Agricultural inventories

Agricultural inventories available for immediate delivery including harvested crops and marketable livestock are measured using the net realizable value model as the products have a reliable and realizable market price with predictable disposal costs. Net realizable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and selling costs. The Group estimates the net realizable value of agricultural inventories through analysis of market reports.

Productive biological assets

For 2025 period, productive biological assets are measured at fair value on October 31, 2025. This represents a departure from ASPE and was a change in accounting policy accounted for prospectively. Increases or decreases in value are reflected through unrealized gain or loss on non-current livestock.

For 2024 period, productive biological assets were measured at cost less impairment, if any. Costs are only capitalized until biological assets become productive.

The Group's productive biological assets [comprised of non-current livestock] were managed on a collective basis to maintain their collective productive capacity indefinitely. Such productive biological assets are considered to have an indefinite useful life and are not subject to amortization. They are reviewed for impairment whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. Recoverability is assessed by comparing the carrying amount of a productive biological asset with the total of the undiscounted cash flows expected from its use and disposition. If the carrying amount of the productive biological asset is not recoverable, the impairment loss to be recognized is measured as the amount by which the carrying amount of the asset exceeds its fair value. Any impairment results in a write-down of the asset and a charge to income during the year. An impairment loss is not reversed if the fair value of the related asset subsequently increases.

Other inventories

Inventories including grain commodities, produce commodities, and seed commodities that are readily convertible to cash because of their commodity characteristics, widely available markets and international pricing mechanisms are measured at their fair value less costs to sell, with changes to fair value recognized in commodities purchased for resale expense. Fair value is determined using exchange traded prices.

Inventories including agricultural inputs comprised of chemical, fertilizer and fuel are recorded at the lower of cost and net realizable value. Cost is determined by the weighted average method. Net realizable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and selling costs. The Group estimates the net realizable value of agricultural inventories through analysis of market reports.

Long-term investments

Long-term investments include equity investments that are not quoted in an active market, equity investments in which the Group has significant influence, accumulated cash surrender value of a life insurance policy and net patronage allocations from co-operatives.

The Group's investment in equity investments that are not quoted in an active market and investment in equity instruments in which the Group has significant influence are accounted for using the cost method. Accordingly, the investments are recorded at acquisition cost, less any provisions for impairment. Investment income is recognized when dividends or distributions are declared.

The Group's cash surrender value of life insurance policy is determined by its underwriter.

The Group's net patronage allocations by co-operatives are the accumulated unpaid allocations.

Property and equipment

Property and equipment are recorded at cost less accumulated amortization. Assets under capital leases are recorded at cost, which corresponds to the present value of the minimum lease payments on initial recognition, less accumulated amortization.

Amortization of property and equipment and assets under capital leases are calculated over their estimated useful lives using the declining balance method and the following durations:

Aircraft	12.5%
Buildings	2%-5%
Computer equipment	27.5%
Equipment	10%
Paving	4%
Vehicles	15%-20%

Amortization of leasehold improvements is recorded straight-line over the remaining term of the lease.

Leases

A lease that transfers substantially all of the benefits and risks of ownership is classified as a capital lease. At the inception of a capital lease, an asset and a payment obligation is recorded at an amount equal to the lesser of the present value of the minimum lease payments and the property's fair market value. Assets under capital leases are amortized on the declining balance basis, over their estimated useful lives.

All other leases are accounted for as operating leases and rental payments are expensed as incurred.

Impairment

Long-lived assets subject to amortization

Property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. Impairment is assessed by comparing the carrying amount of an asset to be held and used with the total of the undiscounted cash flows expected from its use and disposition. If the asset is impaired, the impairment loss to be recognized is measured as the amount by which the carrying amount of the asset exceeds its fair value, generally determined on a discounted cash flow basis. Any impairment results in a write-down of the asset and a charge to income during the year. An impairment loss is not reversed if the fair value of the related asset subsequently increases.

Investments accounted for using the cost or equity method

At the end of each reporting period, the Group assesses whether there are any indications that an investment may be impaired. When there is an indication of impairment, the Group determines whether a significant adverse change has occurred during the period in the expected timing or amount of future cash flows from the investment. If the investment is impaired, the Group reduces the carrying amount of the investment to the higher of the following:

• The present value of the cash flows expected to be generated by holding the investment, discounted using a current market rate of interest appropriate to the asset; and
• The amount that could be realized by selling the asset as at the combined balance sheet date.

When the extent of impairment of a previously written down investment decreases and the decrease can be related to an event occurring after the impairment was recognized, the previously recognized impairment loss is reversed to the extent of the improvement. The adjusted carrying amount of the investment shall be no greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of the reversal is recognized in net income in the period the reversal occurs.

Financial assets measured at cost and amortized cost

When there are indications of possible impairment, the Group determines if there has been a significant adverse change to the expected timing or amounts of future cash flows expected from the financial asset. The amount of any impairment loss is determined by comparing the carrying amount of the financial asset with the highest of three amounts:

• For an arm's length financial asset, the present value of the cash flows expected to be generated by holding the asset, discounted using a current market rate of interest appropriate to that asset, and for a related party debt instrument, the undiscounted cash flows expected to be generated by holding the asset, excluding interest and dividend payments;
• The amount that could be realized by selling the asset as at the combined balance sheet date; and
• The amount the Group expects to realize by exercising its right to any collateral held to secure repayment of the asset, net of all costs necessary to exercise those rights.

A previously recognized impairment loss is reversed to the extent that the improvement can be related to an event occurring after the impairment was recognized, but the adjusted carrying amount of the financial asset shall be no greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized.

Notes to combined financial statements

October 31, 2025

Revenue recognition

Revenues from the sale of grain, produce, seed, and cattle are recognized when shipped to the customer if same day or in accordance with specified incoterms of the arrangement where applicable. Harvested crops, and marketable cattle are recorded at the net farm price [market price less selling costs] with the adjustment included in revenue. The Group participates in crop insurance programs. Crop insurance is recognized when it can be reasonably estimated, and its entitled under the terms of the policy. Miscellaneous income and all other income are recognized when measurable, the related performance requirements are satisfied and collection is reasonably assured.

Income taxes

The Group follows the taxes payable method whereby only the cost or benefit of current income taxes for the year is reported, as determined in accordance with the rules established by the taxation authorities.

Financial instruments

The Group initially measures its arm's length financial assets and liabilities at fair value.

Related party financial instruments that are not required to be initially measured at fair value are instead initially measured at cost. Cost is determined based on whether or not the instrument itself or, as the next alternative, the consideration transferred from or received by the Group, has repayment terms. If there are repayment terms, cost generally represents the undiscounted cash flows, excluding interest and dividend payments. Otherwise, cost is determined using the carrying or exchange amount of such consideration transferred or received, depending on the circumstances.

The Group subsequently measures all its arm's length financial assets and financial liabilities at amortized cost, except for marketable securities that are quoted in an active market and derivative financial instruments that are measured at fair value, and its related party financial instruments using the cost method less impairment.

Financial instruments include marketable securities, accounts receivable, other receivable, derivative financial instruments, long-term investments, bank indebtedness, accounts payable and accrued liabilities, due to shareholder, and long-term debt.

Use of estimates

The preparation of combined financial statements in conformity with ASPE requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as at the date of the combined financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include but are not limited to allowance for doubtful accounts on accounts receivable, fair value less costs to sell of grain and seed commodities held for resale, net realizable value of agricultural inventories, the useful lives of long-lived assets including other asset, property and equipment, the recoverability of such assets by their estimated future undiscounted cash flows and valuation of derivative financial instruments. Actual results could differ from those estimates.

4. Changes in accounting policies

Effective November 1, 2024, the Group adopted the new Accounting Guideline AcG-20, *Customer's Accounting for Cloud Computing Arrangements* ["AcG-20"]. This new guideline provides guidance on both accounting for a customer's expenditures in a cloud computing arrangement and determining whether a software intangible asset exists in the arrangement.

Under the new AcG-20, enterprises are provided with an optional simplification approach to expense as incurred the expenditures related to the elements in a cloud computing arrangement. When an enterprise does not apply the simplification approach, AcG-20 provides factors to assist the enterprise in determining whether the arrangement includes a software intangible asset or is a software service. An accounting policy choice is also available to either capitalize directly attributable expenditures on implementation activities when the arrangement is a software service or expense such expenditures as incurred. AcG-20 also clarifies that an enterprise may determine a method on a rational and consistent basis for allocating arrangement consideration to significant separable elements in an arrangement and that an enterprise applies Section 3064, *Goodwill and Intangible Assets*, to account for the significant elements unless the elements are tangible assets or rights to use tangible assets. Lastly, AcG-20 requires enterprises to disclose information on how the arrangement is accounted for in their financial statements.

The Group adopted the new AcG-20 retrospectively. The adoption of this new guideline had no significant impact on the Group's combined financial statements.

5. Inventories

	2025 $	**2024** $
Crop inputs	**33,428,469**	33,110,590
Grain and seed commodities	**9,933,561**	17,180,313
Bulk wine	**-**	275,753
Total inventories	**43,362,030**	50,566,656
Harvested crops	**196,222,386**	151,487,228
Marketable cattle	**28,525,527**	17,160,226
Total agricultural inventories	**224,747,913**	168,647,454
Total current inventories	**268,109,943**	219,214,110
Non-current livestock cost	**34,275,494**	21,096,092
Fair value adjustments	**16,159,905**	-
Non-current livestock	**50,435,399**	21,096,092

Quantities of agricultural inventories include:

	2025	2024
Wheat	**100,345**	97,235
Canola	**125,244**	70,637
Other pulses	**55,745**	39,912
Durum	**66,233**	28,394
Produce	**29,061**	20,185
Peas	**20,276**	19,939
Other	**16,843**	13,123
Total harvested crops [metric tonnes]	**413,747**	289,425
Marketable cattle	**8,134**	7,024
Non-current livestock	**11,131**	8,822
Total livestock [head]	**19,265**	15,846
	433,012	305,271

Net realizable value changes and expenses related to agricultural inventories include:

	2025 $	2024 $
Harvested crop net realizable value changes included in grain revenue	**40,188,781**	(12,092,085)
Gain on marketable cattle included in cattle revenue	**17,101,925**	2,244,768
Feed net realizable value changes included in feed expense	**(4,623,562)**	(3,909,955)
Realized (loss) gain on non-current livestock included in cattle revenue	**2,728,232**	(224,563)
	55,395,376	(13,981,835)

6. Long-term investments

	2025 $	2024 $
Private equity instruments	**4,608,110**	4,284,780
Cash surrender value of life insurance	**10,064,796**	7,896,786
Co-operative net patronage allocations	**413,727**	325,618
	15,086,633	12,507,184

The Group's investment in private equity instruments as at October 31, 2025 of $4,608,110, [2024 - $4,284,780] is net of an allowance for impairment of $6,005,000 [2024 - $6,725,000]. An impairment loss on private equity instruments of $nil [2024 - $720,000] was recognized in the year.

7. Other asset

This asset represents the fully paid premium on the critical illness and disability insurance policy in which the Group is the beneficiary and Darrel Monette, shareholder is the insured. The premium is subject to amortization using the straight-line method over the policy's expected life of 20 years. The estimate of the policy's expected life is reviewed annually. Amortization in the current year was recognized in the amount of $954,660 [2024 - $954,660].

8. Property and equipment

	2025			2024
	Cost	Accumulated amortization	Net book value	Net book value
	$	$	$	$
Aircraft	**2,549,898**	**996,888**	**1,553,010**	1,760,945
Buildings	**159,074,021**	**18,026,726**	**141,047,295**	143,969,337
Capital assets under construction	**9,102,366**	**-**	**9,102,366**	5,761,309
Computer equipment	**319,942**	**166,773**	**153,169**	133,148
Equipment	**102,940,111**	**25,339,452**	**77,600,659**	81,538,424
Leasehold improvements	**15,072,237**	**4,351,822**	**10,720,415**	11,583,052
Office equipment	**12,056**	**-**	**12,056**	12,056
Paving	**9,000**	**4,135**	**4,865**	5,063
Vehicles	**87,661,214**	**25,567,392**	**62,093,822**	105,837,130
Vineyard	**155,344**	**-**	**155,344**	155,344
	376,896,189	**74,453,188**	**302,443,001**	350,755,808
Land	**559,749,684**	**-**	**559,749,684**	596,708,534
	936,645,873	**74,453,188**	**862,192,685**	947,464,342

9. Bank indebtedness

The Group has a revolving operating facility through its Bank of Nova Scotia ["Scotiabank"] syndicated credit facility for a maximum amount of $190,000,000 [2024 - $200,000,000], bearing interest as described below.

	2025	2024
	$	$
Scotiabank syndicated demand operating loan, bearing interest at a floating rate of one month Canadian Overnight Repo Rate Average ["CORRA"] plus 3.25% or Canadian prime rate plus 2.00%, security described in note 12	**134,231,000**	138,000,000
Scotiabank syndicated USD demand operating loan, bearing interest at a floating rate of the Secured Overnight Financing Rate ["SOFR"] plus 3.25%, security described in note 12	**37,848,600**	37,573,200
Scotiabank USD demand operating loan, bearing interest at U.S. Base Rate, security described in note 12	**7,902,457**	7,364,790
Scotia Private Banking credit line, bearing interest at Scotia Bank prime rate less 0.50%, secured by cash surrender value of life insurance	**7,721,867**	5,616,560
Scotiabank Yield More financing credit line, bearing interest at Canadian prime plus 1.95%, secured by inventory	**1,601,967**	-
Scotiabank Yield More financing credit line, bearing interest at Canadian prime plus 1.95%, secured by inventory	**1,121,394**	-
Scotiabank CAD demand operating loan, bearing interest at Canadian prime, security described in note 12	**-**	3,837,000
PHI Financial Services demand loans, bearing interest at Canadian prime plus 1%	**177,549**	-
Scotiabank Yield More financing credit line, bearing interest at Canadian prime plus 1.95%, secured by inventory	**-**	2,397,478
Cheques issued in excess of bank balances	**590,946**	24,744,318
	191,195,780	219,533,346

Security relating to all facilities except Scotiabank Yield More and Scotia Private Banking credit lines, are disclosed in note 12.

Scotiabank's prime rate of interest as at October 31, 2025 was 6.09% [2024 - 6.49%].

Scotiabank's U.S. Base rate as at October 31, 2025 was 7.00% [2024 - 8.00%].

10. Derivative financial instruments

At the combined balance sheet date, the fair value of commodity futures, interest rate swaps or foreign exchange futures were determined by reference to quotations from a derivatives dealers which the Group accepts as the fair value of this instrument. The Group’s interest rate swap arrangements, have termination dates between October 31, 2026 and March 31, 2035, at fixed rates ranging from 2.13% to 4.40%. The swaps mature monthly.

The notional values of the derivative financial instruments and their related carrying values have been summarized and included in the table below.

Assets

	2025		2024	
	Notional amount $	**Carrying amount** $	**Notional amount** $	**Carrying amount** $
Commodity options and futures [Notional in CAD]	**811,897**	**811,897**	9,825,000	67,500
Commodity options and futures [Notional in USD]	**1,262,752**	**253,190**	12,773,375	125,465
	2,074,649	**1,065,087**	22,598,375	192,965

Liabilities

	2025		2024	
	Notional amount $	**Carrying amount** $	**Notional amount** $	**Carrying amount** $
Foreign exchange [Notional in CAD]	**5,000,000**	**1,736**	16,250,000	450,542
Interest rate swaps [Notional in CAD]	**433,632,158**	**18,166,163**	478,834,641	9,503,154
Interest rate swaps [Notional in USD]	**29,723,184**	**(62,651)**	55,649,320	(2,979,627)
	468,355,342	**18,105,248**	550,733,961	6,974,069

11. Redeemable preferred shares liability

Redeemable preferred shares include 12,000,000 Class K non-voting preferred shares issued by DMO Holdings Ltd. redeemable at the shareholder's option for $12,000,000. The Class K preferred shares were issued in a transaction that included equity of multiple companies. As a result these shares are to be classified as a current financial liability under ASPE.

12. Long-term debt

	2025 $	2024 $
Scotiabank syndicated demand loan repayable in quarterly instalments of principal of 1.25% per quarter, plus quarterly interest at a floating rate of one-month Canadian Overnight Repo Rate Average ["CORRA"] plus 3.25%, due April 2026, security described below	**598,324,000**	611,192,000
Scotiabank syndicated USD term facility repayable in quarterly instalments of principal of 1.25% USD per quarter, plus quarterly interest at a floating rate of the Secured Overnight Financing Rate ["SOFR"] plus 3.25%, due April 2026, security described below	**119,698,300**	139,160,000
Stockmen's Financial Ltd. callable credit facility with a credit limit of $30,000,000, accruing interest at a floating rate of prime plus 1.5%, due April 2026, secured by specific inventory with a carrying value of $78,960,926	**25,310,435**	-
DS Wealth Solutions Ltd. loan accruing interest at 6% per annum, non-recourse except for collateral charge over all rights, title and interest in the Group's critical illness and disability policy *[note 6]*, due in full May 2030	**23,901,779**	22,735,865
Vendor take back mortgage, accruing interest at between prime rate less 2% and prime rate, secured by land with a carrying value of $16,644,000, maturing February 2028	**16,666,500**	16,967,000
Interest free CNH Industrial Capital Canada Ltd., repayable in semi-annual payments of $223,595, secured by equipment with carrying value of $1,078,461, due June 2027	**920,521**	1,367,512
2.5% fixed rate USD loan repayable to private individuals, repaid during the year	**-**	1,532,484
	784,821,535	792,954,861
Less deferred financing charges	**451,436**	118,254
	784,370,099	792,836,607
Less current portion	**447,190**	1,973,819
Less callable portion	**743,332,735**	750,352,000
	40,590,174	40,510,788

Scotiabank Syndicated Credit Agreement

The Scotiabank syndicated credit agreement is syndicated between The Bank of Nova Scotia, Farm Credit Canada, Bank of Montreal, Royal Bank of Canada, Canadian Imperial Bank of Commerce, TD Bank, Canadian Western Bank, Conexus Credit Union and Export Development Canada for up to $908,000,000 [2024 - $930,000,000] in credit facilities including a $190,000,000 [2024 - $180,000,000] revolving operating facility, and a $718,000,000 [2024 - $750,000,000] revolving capital facility, as well as a $12,000,000 [2024 - $12,000,000] individual borrower facility for Darrel Monette.

A lump sum repayment is attached to the non-revolving credit facility which is required within 210 days of each fiscal year of the Group when the combined fixed charge coverage ratio for the fiscal year is equal to or greater than 1.20:1.00. The lump sum payment is calculated as earnings before interest, taxes, depreciation and amortization less scheduled principal repaid on all amortizing debt, less cash interest and cash taxes paid to a maximum of $12,500,000 per year plus an amount equal to the aggregate distributions made in excess of $5,000,000.

The Scotiabank syndicated demand loans outlined above are in the form of bankers' acceptance notes which are renewed on a monthly basis.

Scotiabank loans are due on demand and subject to certain financial covenants with respect to maintaining a minimum fixed charge coverage ratio of 1.20:1.00, and maximum debt to tangible net worth of 2.50:1.00. As at October 31, 2025, the Group is not in compliance with its minimum fixed charge coverage ratio. As Scotiabank loans are callable and presented as part of current liabilities, no changes in presentation are required as a result of non-compliance with covenants.

General security for all syndicated credit facilities above are as follows:

- General security agreement providing a first charge over all the present and future personal property and undertakings of the Group;
- $2,000,000,000 first charged fixed and floating charge mortgage over all present and future acquired real property; and
- Guarantee by the shareholders and combined companies.

Excluding the callable amounts identified above, estimated principal repayments are as follows:

	$
2026	447,190
2027	447,190
2028	16,692,641
2029	-
2030	23,901,779

13. Capital lease obligation

	2025 $	2024 $
Scotia Leasing payable in semi-annual instalments of $120,925, including interest at thirty-day CAD-BA-CORRA plus 7.21% per annum, due October 2026	**1,147,000**	1,233,422
Less current portion	**1,147,000**	1,233,422
	-	-

The capital leases are secured by assets under capital lease obligations with a net book value of $678,842 [2024 - $775,820].

Capital lease obligations are subject to certain financial covenants with respect to maintaining a minimum fixed charge coverage ratio of 1.20:1.00, and maximum debt to tangible net worth of 2.50:1.00. As at October 31, 2025, the Group is not in compliance with its minimum fixed charge coverage ratio. As Scotiabank loans are current, no changes in presentation are required as a result of non-compliance with covenants.

14. Contingent liabilities

Contingent payment

During the year ended October 2023, the Group received incentives of $21,068,907 from its participation in John Deere's ["JD"] Strategic Account Agreement ["SAA"]. At the beginning of this agreement, the Group is required to change the composition of its property and equipment to use certain JD products. At its discretion, the Group may end its participation in the SAA by paying a pro-rata amount of the incentives received to use non-JD products. As at October 31, 2025, the Group is required to pay $8,427,563 to JD to end its participation in the SAA.

Standby letters of credit

The Group is contingently liable for one standby letter of credit in the amount of $8,000,000.

15. Commitments

The Group has the following commitments which include operating leases for rental of farm land and buildings and other agreements. The schedule of repayments over the next five years is as follows:

	$
2026	34,833,943
2027	25,613,754
2028	21,433,914
2029	16,220,837
2030	9,436,179

The Group entered into working agreements where the Group agreed to provide the appropriate crop inputs, farm equipment, and expertise in crop production. In return, the other party to the agreement agreed to provide land and expertise. The length of these agreements range from short-term to indefinite.

The Group has entered into an agreement whereby the annual premiums on a whole life insurance policy of $500,901 are to be paid annually over a 10-year period.

16. Guarantees

As at October 31, 2025, the Group has guaranteed the credit facility term loan of Darrel Monette, shareholder, up to a maximum amount of $12,000,000 [2024 - $12,000,000]. As at October 31, 2025, the balance outstanding was $11,260,000 [2024 - $11,260,000]. In the event of default on this loan, the Group would be required to fund the default to the maximum amount specified.

17. Share capital

Authorized

Unlimited number of Class A voting common shares
Unlimited number of Class B voting common shares
Unlimited number of Class C voting common shares
Unlimited number of Class D voting common shares
Unlimited number of Class K non-voting preferred shares, redeemable at the option of the holder at $1 per share
Unlimited number of Class L non-voting preferred shares, redeemable at the option of the holder at $1 per share
Unlimited number of Class M non-voting preferred shares, redeemable at the option of the holder at $1 per share
Unlimited number of Class N non-voting preferred shares, redeemable at the option of the holder at $1 per share
Unlimited number of Class O non-voting preferred shares, redeemable at the option of the holder at $1 per share

Issued

		2025 $	2024 $
300	Class A common shares	**300**	300
100	Class C common shares	**100**	100
100	Class D common shares	**100**	100
12,000,000	Class K preferred shares, redeemable at $12,000,000	**-**	-
2,000	Class M preferred shares, redeemable at $2,000	**-**	-
4,309,546	Class N preferred shares, redeemable at $4,309,546 [2024 - 4,877,546 and $4,877,546]	**10**	11
46,675,900	Class O preferred shares, redeemable at $46,675,900	**51**	51
		561	562

During the year, 568,000 [2024 - 6,539,493] Class N preferred shares were redeemed with a total carrying amount of $1 [2024 - $14] for $568,000 [2024 - $6,539,493]. This redemption resulted in a premium on redemption of $568,000 [2024 - $6,539,479].

The Group also has retractable or mandatorily redeemable Class K preferred shares outstanding which are presented as a financial liability. Refer to note 11.

18. Revenues

	2025 $	2024 $
Agricultural production *[notes 4 and 5]*		
Cereal	**77,812,911**	73,432,230
Crop insurance	**2,021,288**	18,055,109
Oil seeds	**95,907,561**	61,835,740
Other	**8,504,587**	9,233,450
Pulses	**13,132,593**	20,709,334
Produce	**37,620,440**	22,276,580
	234,999,380	205,542,443
Seeds and services		
Seeds and Services	**56,322,005**	51,672,613
Livestock *[notes 4 and 5]*		
Cattle	**39,247,028**	18,763,599
	330,568,413	275,978,655

19. Production expenses

	2025 $	2024 $
Production expenses		
Cattle and veterinary	**1,205,023**	1,254,743
Chemical	**24,874,720**	27,751,831
Crop insurance	**8,798,557**	8,058,923
Crop share payments	**10,214,639**	3,965,567
Custom work	**2,129,492**	4,604,438
Feed	**7,698,220**	3,906,953
Fertilizer	**38,693,823**	36,965,829
Freight and trucking	**5,300,866**	4,728,190
Other	**2,631,628**	2,549,478
Produce (chemical)	**1,017,618**	64,143
Produce (custom work)	**8,314,676**	69,045
Produce (freight and trucking)	**1,558,437**	1,717,916
Produce (packaging other)	**3,386,511**	3,192,054
Produce (seed)	**6,719,307**	2,563,412
Produce (spoilage)	**710,781**	32,407
Seed	**19,315,974**	5,843,193
	142,570,272	107,268,122
Seeds and services		
Commodities purchased for resale	**29,867,744**	30,698,895
Freight and trucking	**8,080,591**	7,425,172
Other	**2,080,880**	772,075
	40,029,215	38,896,142
	182,599,487	146,164,264

20. Income taxes

The income tax expense differs from the amount computed by applying Canadian statutory rates to income before taxes for the following reasons:

	2025 $	2024 $
Combined basic federal, provincial and state income taxes at statutory rates	**27%**	27%
Net loss for the year before income taxes	**(41,275,556)**	(73,128,652)
Anticipated income tax recovery of	**(11,144,000)**	(19,745,000)
Tax effect of the following:		
Temporary differences	**15,547,495**	19,367,670
Permanent expense differences	**(4,317,058)**	361,291
Other	**(167,842)**	26,724
Income tax expense (recovery of)	**(81,405)**	10,685

For income tax purposes, the Group has $17,973,000 [2024 - $16,352,000] of non-capital losses which can be applied to reduce future years' taxable income in Canada and $57,713,000 [2024 - $46,752,000] in the US through its US subsidiaries.

21. Related party transactions

The Group is related to Monette Ag Ventures Ltd. ["MAG"] by virtue of common significant influence. The owner of MAG is a manager at the Group. Transactions with this related party include a working arrangement whereby MAG provides the farm land and expertise and the Group provides the appropriate crop inputs, farm equipment, and expertise in crop production. MAG received a percentage of the Group's earnings before interest, taxes, depreciation and amortization, based on the fair market value of MAG's land and other contributions. The current year payments related to MAG are $1,603,723 expense [2024 - $900,535 expense] included in crop share payments.

These transactions are in the normal course of the operations and are measured at their exchange amount, which is the amount of consideration established and agreed to by the related parties.

Amounts owing from MAG in accounts receivable as at October 31, 2025, totalled $nil [2024 - $205,808] and amounts owing to MAG in accounts payable as at October 31, 2025, totalled $899,595 [2024 - $1,614,587].

Amounts due to shareholder are non-interest bearing, unsecured, with no fixed term of repayment.

22. Financial instruments - risks and uncertainties

The Group is exposed to various financial risks through transactions in financial instruments. The following provides information in assessing the extent of the Group's exposure to these risks.

Currency risk

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The following table provides a summary of US dollar denominated assets and liabilities [reported in CAD]:

	2025 $	**2024** $
Marketable securities	**472,289**	512,749
Accounts receivable	**3,318,260**	6,251,379
Bank indebtedness	**(42,463,822)**	(44,175,240)
Accounts payable and accrued liabilities	**(13,169,458)**	(6,067,273)
Long-term debt	**(119,445,110)**	(140,692,484)

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Group's main credit risk relates to its accounts receivable of $24,505,809 [2024 - $72,241,212]. As at October 31, 2025, one customer comprised 16% of accounts receivable [2024 - one customer, 36%].

Liquidity risk

Liquidity risk is the risk that the Group will encounter difficulty in meeting obligations associated with financial liabilities. The Group is exposed to this risk mainly in respect of its bank indebtedness, accounts payable and accrued liabilities, long-term debt, capital lease obligations and operating lease commitments.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Group is exposed to interest rate risk on its fixed and floating interest rate financial instruments. Fixed interest rates subject the Group to a fair value risk, while variable rates subject it to a cash flow risk.

Other price risk

Other price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices [other than those arising from interest rate risk or currency risk], whether those changes are caused by factors specific to the individual financial instrument or its issuer, or factors affecting all similar financial instruments traded in the market. The Group is exposed to other price risk through its marketable securities as equity instruments are quoted in an active market.

23. Subsequent events

Subsequent to the date of the combined financial statements, the Group sold land, equipment and livestock for proceeds of $50,200,000, $9,500,000 and $8,350,000 respectively.

Schedule of general and administrative expenses

Year ended October 31

	2025 $	2024 $
Bad debts	**810**	14,686
Insurance	**6,348,456**	3,353,439
Interest and bank charges	**1,552,088**	1,562,923
Meals and entertainment	**636,476**	527,202
Memberships and subscriptions	**815,059**	585,880
Office and miscellaneous	**2,119,786**	2,402,260
Professional fees	**4,949,245**	5,521,401
Property taxes	**2,607,331**	2,009,228
Small tools	**441,785**	425,250
Supplies	**4,803,608**	3,457,232
Telephone and utilities	**2,259,021**	1,908,368
Travel	**870,153**	1,260,700
	27,403,818	23,028,569

See accompanying notes

This is **Exhibit "H"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

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000288

Jurisdiction	Registration Number	Debtor (searched party)	Debtors (other debtors for multiple debtors)	Secured Party	Date of Registration	Date of Expiry	ALLPAAP?	Land Charge?	No. of Equipment	No. of Vehicles	Collateral (if not ALLPAAP, land charge or PMSI)
SK	301308561	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	6-Mar-15	6-Mar-27	N	N	15		N/A
SK	301309542	MONETTE FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	10-Mar-15	10-Mar-27	N	N	N/A		N/A
SK	301309731	MONETTE FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	10-Mar-15	10-Mar-27	N	N	N/A		N/A
SK	301565847	MONETTE FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	14-Dec-16	14-Dec-28	N	N	N/A		N/A
SK	301566219	MONETTE FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	14-Dec-16	14-Dec-28	N	N	N/A		N/A
SK	301611347	MONETTE DARREL	N/A	INPUT CAPITAL CORP.	17-Apr-27	17-Apr-17	N	N	N/A		Canola and all related insurance proceeds and any entitlements to the canola
SK	301849111	MONETTE FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	14-Dec-16	14-Dec-28	Y	N	N/A		N/A
SK	301849112	DMO HOLDINGS LTD.	N/A	THE BANK OF NOVA SCOTIA	14-Dec-18	6-Dec-28	Y	N	N/A		N/A
SK	301849114	MONETTE FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	14-Dec-16	15-Dec-28	N	N	2		N/A
SK	301849115	MONETTE DARREL	N/A	THE BANK OF NOVA SCOTIA	14-Dec-18	15-Dec-28	Y	N	N/A		N/A
SK	301849117	MONETTE FARM FAMILY TRUST	N/A	THE BANK OF NOVA SCOTIA	14-Dec-18	14-Dec-28	N	N	N/A	N/A	Debts and liabilities of related companies owing to the debtor, all securities, investment property, subtitute shares and proceeds from goods, chattel paper, money, intangibles etc.
SK	301864129	A.L.W. HOLDINGS LTD.	N/A	THE BANK OF NOVA SCOTIA	31-Jan-19	31-Jan-29	Y	N	N/A		N/A
SK	301864135	NEXGEN SEEDS LTD.	N/A	THE BANK OF NOVA SCOTIA	31-Jan-19	31-Jan-29	Y	N	N/A	N/A	N/A
SK	301933106	MONETTE DARREL	N/A	THE BANK OF NOVA SCOTIA	30-Jul-19	30-Jul-29	N	N	N/A		All debts, demands and choses in action
SK	301976470	MONETTE FARMS USA, INC.	N/A	THE BANK OF NOVA SCOTIA	15-Nov-19	15-Nov-29	Y	N	N/A	N/A	N/A
SK	301976566	GOAT'S PEAK WINERY LTD.	N/A	THE BANK OF NOVA SCOTIA	15-Nov-19	15-Nov-29	Y	N	N/A	N/A	N/A
SK	302045789	MONETTE FARMS ONTARIO CORP	N/A	THE BANK OF NOVA SCOTIA	17-Jun-20	17-Jun-30	Y	N	N	N/A	N/A
SK	302082602	MONETTE FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	18-Sep-20	17-Sep-26	N	N	3		N/A
SK	302270045	MONETTE FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	22-Mar-22	22-Mar-32	Y	N	N/A		N/A
SK	302305315	MONETTE FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	17-Jun-22	17-Jun-27	Y	N	N/A		N/A
SK	302332044	MONETTE FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	29-Aug-22	29-Aug-32	N	N	20		N/A
SK	302353206	MONETTE SEEDS LTD.	N/A	THE BANK OF NOVA SCOTIA	27-Oct-22	27-Oct-32	Y	N	N/A		N/A
SK	302371884	MONETTE FARMS LTD.	N/A	AGRITEAM SERVICES INC.	22-Dec-22	22-Dec-47	N	N	N/A		N/A
SK	302400632	MONETTE DARREL	N/A	THE BANK OF NOVA SCOTIA	27-Mar-23	27-Mar-33	Y	N	N/A		N/A
SK	302400633	MONETTE FARMS BC LTD.	N/A	THE BANK OF NOVA SCOTIA	27-Mar-23	27-Mar-33	Y	N	N/A	N/A	N/A
SK	302400635	102134752 SASKATCHEWAN LTD.	N/A	THE BANK OF NOVA SCOTIA	27-Mar-23	27-Mar-33	Y	N	N/A		N/A
SK	302400636	DABOO FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	27-Mar-23	27-Mar-33	Y	N	N/A		N/A
SK	302400637	MONETTE LAND CORP.	N/A	THE BANK OF NOVA SCOTIA	27-Mar-23	27-Mar-33	Y	N	N/A	N/A	N/A
SK	**302422732**	AGRIVENTURES HOLDINGS INC.	N/A	THE BANK OF NOVA SCOTIA	23-May-23	23-May-33	Y	N	N/A		N/A
SK	302422733	OF THE PLAINS ORGANICS INCORPORATED	N/A	THE BANK OF NOVA SCOTIA	23-May-23	23-May-33	Y	N	N/A		N/A

Jurisdiction	Registration Number	Debtor (searched party)	Debtors (other debtors for multiple debtors)	Secured Party	Date of Registration	Date of Expiry	ALLPAAP?	Land Charge?	No. of Equipment	No. of Vehicles	Collateral (if not ALLPAAP, land charge or PMSI)
SK	302422734	SUNRISE POTATO FARM INC.	N/A	THE BANK OF NOVA SCOTIA	23-May-23	23-May-33	Y	N	N/A		N/A
		MONETTE FARMS LTD.			10/18/2023						General Collateral described in the Agreement and all present and after-acquired attachments, accessories, repair or replacement parts and other personal property placed on or added to the collateral.
SK	302476380		N/A	THE BANK OF NOVA SCOTIA		18-Oct-29	N	N	N/A		
SK	302536241	MONETTE PRODUCE LTD.	N/A	THE BANK OF NOVA SCOTIA	10-Apr-24	10-Apr-34	Y	N	N/A		N/A
SK	302544604	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	30-Apr-24	30-Apr-26	N	N	2		N/A
SK	302557618	MONETTE FARMS LTD.	N/A	CNH INDUSTRIAL CAPITAL CANADA	31-May-24	31-May-28	N	N	2		N/A
SK	302565609	MONETTE FARMS LAND GP L	MONETTE FARMS LAND LIMITED PARTNERSHIP	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
SK	302565609	MONETTE FARMS LAND LIMI	MONETTE FARMS LAND GP LTD.	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
SK	302565663	MONETTE FARMS BC GP LTD.	N/A	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
SK	302565664	MONETTE FARMS BC GP LTD.	MONETTE FARMS BC LIMITED PARTNERSHIP	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
SK	302565664	MONETTE FARMS BC LIMITED PARTNERSHIP	MONETTE FARMS BC GP LTD.	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A		N/A
SK	302565665	MONETTE FARMS LAND II GF	N/A	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
SK	302565666	MONETTE FARMS LAND II GF	MONETTE FARMS LAND II LIMITED PARTNERSHIP	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
SK	302565666	MONETTE FARMS LAND II LIMITED PARTNERSHIP	MONETTE FARMS LAND II GP LTD.	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
SK	302565667	MONETTE FARMS LAND GP L	N/A	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
SK	302578196	MONETTE FARMS LTD.	N/A	PNC VENDOR FINANCE CORPORA	24-Jul-24	24-Jul-29	N	N	3		N/A
SK	302592758	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	29-Aug-24	29-Aug-30	N	N	3		N/A
SK	302604003	MONETTE FARMS LTD.	N/A	CNH INDUSTRIAL CAPITAL CANADA	30-Sep-24	30-Sep-28	N	N	3		N/A
SK	302614509	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Oct-24	28-Oct-30	N	N	2		N/A
SK	302630909	MONETTE FARMS LTD.	N/A	STOCKMEN'S FINANCIAL LTD. FARM CREDIT CANADA	11-Dec-24	11-Dec-34	N	N	N/A		N/A
SK	302647677	MONETTE FARMS LTD.	MONETTE DARREL	RABOBANK CANADA	30-Jan-25	30-Jan-27	N	N	N/A		N/A
SK	302647677	MONETTE DARREL	MONETTE FARMS LTD.	RABOBANK CANADA	30-Jan-25	30-Jan-27	N	N	N/A		N/A
SK	302656142	MONETTE FARMS LTD.	N/A	PNC VENDOR FINANCE CORPORATION CANADA	25-Feb-25	25-Feb-29	N	N	1		N/A
SK	302656812	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	26-Feb-25	26-Feb-27	N	N	2		N/A
SK	302656980	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	26-Feb-25	26-Feb-27	N	N	2		N/A
SK	302656981	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	26-Feb-25	26-Feb-27	N	N	4		N/A
SK	302657271	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Feb-25	27-Feb-27	N	N	4		N/A
SK	302657272	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Feb-25	27-Feb-27	N	N	1		N/A
SK	302657274	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Feb-25	27-Feb-27	N	N	1		N/A
SK	302657275	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Feb-25	27-Feb-27	N	N	1		N/A
SK	302657276	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Feb-25	27-Feb-27	N	N	1		N/A
SK	302657278	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Feb-25	27-Feb-27	N	N	2		N/A
SK	302657279	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Feb-25	27-Feb-27	N	N	1		N/A

Jurisdiction	Registration Number	Debtor (searched party)	Debtors (other debtors for multiple debtors)	Secured Party	Date of Registration	Date of Expiry	ALLPAAP?	Land Charge?	No. of Equipment	No. of Vehicles	Collateral (if not ALLPAAP, land charge or PMSI)
SK	302657280	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Feb-25	27-Feb-27	N	N	1		N/A
SK	302657748	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Feb-25	28-Feb-27	N	N	2		N/A
SK	302658558	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3-Mar-25	3-Mar-27	N	N	4		N/A
SK	302658597	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3-Mar-25	3-Mar-27	N	N	2		N/A
SK	302658913	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	4-Mar-25	4-Mar-27	N	N	1		N/A
SK	302659085	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	4-Mar-25	4-Mar-27	N	N	8		N/A
SK	302659597	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	5-Mar-25	5-Mar-28	N	N	7		N/A
SK	302659765	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	5-Mar-25	5-Mar-28	N	N	7		N/A
SK	302659766	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	5-Mar-25	5-Mar-28	N	N	2		N/A
SK	302659767	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	5-Mar-25	5-Mar-28	N	N	7		N/A
SK	302659769	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	5-Mar-25	5-Mar-28	N	N	2		N/A
SK	302659770	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	5-Mar-25	5-Mar-28	N	N	9		N/A
SK	302659771	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	5-Mar-25	5-Mar-28	N	N	2		N/A
SK	302659773	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	5-Mar-25	5-Mar-28	N	N	7		N/A
SK	302660128	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	6-Mar-25	6-Mar-28	N	N	1		N/A
SK	302660267	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	6-Mar-25	6-Mar-28	N	N	9		N/A
SK	302660268	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	6-Mar-25	6-Mar-28	N	N	10		N/A
SK	302660500	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-Mar-25	7-Mar-27	N	N	9		N/A
SK	302660503	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-Mar-25	7-Mar-27	N	N	10		N/A
SK	302660900	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	10-Mar-25	10-Mar-27	N	N	3		N/A
SK	302660902	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	10-Mar-25	10-Mar-27	N	N	7		N/A
SK	302662150	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	12-Mar-25	12-Mar-27	N	N	32		N/A
SK	302662151	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	12-Mar-25	12-Mar-27	N	N	5		N/A
SK	302663313	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	14-Mar-25	14-Mar-27	N	N	8		N/A
SK	302664292	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-25	18-Mar-27	N	N	3		N/A
SK	302664372	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-25	18-Mar-27	N	N	4		N/A
SK	302664375	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-25	18-Mar-27	N	N	4		N/A
SK	302664376	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-25	18-Mar-27	N	N	4		N/A
SK	302664377	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-25	18-Mar-27	N	N	5		N/A
SK	302664378	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-25	18-Mar-27	N	N	2		N/A
SK	302664528	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-25	18-Mar-27	N	N	1		N/A
SK	302666406	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-25	24-Mar-27	N	N	4		N/A
SK	302666408	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-25	24-Mar-27	N	N	2		N/A
SK	302666409	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-25	24-Mar-27	N	N	4		N/A
SK	302666410	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-25	24-Mar-27	N	N	2		N/A
SK	302666412	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-25	24-Mar-27	N	N	4		N/A
SK	302666413	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-25	24-Mar-27	N	N	4		N/A
SK	302666583	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-25	24-Mar-27	N	N	1		N/A
SK	302666640	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-25	24-Mar-27	N	N	2		N/A
SK	302666660	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-25	24-Mar-27	N	N	2		N/A
SK	302666710	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-25	24-Mar-27	N	N	2		N/A
SK	302666711	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-25	24-Mar-27	N	N	2		N/A
SK	302666718	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-25	24-Mar-27	N	N	1		N/A
SK	302667351	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	25-Mar-25	25-Mar-27	N	N	2		N/A
SK	302668316	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Mar-25	27-Mar-27	N	N	1		N/A
SK	302668319	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Mar-25	27-Mar-27	N	N	1		N/A

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SK	302669031	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Mar-25	28-Mar-27	N	N	2		N/A
SK	302670280	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	1-Apr-25	1-Apr-27	N	N	1		N/A
SK	302675450	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	10-Apr-25	10-Apr-27	N	N	4		N/A
SK	302675896	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	11-Apr-25	11-Apr-27	N	N	4		N/A
SK	302676623	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	14-Apr-25	14-Apr-27	N	N	14		N/A
SK	302679659	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	21-Apr-25	21-Apr-27	N	N	14		N/A
SK	302682022	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	25-Apr-25	25-Apr-27	N	N	2		N/A
SK	302682290	MONETTE FARMS LTD.	N/A	BRANDT FI-NANCE LTD. MERIDIAN ONECAP CRED-IT CORP.	25-Apr-25	25-Apr-30	N	N	N/A		N/A
SK	302687737	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-May-25	7-May-27	N	N	2		N/A
SK	302687739	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-May-25	7-May-27	N	N	2		N/A
SK	302687740	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-May-25	7-May-27	N	N	2		N/A
SK	302687741	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-May-25	7-May-27	N	N	2		N/A
SK	302687909	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-May-25	7-May-27	N	N	2		N/A
SK	302697714	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	30-May-25	30-May-27	N	N	2		N/A
SK	302697715	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	30-May-25	30-May-27	N	N	4		N/A
SK	302697716	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	30-May-25	30-May-27	N	N	4		N/A
SK	302698653	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3-Jun-25	3-Jun-27	N	N	8		N/A
SK	302703262	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	13-Jun-25	13-Jun-27	N	N	3		N/A
SK	302703925	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	16-Jun-25	16-Jun-27	N	N	5		N/A
SK	302704419	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	17-Jun-25	17-Jun-27	N	N	2		N/A
SK	302704420	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	17-Jun-25	17-Jun-27	N	N	2		N/A
SK	302709232	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Jun-25	27-Jun-27	N	N	2		N/A
SK	302709589	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	30-Jun-25	30-Jun-27	N	N	2		N/A
SK	302709591	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	30-Jun-25	30-Jun-27	N	N	4		N/A
SK	302709595	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	30-Jun-25	30-Jun-27	N	N	4		N/A
SK	302709597	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	30-Jun-25	30-Jun-27	N	N	4		N/A
SK	302709601	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	30-Jun-25	30-Jun-27	N	N	2		N/A
SK	302714756	MONETTE FARMS USA, INC.	N/A	Simplot AB Retail Canada Limited	14-Jul-25	14-Jul-27	N	N	N/A	N/A	PMSI taken in all crops, inputs, products, and proceeds
SK	302714759	MONETTE FARMS LTD.	N/A	SIMPLOT AB RETAIL CANADA LIMITED	14-Jul-25	14-Jul-27	N	N	N/A		N/A
SK	302714761	NEXGEN SEEDS LTD.	N/A	SIMPLOT AB RETAIL CANADA LIMITED	14-Jul-25	14-Jul-27	N	N	N/A	N/A	N/A
SK	302715813	MONETTE FARMS LTD.	N/A	BRANDT FI-NANCE LTD. MERIDIAN ONECAP CRED-IT CORP.	15-Jul-25	15-Jul-30	N	N	N/A		N/A
SK	302715998	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	16-Jul-25	16-Jul-27	N	N	2		N/A
SK	302715999	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	16-Jul-25	16-Jul-27	N	N	2		N/A
SK	302717606	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	21-Jul-25	21-Jul-27	N	N	1		N/A
SK	302720610	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Jul-25	28-Jul-27	N	N	1		N/A
SK	302721485	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	29-Jul-25	29-Jul-27	N	N	1		N/A
SK	302721486	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	29-Jul-25	29-Jul-27	N	N	1		N/A
SK	302722794	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Jul-25	31-Jul-28	N	N	2		N/A

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SK	302726023	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	11-Aug-25	11-Aug-27	N	N	1		N/A
SK	302733791	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Aug-25	28-Aug-27	N	N	1		N/A
SK	302739748	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	12-Sep-25	12-Sep-27	N	N	1		N/A
SK	302740456	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	15-Sep-25	15-Sep-27	N	N	2		N/A
SK	302744855	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	25-Sep-25	25-Sep-27	N	N	1		N/A
SK	302758151	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	29-Oct-25	29-Oct-27	N	N	4		N/A
SK	302758154	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	29-Oct-25	29-Oct-27	N	N	6		N/A
SK	302758156	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	29-Oct-25	29-Oct-27	N	N	3		N/A
SK	302758157	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	29-Oct-25	29-Oct-27	N	N	3		N/A
SK	302758159	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	29-Oct-25	29-Oct-27	N	N	4		N/A
SK	302796136	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	20-Feb-26	20-Feb-28	N	N	1		N/A
SK	302796347	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	21-Feb-26	21-Feb-28	N	N	1	1	N/A
SK	302797073	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Feb-26	24-Feb-28	N	N	N/A	1	N/A
SK	302798425	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Feb-26	27-Feb-28	N	N	1	1	N/A
SK	302799841	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3-Mar-26	3-Mar-28	N	N	4		N/A
SK	302802657	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	11-Mar-26	11-Mar-28	N	N	N/A	5	N/A
SK	302803372	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	12-Mar-26	12-Mar-28	N	N	N/A	12	N/A
SK	302803375	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	12-Mar-26	12-Mar-28	N	N	N/A	5	N/A
SK	302804055	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	16-Mar-26	16-Mar-28	N	N	1	1	N/A
SK	302804469	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	17-Mar-26	17-Mar-28	N	N	N/A	10	N/A
SK	302806206	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	21-Mar-26	21-Mar-28	N	N	4		N/A
SK	302806208	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	21-Mar-26	21-Mar-28	N	N	2		N/A
SK	302806301	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	6		N/A
SK	302806584	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	N/A	6	N/A
SK	302806589	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	3		N/A
SK	302806644	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	N/A	6	N/A
SK	302806777	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	N/A	10	N/A
SK	302806779	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	N/A	6	N/A
SK	302806943	MONETTE FARMS LTD.	N/A	101076904 SASK. LTD.	24-Mar-26	23-Mar-27	N	N	N/A	1	Commercial Lien
SK	302806945	MONETTE FARMS LTD.	N/A	101076904 SASK. LTD.	24-Mar-26	17-Mar-27	N	N	N/A	1	Commercial Lien
SK	302809908	MONETTE FARMS LTD.	N/A	101076904 SASK. LTD.	31-Mar-26	26-Mar-27	N	N	N/A	1	Commercial Lien
SK	302809919	MONETTE FARMS LTD.	N/A	101076904 SASK. LTD.	31-Mar-26	30-Mar-27	N	N	N/A	1	Commercial Lien
SK	302810111	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	7		N/A
SK	302810237	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	4		N/A
SK	302810240	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	N/A	1	N/A
SK	302810245	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	N/A	1	N/A
SK	302810248	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	2		N/A
SK	302810293	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	2		N/A
SK	302810309	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	~~5~~		N/A
SK	302810327	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	N/A	1	N/A
SK	302810351	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	4		N/A
SK	302810352	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	4		N/A
SK	302810353	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	N/A	1	N/A
SK	302810354	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	N/A	8	N/A
ON	506585673	MONETTE FARMS LAND II GP LTD.	N/A	THE BANK OF NOVA SCOTIA	21-Jun-24	21-Jun-34	Y	N	N/A		N/A

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ON	506585745	MONETTE FARMS LAND II GP LTD.	MONETTE FARMS LAND II LIMITED PARTNERSHIP	THE BANK OF NOVA SCOTIA	21-Jun-24	21-Jun-34	Y	N	N/A		N/A
ON	506585745	MONETTE FARMS LAND II LIMITED PARTNERSHIP	MONETTE FARMS LAND II GP LTD.	THE BANK OF NOVA SCOTIA	21-Jun-24	21-Jun-34	Y	N	N/A		N/A
ON	506585781	MONETTE FARMS LAND GP LTD.	N/A	THE BANK OF NOVA SCOTIA	21-Jun-24	21-Jun-34	Y	N	N/A	N/A	N/A
ON	506585844	MONETTE FARMS LAND GP LTD.	MONETTE FARMS LAND LIMITED PARTNERSHIP	THE BANK OF NOVA SCOTIA	21-Jun-24	21-Jun-34	Y	N	N/A	N/A	N/A
ON	506585844	MONETTE FARMS LAND LIMITED PARTNERSHIP	MONETTE FARMS LAND GP LTD.	THE BANK OF NOVA SCOTIA	21-Jun-24	21-Jun-34	Y	N	N/A		N/A
ON	762793524	MONETTE FARMS ONTARIO CORP	N/A	THE BANK OF NOVA SCOTIA	17-Jun-20	17-Jun-30	Y	N	N/A	N/A	N/A
AB	18121205739	MONETTE FARMS LTD.	102179560 SASKATCHEWAN LTD.	THE BANK OF NOVA SCOTIA	2018-Dec-12	2028-Dec-12	Y	N	N/A		N/A
AB	18121205744	MONETTE FARMS LTD.	102179560 SASKATCHEWAN LTD.	THE BANK OF NOVA SCOTIA	2018-Dec-12	N/A	N	Y	N/A	N/A	N/A
AB	18121205832	MONETTE FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	2018-Dec-12	2028-Dec-12	N	N	2		N/A
AB	18121205845	MONETTE DARREL	N/A	THE BANK OF NOVA SCOTIA	2018-Dec-12	2028-Dec-12	Y	N	N/A		N/A
AB	18121205926	DMO HOLDINGS LTD.	N/A	THE BANK OF NOVA SCOTIA	2018-Dec-12	2028-Dec-12	Y	N	N/A		N/A
AB	18121205970	DMO HOLDINGS LTD.	N/A	THE BANK OF NOVA SCOTIA	2018-Dec-12	Infinity	N	Y	N/A	N/A	N/A
AB	18121205994	GOAT'S PEAK WINERY LTD.	N/A	THE BANK OF NOVA SCOTIA	12-Dec-18	12-Dec-28	Y	N	N/A	N/A	N/A
AB	18121206028	GOAT'S PEAK WINERY LTD.	N/A	THE BANK OF NOVA SCOTIA	12-Dec-18	Infinity	N	Y	N/A	N/A	N/A
AB	18121206068	MONETTE FARM FAMILY TRUST	MONETTE FARM FAMILY TRUST TRUST	THE BANK OF NOVA SCOTIA	12-Dec-18	12-Dec-28	N	N	N/A	N/A	Debts and liabilities of related companies owing to the debtor, all securities, investment property , subtitute shares and proceeds from goods, chattel paper, money, intangibles etc.
AB	19013030861	NEXGEN SEEDS LTD.	N/A	THE BANK OF NOVA SCOTIA	2019-Jan-30	2029-Jan-30	Y	N	N/A	N/A	N/A
AB	19013030903	NEXGEN SEEDS LTD.	N/A	THE BANK OF NOVA SCOTIA	2019-Jan-30	Infinity	N	Y	N/A	N/A	N/A
AB	20061728008	MONETTE FARMS ONTARIO CORP	N/A	THE BANK OF NOVA SCOTIA	17-Jun-20	17-Jun-30	Y	N	N/A	N/A	N/A
AB	20061728031	MONETTE FARMS ONTARIO CORP	N/A	THE BANK OF NOVA SCOTIA	17-Jun-20	Infinity	N	Y	N	N/A	N/A
AB	22082925712	MONETTE FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	2022-Aug-29	2032-Aug-29	N	N	23		N/A
AB	22102725641	MONETTE SEEDS LTD.	N/A	THE BANK OF NOVA SCOTIA	2022-Oct-27	2032-Oct-27	Y	N	N/A	N/A	N/A
AB	22102725687	MONETTE SEEDS LTD.	N/A	THE BANK OF NOVA SCOTIA	2022-Oct-27	Infinity	N	Y	N/A	N/A	N/A
AB	23032724868	MONETTE LAND CORP.	N/A	THE BANK OF NOVA SCOTIA	27-Mar-23	27-Mar-33	Y	N	N/A		N/A
AB	23032724884	MONETTE LAND CORP.	N/A	THE BANK OF NOVA SCOTIA	27-Mar-23	Infinity	N	Y	N/A	N/A	N/A
AB	23032724919	DABOO FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	2023-Mar-27	2033-Mar-27	Y	N	N/A		N/A
AB	23032724944	DABOO FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	2023-Mar-27	Infinity	N	Y	N/A	N/A	N/A
AB	23032724987	MONETTE FARMS BC LTD.	102134752 SASKATCHEWAN LTD.	THE BANK OF NOVA SCOTIA	27-Mar-23	27-Mar-33	Y	N	N/A	N/A	N/A
AB	23032724987	102134752 SASKATCHEWAN LTD.	MONETTE FARMS BC LTD.	THE BANK OF NOVA SCOTIA	27-Mar-23	27-Mar-33	Y	N	N/A	N/A	N/A
AB	23032725007	MONETTE FARMS BC LTD.	102134752 SASKATCHEWAN LTD.	THE BANK OF NOVA SCOTIA	27-Mar-23	Infinity	N	Y	N/A	N/A	N/A
AB	23032725007	102134752 SASKATCHEWAN LTD.	MONETTE FARMS BC LTD.	THE BANK OF NOVA SCOTIA	27-Mar-23	Infinity	N	Y	N/A	N/A	N/A

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AB	23032725024	MONETTE FARMS BC LTD.	N/A	THE BANK OF NOVA SCOTIA	27-Mar-23	27-Mar-33	Y	N	N/A	N/A	N/A
AB	23032725036	MONETTE FARMS BC LTD.	N/A	THE BANK OF NOVA SCOTIA	27-Mar-23	Infinity	N	Y	N/A	N/A	N/A
AB	23032725168	MONETTE DARREL	N/A	THE BANK OF NOVA SCOTIA	2023-Mar-27	2033-Mar-27	Y	N	N/A		N/A
AB	24040906061	MONETTE PRODUCE LTD.	N/A	THE BANK OF NOVA SCOTIA	2024-Apr-09	Infinity	N	Y	N/A	N/A	N/A
AB	24040906170	MONETTE PRODUCE LTD.	N/A	THE BANK OF NOVA SCOTIA	2024-Apr-09	2034-Apr-09	Y	N	N/A		N/A
AB	24062027498	MONETTE FARMS BC GP LTD.	N/A	THE BANK OF NOVA SCOTIA	2024-Jun-20	2034-Jun-20	Y	N	N/A	N/A	N/A
AB	24062027510	MONETTE FARMS BC GP LTD.	MONETTE FARMS BC LIMITED PA	THE BANK OF NOVA SCOTIA	2024-Jun-20	2034-Jun-20	Y	N	N/A	N/A	N/A
AB	24062027510	MONETTE FARMS BC LIMITED PARTNERSHIP	MONETTE FARMS BC GP LTD.	THE BANK OF NOVA SCOTIA	2024-Jun-20	2034-Jun-20	Y	N	N/A	N/A	N/A
AB	24062027527	MONETTE FARMS LAND II GF	N/A	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
AB	24062027539	MONETTE FARMS LAND II GF	MONETTE FARMS LAND II LIMITED PARTNERSHIP	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
AB	24062027539	MONETTE FARMS LAND II LIMITED PARTNERSHIP	MONETTE FARMS LAND II GP LTD.	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
AB	24062027549	MONETTE FARMS LAND GP L	N/A	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
AB	24062027574	MONETTE FARMS LAND GP L	MONETTE FARMS LAND LIMITED PARTNERSHIP	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
AB	24062027574	MONETTE FARMS LAND LIMI	MONETTE FARMS LAND GP LTD.	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
AB	24062100013	MONETTE FARMS BC GP LTD.	N/A	THE BANK OF NOVA SCOTIA	2024-Jun-21	Infinity	N	Y	N/A	N/A	N/A
AB	24062100025	MONETTE FARMS BC GP LTD.	MONETTE FARMS BC LIMITED PARTNERSHIP	THE BANK OF NOVA SCOTIA	2024-Jun-21	Infinity	N	Y	N/A	N/A	N/A
AB	24062100025	MONETTE FARMS BC LIMITED PARTNERSHIP	MONETTE FARMS BC GP LTD.	THE BANK OF NOVA SCOTIA	2024-Jun-21	Infinity	N	Y	N/A	N/A	N/A
AB	24062100035	MONETTE FARMS LAND II GF	N/A	THE BANK OF NOVA SCOTIA	21-Jun-24	Infinity	N	Y	N/A	N/A	N/A
AB	24062100041	MONETTE FARMS LAND II GF	MONETTE FARMS LAND II LIMITED PARTNERSHIP	THE BANK OF NOVA SCOTIA	21-Jun-24	Infinity	N	Y	N/A	N/A	N/A
AB	24062100041	MONETTE FARMS LAND II LIMITED PARTNERSHIP	MONETTE FARMS LAND II GP LTD.	THE BANK OF NOVA SCOTIA	21-Jun-24	Infinity	N	Y	N/A	N/A	N/A
AB	24062100053	MONETTE FARMS LAND GP L	N/A	THE BANK OF NOVA SCOTIA	21-Jun-24	Infinity	N	Y	N/A	N/A	N/A
AB	24062100064	MONETTE FARMS LAND GP L	MONETTE FARMS LAND LIMITED PARTNERSHIP	THE BANK OF NOVA SCOTIA	21-Jun-24	Infinity	N	Y	N/A	N/A	N/A
AB	24062100064	MONETTE FARMS LAND LIMI	MONETTE FARMS LAND GP LTD.	THE BANK OF NOVA SCOTIA	21-Jun-24	Infinity	N	Y	N/A	N/A	N/A
AB	24083007552	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2024-Aug-30	2030-Aug-30	N	N	3		N/A
AB	24111423086	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2024-Nov-14	2030-Nov-14	N	N	2		N/A
AB	24121104200	MONETTE FARMS LTD.	N/A	STOCKMEN'S FINANCIAL LTD. FARM CREDIT CANADA	2024-Dec-11	2034-Dec-11	N	N	N/A		N/A
AB	25012711932	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jan-27	2027-Jan-27	N	N	1		N/A
AB	25021801691	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Feb-18	2027-Feb-18	N	N	2		N/A
AB	25022704425	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Feb-27	2027-Feb-27	N	N	2		N/A
AB	25022802691	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Feb-28	2027-Feb-28	N	N	2		N/A
AB	25022803054	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Feb-28	2027-Feb-28	N	N	4		N/A
AB	25022803293	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Feb-28	2027-Feb-28	N	N	1		N/A
AB	25022803619	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Feb-28	2027-Feb-28	N	N	1		N/A

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AB	25022803967	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Feb-28	2027-Feb-28	N	N	1		N/A
AB	25022804652	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Feb-28	2027-Feb-28	N	N	1		N/A
AB	25022807668	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Feb-28	2027-Feb-28	N	N	1		N/A
AB	25022808131	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Feb-28	2027-Feb-28	N	N	1		N/A
AB	25022812748	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Feb-28	2027-Feb-28	N	N	2		N/A
AB	25022813492	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Feb-28	2027-Feb-28	N	N	4		N/A
AB	25022814162	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Feb-28	2027-Feb-28	N	N	2		N/A
AB	25022831446	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Feb-28	2027-Feb-28	N	N	4		N/A
AB	25030404957	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-04	2027-Mar-04	N	N	1		N/A
AB	25030405116	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-04	2027-Mar-04	N	N	2		N/A
AB	25030604958	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-06	2028-Mar-06	N	N	7		N/A
AB	25030607189	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-06	2028-Mar-06	N	N	8		N/A
AB	25030612252	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-06	2028-Mar-06	N	N	1		N/A
AB	25030720049	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-07	2027-Mar-07	N	N	7		N/A
AB	25030721121	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-07	2027-Mar-07	N	N	2		N/A
AB	25030721972	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-07	2027-Mar-07	N	N	7		N/A
AB	25030722422	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-07	2027-Mar-07	N	N	2		N/A
AB	25030723314	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-07	2027-Mar-07	N	N	8		N/A
AB	25030724272	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-07	2027-Mar-07	N	N	2		N/A
AB	25030724619	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-07	2027-Mar-07	N	N	7		N/A
AB	25031005996	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-10	2027-Mar-10	N	N	10		N/A
AB	25031007095	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-10	2027-Mar-10	N	N	9		N/A
AB	25031007818	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-10	2027-Mar-10	N	N	3		N/A
AB	25031008722	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-10	2027-Mar-10	N	N	7		N/A
AB	25031009851	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-10	2027-Mar-10	N	N	10		N/A
AB	25031010366	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-10	2027-Mar-10	N	N	9		N/A
AB	25031306658	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-13	2027-Mar-13	N	N	5		N/A
AB	25031311105	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-13	2027-Mar-13	N	N	34		N/A
AB	25031805335	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-18	2027-Mar-18	N	N	4		N/A
AB	25031806738	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-18	2027-Mar-18	N	N	2		N/A
AB	25031809122	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-18	2027-Mar-18	N	N	3		N/A
AB	25031810061	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-18	2027-Mar-18	N	N	4		N/A
AB	25031814407	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-18	2027-Mar-18	N	N	10		N/A
AB	25031824665	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-18	2027-Mar-18	N	N	1		N/A
AB	25032124758	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-21	2027-Mar-21	N	N	5		N/A
AB	25032421256	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-24	2027-Mar-24	N	N	1		N/A
AB	25032424435	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-24	2027-Mar-24	N	N	2		N/A
AB	25032425199	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-24	2027-Mar-24	N	N	2		N/A
AB	25032501069	MONETTE DARREL	102179560 SASKATCHEWAN LTD	HONDA CANADA FINANCE INC.	2025-Mar-25	2025-Mar-25	N	N	1		N/A
AB	25032520826	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-25	2027-Mar-25	N	N	2		N/A
AB	25032521552	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-25	2027-Mar-25	N	N	2		N/A
AB	25032522949	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-25	2027-Mar-25	N	N	4		N/A
AB	25032524216	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-25	2027-Mar-25	N	N	4		N/A
AB	25032525071	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-25	2027-Mar-25	N	N	1		N/A
AB	25032527129	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-25	2027-Mar-25	N	N	2		N/A
AB	25032527795	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-25	2027-Mar-25	N	N	2		N/A

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AB	25032529034	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-25	2027-Mar-25	N	N	4		N/A
AB	25032531182	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-25	2027-Mar-25	N	N	2		N/A
AB	25032532132	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-25	2027-Mar-25	N	N	4		N/A
AB	25032715397	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-27	2027-Mar-27	N	N	2		N/A
AB	25032809469	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-28	2027-Mar-28	N	N	1		N/A
AB	25032810316	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Mar-28	2027-Mar-28	N	N	1		N/A
AB	25040216636	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Apr-02	2027-Apr-02	N	N	1		N/A
AB	25041102727	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Apr-11	2027-Apr-11	N	N	4		N/A
AB	25041102931	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Apr-11	2027-Apr-11	N	N	4		N/A
AB	25041517360	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Apr-15	2027-Apr-15	N	N	13		N/A
AB	25042310381	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Apr-23	2027-Apr-23	N	N	11		N/A
AB	25042808694	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Apr-28	2027-Apr-28	N	N	2		N/A
AB	25050805974	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-May-08	2027-May-08	N	N	2		N/A
AB	25050806503	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-May-08	2027-May-08	N	N	2		N/A
AB	25050808776	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-May-08	2027-May-08	N	N	2		N/A
AB	25050809967	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-May-08	2027-May-08	N	N	2		N/A
AB	25050810301	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-May-08	2027-May-08	N	N	2		N/A
AB	25060304165	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jun-03	2027-Jun-03	N	N	7		N/A
AB	25060304333	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jun-03	2027-Jun-03	N	N	2		N/A
AB	25060304595	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jun-03	2027-Jun-03	N	N	4		N/A
AB	25060304645	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jun-03	2027-Jun-03	N	N	4		N/A
AB	25061626198	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jun-16	2027-Jun-16	N	N	3		N/A
AB	25061629054	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jun-16	2027-Jun-16	N	N	5		N/A
AB	25061806458	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jun-18	2027-Jun-18	N	N	2		N/A
AB	25061807345	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jun-18	2027-Jun-18	N	N	2		N/A
AB	25063018505	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jun-30	2027-Jun-30	N	N	4		N/A
AB	25070201668	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jul-02	2027-Jul-02	N	N	2		N/A
AB	25070201735	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jul-02	2027-Jul-02	N	N	4		N/A
AB	25070201766	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jul-02	2027-Jul-02	N	N	2		N/A
AB	25070201774	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jul-02	2027-Jul-02	N	N	2		N/A
AB	25070201854	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jul-02	2027-Jul-02	N	N	4		N/A
AB	25071406834	MONETTE FARMS USA, INC.	N/A	Simplot AB Retail Canada Limited	14-Jul-25	14-Jul-27	N	N	N/A	N/A	PMSI taken in all crops, inputs, products, and proceeds
AB	25071406891	MONETTE FARMS LTD.	N/A	SIMPLOT AB RETAIL CANADA LIMITED	2025-Jul-14	2027-Jul-14	N	N	N/A		N/A
AB	25071406969	NEXGEN SEEDS LTD.	N/A	SIMPLOT AB RETAIL CANADA LIMITED	2025-Jul-14	2027-Jul-14	N	N	N/A	N/A	N/A
AB	25071609153	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jul-16	2027-Jul-16	N	N	1		N/A
AB	25071609293	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jul-16	2027-Jul-16	N	N	1		N/A
AB	25072109026	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jul-21	2027-Jul-21	N	N	1		N/A
AB	25072817651	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jul-28	2027-Jul-28	N	N	1		N/A
AB	25073001299	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jul-30	2027-Jul-30	N	N	1		N/A
AB	25073001317	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jul-30	2027-Jul-30	N	N	1		N/A
AB	25073136314	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Jul-31	2028-Jul-31	N	N	2		N/A
AB	25081110882	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Aug-11	2027-Aug-11	N	N	1		N/A
AB	25091527619	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Sep-15	2027-Sep-15	N	N	2		N/A
AB	25092528425	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2025-Sep-25	2027-Sep-25	N	N	1		N/A

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AB	26022101644	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Feb-21	2028-Feb-21	N	N	1	1	N/A
AB	26022303742	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Feb-23	2028-Feb-23	N	N	1		N/A
AB	26022412524	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Feb-24	2028-Feb-24	N	N	N/A	1	N/A
AB	26022710523	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Feb-27	2028-Feb-27	N	N	1	1	N/A
AB	26030331032	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-03	2028-Mar-03	N	N	4		N/A
AB	26031117001	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-11	2028-Mar-11	N	N	N/A	5	N/A
AB	26031234627	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-12	2028-Mar-12	N	N	12	12	N/A
AB	26031234699	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-12	2028-Mar-12	N	N	N/A	5	N/A
AB	26031617609	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-16	2028-Mar-16	N	N	1	1	N/A
AB	26031821367	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-18	2028-Mar-18	N	N	N/A	10	N/A
AB	26032309978	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-23	2028-Mar-23	N	N	5		N/A
AB	26032311073	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-23	2028-Mar-23	N	N	2		N/A
AB	26032327193	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-23	2028-Mar-23	N	N	N/A	3	N/A
AB	26032330047	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-23	2028-Mar-23	N	N	N/A	6	N/A
AB	26032336251	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-23	2028-Mar-23	N	N	N/A	10	N/A
AB	26032412649	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-24	2028-Mar-24	N	N	6		N/A
AB	26032435654	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-24	2028-Mar-24	N	N	N/A	6	N/A
AB	26032436064	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-24	2028-Mar-24	N	N	N/A	6	N/A
AB	26033128669	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-31	2028-Mar-31	N	N	7		N/A
AB	26033136585	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-31	2028-Mar-31	N	N	4		N/A
AB	26033137649	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-31	2028-Mar-31	N	N	N/A	1	N/A
AB	26033137922	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-31	2028-Mar-31	N	N	2		N/A
AB	26033139681	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-31	2028-Mar-31	N	N	2		N/A
AB	26033140681	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-31	2028-Mar-31	N	N	5		N/A
AB	26033141010	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-31	2028-Mar-31	N	N	N/A	1	N/A
AB	26033142725	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-31	2028-Mar-31	N	N	4		N/A
AB	26033142757	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-31	2028-Mar-31	N	N	4		N/A
AB	26033142827	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2026-Mar-31	2028-Mar-31	N	N	N/A	1	N/A
MB	202209350302	MONETTE FARMS LTD.	N/A	THE BANK OF NOVA SCOTIA	6/6/2022	6/6/2032	Y	N	N/A	N/A	N/A
MB	202307515808	MONETTE FARMS LTD.	N/A	SWAN VALLEY CONSUMERS COOPERATIVE LIMITED	5/10/2023	5/10/2028	N	N	N/A	N/A	N/A
MB	202410630402	MONETTE FARMS LAND II GF	N/A	THE BANK OF NOVA SCOTIA	21-Jun-24	21-Jun-34	Y	N	N/A	N/A	N/A
MB	202410630704	MONETTE FARMS LAND II GF	MONETTE FARMS LAND II LIMITED PARTNERSHIP	THE BANK OF NOVA SCOTIA	21-Jun-24	21-Jun-34	Y	N	N/A	N/A	N/A
MB	202410630704	MONETTE FARMS LAND II LIMITED PARTNERSHIP	MONETTE FARMS LAND II GP LTD.	THE BANK OF NOVA SCOTIA	21-Jun-24	21-Jun-34	Y	N	N/A	N/A	N/A
MB	202410630801	MONETTE FARMS LAND GP L	N/A	THE BANK OF NOVA SCOTIA	21-Jun-24	21-Jun-34	Y	N	N/A	N/A	N/A
MB	202410630909	MONETTE FARMS LAND GP L	N/A	THE BANK OF NOVA SCOTIA	21-Jun-24	21-Jun-34	Y	N	N/A	N/A	N/A
MB	202410630909	MONETTE FARMS LAND LIMI	MONETTE FARMS LAND GP LTD.	THE BANK OF NOVA SCOTIA	21-Jun-24	21-Jun-34	Y	N	N/A	N/A	N/A
MB	202413856100	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	8/9/2024	8/9/2026	N	N	1	N/A	N/A
MB	202415191008	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	8/30/2024	8/30/2030	N	N	3	3	N/A
MB	202420007304	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	11/14/2024	11/14/2030	N	N	2	N/A	N/A
MB	202421558908	MONETTE FARMS LTD.	N/A	STOCKMEN'S FINANCIAL LTD. FARM CREDIT CANADA	12/11/2024	12/11/2034	N	N	N/A	N/A	N/A
MB	202501359400	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	1/27/2025	1/27/2027	N	N	1	N/A	N/A

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MB	202501360009	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	1/27/2025	1/27/2027	N	N	1	1	N/A
MB	202501372201	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	1/27/2025	1/27/2027	N	N	2	2	N/A
MB	202501378200	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	1/27/2025	1/27/2027	N	N	1	1	N/A
MB	202501380905	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	1/27/2025	1/27/2027	N	N	1	1	N/A
MB	202502654901	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/18/2025	2/18/2027	N	N	2	2	N/A
MB	202502655002	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/18/2025	2/18/2027	N	N	3	3	N/A
MB	202502655100	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/18/2025	2/18/2027	N	N	2	2	N/A
MB	202502776209	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/19/2025	2/19/2027	N	N	1	1	N/A
MB	202502776403	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/19/2025	2/19/2027	N	N	2	1	N/A
MB	202502854803	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/20/2025	2/20/2027	N	N	6	N/A	N/A
MB	202502998708	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/24/2025	2/24/2027	N	N	1	1	N/A
MB	202503023301	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/24/2025	2/24/2027	N	N	4	4	N/A
MB	202503024502	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/24/2025	2/24/2027	N	N	2	2	N/A
MB	202503025908	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/24/2025	2/24/2027	N	N	1	1	N/A
MB	202503039402	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/24/2025	2/24/2027	N	N	1	1	N/A
MB	202503235309	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/26/2025	2/26/2027	N	N	2	2	N/A
MB	202503271208	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/27/2025	2/27/2027	N	N	2	2	N/A
MB	202503354901	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/28/2025	2/28/2027	N	N	1	1	N/A
MB	202503355800	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/28/2025	2/28/2027	N	N	1	1	N/A
MB	202503357005	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/28/2025	2/28/2027	N	N	1	1	N/A
MB	202503359601	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/28/2025	2/28/2027	N	N	2	N/A	N/A
MB	202503361800	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/28/2025	2/28/2027	N	N	4	N/A	N/A
MB	202503365407	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/28/2025	2/28/2027	N	N	1	1	N/A
MB	202503367000	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/28/2025	2/28/2027	N	N	1	1	N/A
MB	202503367205	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/28/2025	2/28/2027	N	N	1	1	N/A
MB	202503371806	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/28/2025	2/28/2027	N	N	4	4	N/A
MB	202503373302	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2/28/2025	2/28/2027	N	N	3	3	N/A
MB	202503506604	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/3/2025	3/3/2027	N	N	4	N/A	N/A
MB	202503572704	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/4/2025	3/4/2027	N	N	2	1	N/A
MB	202503577005	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/4/2025	3/4/2027	N	N	1	1	N/A
MB	202503738106	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/6/2025	3/6/2027	N	N	7	N/A	N/A
MB	202503745307	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/6/2025	3/6/2027	N	N	8	8	N/A
MB	202503752702	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/6/2025	3/6/2027	N	N	1	1	N/A
MB	202503780404	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/6/2025	3/6/2027	N	N	3	3	N/A
MB	202503833206	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/7/2025	3/7/2025	N	N	7	N/A	N/A
MB	202503849200	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/7/2025	3/7/2025	N	N	7	7	N/A
MB	202503851409	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/7/2025	3/7/2025	N	N	2	2	N/A
MB	202503853703	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/7/2025	3/7/2025	N	N	7	N/A	N/A
MB	202503856605	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/7/2025	3/7/2025	N	N	2	N/A	N/A
MB	202503859400	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/7/2025	3/7/2025	N	N	9	9	N/A
MB	202503861005	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/7/2025	3/7/2025	N	N	2	N/A	N/A
MB	202503862400	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/7/2025	3/7/2025	N	N	7	N/A	N/A
MB	202503917205	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/10/2025	3/10/2027	N	N	9	9	N/A
MB	202503927804	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/10/2025	3/10/2027	N	N	10	N/A	N/A
MB	202503929300	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/10/2025	3/10/2027	N	N	9	N/A	N/A
MB	202503956103	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/10/2025	3/10/2027	N	N	10	10	N/A

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MB	202504196102	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/13/2025	3/13/2027	N	N	34	17	N/A
MB	202504198105	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/13/2025	3/13/2027	N	N	5	5	N/A
MB	202504482105	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/18/2025	3/18/2027	N	N	4	N/A	N/A
MB	202504483900	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/18/2025	3/18/2027	N	N	2	N/A	N/A
MB	202504493808	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/18/2025	3/18/2027	N	N	4	N/A	N/A
MB	202504497102	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/18/2025	3/18/2027	N	N	3	N/A	N/A
MB	202504505008	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/18/2025	3/18/2027	N	N	10	5	N/A
MB	202504527605	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/18/2025	3/18/2027	N	N	1	1	N/A
MB	202504787003	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/21/2025	3/21/2027	N	N	5	N/A	N/A
MB	202504859101	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/24/2025	3/24/2027	N	N	2	N/A	N/A
MB	202504877800	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/24/2025	3/24/2027	N	N	1	1	N/A
MB	202504879501	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/24/2025	3/24/2027	N	N	2	1	N/A
MB	202504889400	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/24/2025	3/24/2027	N	N	2	1	N/A
MB	202504993207	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/25/2025	3/25/2027	N	N	2	1	N/A
MB	202504995307	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/25/2025	3/25/2027	N	N	4	4	N/A
MB	202504995900	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/25/2025	3/25/2027	N	N	2	1	N/A
MB	202505001305	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/25/2025	3/25/2027	N	N	4	N/A	N/A
MB	202505001607	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/25/2025	3/25/2027	N	N	1	1	N/A
MB	202505002603	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/25/2025	3/25/2027	N	N	2	N/A	N/A
MB	202505003405	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/25/2025	3/25/2027	N	N	4	N/A	N/A
MB	202505003901	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/25/2025	3/25/2027	N	N	2	N/A	N/A
MB	202505005300	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/25/2025	3/25/2027	N	N	4	N/A	N/A
MB	202505226102	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/28/2025	3/28/2027	N	N	1	1	N/A
MB	202505228601	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/28/2025	3/28/2027	N	N	1	1	N/A
MB	202505264403	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3/28/2025	3/28/2027	N	N	2	N/A	N/A
MB	202505579200	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	4/10/2025	4/10/2027	N	N	1	1	N/A
MB	202506204501	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	4/10/2025	4/10/2027	N	N	4	4	N/A
MB	202506285609	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	4/11/2025	4/11/2027	N	N	4	N/A	N/A
MB	202506494500	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	4/15/2025	4/15/2027	N	N	14	14	N/A
MB	202506980609	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	4/23/2025	4/23/2027	N	N	14	N/A	N/A
MB	202507270605	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	4/28/2025	4/28/2027	N	N	2	N/A	N/A
MB	202508134900	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	5/8/2025	5/8/2027	N	N	2	1	N/A
MB	202508135507	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	5/8/2025	5/8/2027	N	N	2	1	N/A
MB	202508142406	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	5/8/2025	5/8/2027	N	N	2	1	N/A
MB	202508144905	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	5/8/2025	5/8/2027	N	N	2	1	N/A
MB	202508145804	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	5/8/2025	5/8/2027	N	N	2	1	N/A
MB	202509578003	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	5/30/2025	5/30/2027	N	N	8	4	N/A
MB	202509755002	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	6/3/2025	6/3/2027	N	N	4	2	N/A
MB	202509756203	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	6/3/2025	6/3/2027	N	N	2	1	N/A
MB	202509758206	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	6/3/2025	6/3/2027	N	N	4	2	N/A
MB	202510666706	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	6/16/2025	6/16/2027	N	N	3	N/A	N/A
MB	202510667907	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	6/16/2025	6/16/2027	N	N	5	1	N/A
MB	202510823909	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	6/18/2025	6/18/2027	N	N	2	1	N/A
MB	202510824409	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	6/18/2025	6/18/2027	N	N	2	1	N/A
MB	202511564001	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	6/30/2025	6/30/2027	N	N	4	2	N/A
MB	202511650609	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7/2/2025	7/2/2027	N	N	2	1	N/A

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MB	202511650900	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7/2/2025	7/2/2027	N	N	4	2	N/A
MB	202511651303	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7/2/2025	7/2/2027	N	N	2	1	N/A
MB	202511652008	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7/2/2025	7/2/2027	N	N	2	1	N/A
MB	202511652601	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7/2/2025	7/2/2027	N	N	4	2	N/A
MB	202512429108	MONETTE FARMS USA, INC.	N/A	Simplot AB Retail Canada Limited	14-Jul-25	14-Jul-27	N	N	N/A	N/A	PMSI taken in all crops, inputs, products, and proceeds
MB	202512431005	MONETTE FARMS LTD.	N/A	SIMPLOT AB RETAIL CANADA LIMITED	7/14/2025	7/14/2027	N	N	N/A	N/A	N/A
MB	202512641000	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7/16/2025	7/16/2027	N	N	1	N/A	N/A
MB	202512641107	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7/16/2025	7/16/2027	N	N	1	N/A	N/A
MB	202512923307	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7/21/2025	7/21/2027	N	N	1	N/A	N/A
MB	202513397005	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7/28/2025	7/28/2027	N	N	1	1	N/A
MB	202513580500	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7/28/2025	7/28/2027	N	N	1	1	N/A
MB	202513580802	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7/30/2025	7/30/2027	N	N	1	1	N/A
MB	202513734400	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7/31/2025	7/31/2028	N	N	2	1	N/A
MB	202514273407	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	8/11/2025	8/11/2027	N	N	1	1	N/A
MB	202517250009	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	9/25/2025	9/25/2027	N	N	1	N/A	N/A
MB	202602972307	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Feb-26	23-Feb-28	N	N	1	N/A	N/A
MB	202602979204	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Feb-26	23-Feb-28	N	N	1	1	N/A
MB	202603066806	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Feb-26	24-Feb-28	N	N	N/A	1	N/A
MB	202603323108	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Feb-26	27-Feb-28	N	N	1	1	N/A
MB	202603608609	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	4-Mar-26	4-Mar-28	N	N	4	N/A	N/A
MB	202604084204	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	11-Mar-26	11-Mar-28	N	N	N/A	5	N/A
MB	202604207004	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	12-Mar-26	12-Mar-28	N	N	12	12	N/A
MB	202604207500	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	12-Mar-26	12-Mar-28	N	N	N/A	5	N/A
MB	202604361500	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	16-Mar-26	16-Mar-28	N	N	1	1	N/A
MB	202604551805	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-26	18-Mar-28	N	N	N/A	10	N/A
MB	202604764000	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	6	N/A	N/A
MB	202604774901	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	4	N/A	N/A
MB	202604777307	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	2	N/A	N/A
MB	202604808008	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	N/A	3	N/A
MB	202604819905	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	N/A	6	N/A
MB	202604831700	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	N/A	10	N/A
MB	202604914207	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-26	24-Mar-28	N	N	N/A	6	N/A
MB	202604916609	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-26	24-Mar-28	N	N	N/A	6	N/A
MB	202605296906	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	7	N/A	N/A
MB	202605305204	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	2	N/A	N/A
MB	202605305409	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	N/A	1	N/A
MB	202605305506	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	4	N/A	N/A
MB	202605306006	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	2	N/A	N/A
MB	202605306502	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	5	N/A	N/A
MB	202605306901	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	N/A	1	N/A
MB	202605307401	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	4	N/A	N/A
MB	202605307509	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	1	N/A	N/A
MB	202605307606	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	4	N/A	N/A
BC	100816R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	13-Mar-25	13-Mar-27	N	N	34		N/A
BC	100985R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	13-Mar-25	13-Mar-27	N	N	5		N/A

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BC	109790R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-25	18-Mar-27	N	N	4		N/A
BC	109855R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-25	18-Mar-27	N	N	2		N/A
BC	109888R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-25	18-Mar-27	N	N	3		N/A
BC	109926R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-25	18-Mar-27	N	N	4		N/A
BC	110000R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-25	18-Mar-27	N	N	10		N/A
BC	110059R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-25	18-Mar-27	N	N	1		N/A
BC	119364R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	21-Mar-25	21-Mar-27	N	N	5		N/A
BC	119447R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	21-Mar-25	21-Mar-27	N	N	1		N/A
BC	119448R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	21-Mar-25	21-Mar-27	N	N	2		N/A
BC	119449R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	21-Mar-25	21-Mar-27	N	N	2		N/A
BC	123417R	MONETTE DARREL	102179560 SASKATCHEWAN LTD	HONDA CANADA FINANCE INC.	25-Mar-25	25-Mar-27	N	N	N/A	1	NONE
BC	125420R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	25-Mar-25	25-Mar-27	N	N	2		N/A
BC	125467R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	25-Mar-25	25-Mar-27	N	N	2		N/A
BC	125567R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	25-Mar-25	25-Mar-27	N	N	4		N/A
BC	125626R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	25-Mar-25	25-Mar-27	N	N	4		N/A
BC	125654R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	25-Mar-25	25-Mar-27	N	N	1		N/A
BC	125909R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	25-Mar-25	25-Mar-27	N	N	2		N/A
BC	126011R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	25-Mar-25	25-Mar-27	N	N	2		N/A
BC	126048R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	25-Mar-25	25-Mar-27	N	N	4		N/A
BC	126081R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	25-Mar-25	25-Mar-27	N	N	2		N/A
BC	126109R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	25-Mar-25	25-Mar-27	N	N	4		N/A
BC	133687R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Mar-25	28-Mar-27	N	N	1		N/A
BC	133718R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Mar-25	28-Mar-27	N	N	1		N/A
BC	134440R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Mar-25	28-Mar-27	N	N	2		N/A
BC	144621R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2-Apr-25	2-Apr-27	N	N	1		N/A
BC	165317R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	11-Apr-25	11-Apr-27	N	N	4		N/A
BC	165328R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	11-Apr-25	11-Apr-27	N	N	4		N/A
BC	172646R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	15-Apr-25	15-Apr-27	N	N	14		N/A
BC	188932R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Apr-25	23-Apr-27	N	N	14		N/A
BC	198450R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Apr-25	28-Apr-27	N	N	2		N/A
BC	225227R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	8-May-25	8-May-27	N	N	2		N/A
BC	225270R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	8-May-25	8-May-27	N	N	2		N/A
BC	225301R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	8-May-25	8-May-27	N	N	2		N/A
BC	225311R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	8-May-25	8-May-27	N	N	2		N/A
BC	225319R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	8-May-25	8-May-27	N	N	2		N/A
BC	272783L	GOAT'S PEAK WINERY LTD.	N/A	THE BANK OF NOVA SCOTIA	21-Jan-19	21-Jan-29	Y	Y	N/A	N/A	N/A
BC	280591R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3-Jun-25	3-Jun-27	N	N	8		N/A
BC	280596R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3-Jun-25	3-Jun-27	N	N	4		N/A
BC	280601R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3-Jun-25	3-Jun-27	N	N	2		N/A
BC	280689R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3-Jun-25	3-Jun-27	N	N	4		N/A
BC	286984N	MONETTE DARREL	N/A	THE BANK OF NOVA SCOTIA	6-Oct-21	6-Oct-31	Y	N	N/A		N/A
BC	301109Q	MONETTE PRODUCE LTD.	N/A	THE BANK OF NOVA SCOTIA	9-Apr-24	9-Apr-34	Y	N	N/A		N/A
BC	309123R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	16-Jun-25	16-Jun-27	N	N	3		N/A
BC	309409R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	16-Jun-25	16-Jun-27	N	N	5		N/A
BC	314457R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Jun-25	18-Jun-27	N	N	2		N/A

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BC	314809R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Jun-25	18-Jun-27	N	N	2		N/A
BC	327360R	MONETTE FARMS BC LTD.	N/A	DE LAGE LANDEN FINANCIALSERVICES CANADA INC.	24-Jun-25	24-Jun-29	N	N	1	1	N/A
BC	340587R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	30-Jun-25	30-Jun-27	N	N	4		N/A
BC	343596R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2-Jul-25	2-Jul-27	N	N	2		N/A
BC	343631R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2-Jul-25	2-Jul-27	N	N	4		N/A
BC	343640R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2-Jul-25	2-Jul-27	N	N	2		N/A
BC	343672R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2-Jul-25	2-Jul-27	N	N	4		N/A
BC	343683R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	2-Jul-25	2-Jul-27	N	N	4		N/A
BC	376059R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	16-Jul-25	16-Jul-27	N	N	1		N/A
BC	376064R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	16-Jul-25	16-Jul-27	N	N	1		N/A
BC	385237R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	21-Jul-25	21-Jul-27	N	N	1		N/A
BC	400282R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Jul-25	28-Jul-27	N	N	1		N/A
BC	404636R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	29-Jul-25	29-Jul-27	N	N	1		N/A
BC	404637R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	29-Jul-25	29-Jul-27	N	N	1		N/A
BC	410656R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Jul-25	31-Jul-28	N	N	2		N/A
BC	421028R	MONETTE PRODUCE LTD.	N/A	CANGAS PROPANE INC	6-Aug-25	6-Aug-27	N	N	8		N/A
BC	428777R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	11-Aug-25	11-Aug-27	N	N	1		N/A
BC	436427P	MONETTE FARMS BC LTD.	N/A	THE BANK OF NOVA SCOTIA	27-Mar-23	27-Mar-33	Y	Y	N/A	N/A	N/A
BC	436431P	MONETTE DARREL	N/A	THE BANK OF NOVA SCOTIA	27-Mar-23	27-Mar-23	Y	Y	N/A	N/A	N/A
BC	459347Q	MONETTE FARMS BC GP LTD.	MONETTE FARMS BC LIMITED PARTNERSHIP	THE BANK OF NOVA SCOTIA	2024-Jun-20	2034-Jun-20	Y	Y	N/A	N/A	N/A
BC	459347Q	MONETTE FARMS BC LIMITED PARTNERSHIP	MONETTE FARMS BC GP LTD.	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	Y	N/A	N/A	N/A
BC	459351Q	MONETTE FARMS BC GP LTD.	N/A	THE BANK OF NOVA SCOTIA	2024-Jun-20	2034-Jun-20	Y	Y	N/A	N/A	N/A
BC	459353Q	MONETTE FARMS LAND II GF	N/A	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
BC	459354Q	MONETTE FARMS LAND II GF	MONETTE FARMS LAND II LIMITED PARTNERSHIP	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
BC	459354Q	MONETTE FARMS LAND II LIMITED PARTNERSHIP	MONETTE FARMS LAND II GP LTD.	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
BC	459355Q	MONETTE FARMS LAND GP L	N/A	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
BC	459358Q	MONETTE FARMS LAND GP L	MONETTE FARMS LAND LIMITED PARTNERSHIP	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
BC	459358Q	MONETTE FARMS LAND LIMI	MONETTE FARMS LAND GP LTD.	THE BANK OF NOVA SCOTIA	20-Jun-24	20-Jun-34	Y	N	N/A	N/A	N/A
BC	468485Q	THE BLUE GOOSE CATTLE COMPANY LTD.	N/A	MERIDIAN ONECAP CREDIT CORP.	25-Jun-24	25-Jun-28	N	N	N/A		N/A
BC	521724R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	25-Sep-25	25-Sep-27	N	N	1		N/A
BC	556564Q	MONETTE DARREL	MONETTE FARMS BC LTD.	JOHN DEERE FINANCIAL INC.	7-Aug-24	7-Aug-28	N	N	1		N/A
BC	556564Q	MONETTE FARMS BC LTD.	MONETTE DARREL	JOHN DEERE FINANCIAL INC.	7-Aug-24	7-Aug-28	N	N	1	N/A	N/A
BC	606402Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	30-Aug-24	30-Aug-30	N	N	3		N/A
BC	684059N	MONETTE DARREL	MONETTE FARMS BC LTD.	JOHN DEERE FINANCIAL INC.	25-Apr-22	25-Apr-28	N	N	11		N/A
BC	684059N	MONETTE FARMS BC LTD.	MONETTE DARREL	JOHN DEERE FINANCIAL INC.	25-Apr-22	25-Apr-28	N	N	11	1	N/A
BC	764927Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	14-Nov-24	14-Nov-30	N	N	3		N/A
BC	799623R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	21-Feb-26	21-Feb-28	N	N	1	1	N/A
BC	800335R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Feb-26	23-Feb-28	N	N	1	N/A	N/A

Jurisdiction	Registration Number	Debtor (searched party)	Debtors (other debtors for multiple debtors)	Secured Party	Date of Registration	Date of Expiry	ALLPAAP?	Land Charge?	No. of Equipment	No. of Vehicles	Collateral (if not ALLPAAP, land charge or PMSI)
BC	803697R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Feb-26	24-Feb-28	N	N	N/A	1	N/A
BC	812075R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Feb-26	27-Feb-28	N	N	1	1	N/A
BC	819701Q	MONETTE FARMS LTD.	N/A	STOCKMEN'S FINANCIAL LTD. FARM CREDIT CANADA	11-Dec-24	11-Dec-34	N	N	N/A		N/A
BC	821563R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	4-Mar-26	4-Mar-28	N	N	4	N/A	N/A
BC	836556R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	11-Mar-26	11-Mar-28	N	N	N/A	5	N/A
BC	840217R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	12-Mar-26	12-Mar-28	N	N	12	12	N/A
BC	840231R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	12-Mar-26	12-Mar-28	N	N	N/A	5	N/A
BC	844551R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	16-Mar-26	16-Mar-28	N	N	1	1	N/A
BC	850947R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Mar-26	18-Mar-28	N	N	N/A	10	N/A
BC	858198R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	4	N/A	N/A
BC	858262R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	2	N/A	N/A
BC	859134R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	N/A	3	N/A
BC	859367R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	N/A	6	N/A
BC	859851R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	23-Mar-26	23-Mar-28	N	N	N/A	10	N/A
BC	861141R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-26	24-Mar-28	N	N	6	N/A	N/A
BC	862719R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-26	24-Mar-28	N	N	N/A	6	N/A
BC	862776R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Mar-26	24-Mar-28	N	N	N/A	6	N/A
BC	877149R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	7	N/A	N/A
BC	877792R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	4	N/A	N/A
BC	877827R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	N/A	1	N/A
BC	877842R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	2	N/A	N/A
BC	877973R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	2	N/A	N/A
BC	878034R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	5	N/A	N/A
BC	878126R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	N/A	1	N/A
BC	878223R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	4	N/A	N/A
BC	878233R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	4	N/A	N/A
BC	878240R	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	31-Mar-26	31-Mar-28	N	N	N/A	1	N/A
BC	902009Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Jan-25	27-Jan-27	N	N	1		N/A
BC	902174Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Jan-25	27-Jan-27	N	N	1		N/A
BC	902638Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Jan-25	27-Jan-27	N	N	2		N/A
BC	902694Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Jan-25	27-Jan-27	N	N	1		N/A
BC	902735Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Jan-25	27-Jan-27	N	N	1		N/A
BC	944418Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Feb-25	18-Feb-27	N	N	2		N/A
BC	944419Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Feb-25	18-Feb-27	N	N	3		N/A
BC	944420Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	18-Feb-25	18-Feb-27	N	N	3		N/A
BC	948189Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	19-Feb-25	19-Feb-27	N	N	2		N/A
BC	948203Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	19-Feb-25	19-Feb-27	N	N	1		N/A
BC	956256Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Feb-25	24-Feb-27	N	N	1		N/A
BC	956401Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Feb-25	24-Feb-27	N	N	6		N/A
BC	956514Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Feb-25	24-Feb-27	N	N	4		N/A
BC	956642Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Feb-25	24-Feb-27	N	N	2		N/A
BC	956674Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Feb-25	24-Feb-27	N	N	1		N/A
BC	956724Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	24-Feb-25	24-Feb-27	N	N	1		N/A
BC	964877Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	27-Feb-25	27-Feb-27	N	N	2		N/A
BC	967752Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Feb-25	28-Feb-27	N	N	2		N/A
BC	967771Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Feb-25	28-Feb-27	N	N	4		N/A

Jurisdiction	Registration Number	Debtor (searched party)	Debtors (other debtors for multiple debtors)	Secured Party	Date of Registration	Date of Expiry	ALLPAAP?	Land Charge?	No. of Equipment	No. of Vehicles	Collateral (if not ALLPAAP, land charge or PMSI)
BC	967854Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Feb-25	28-Feb-27	N	N	1		N/A
BC	967867Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Feb-25	28-Feb-27	N	N	1		N/A
BC	967877Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Feb-25	28-Feb-27	N	N	1		N/A
BC	967886Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Feb-25	28-Feb-27	N	N	1		N/A
BC	967994Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Feb-25	28-Feb-27	N	N	1		N/A
BC	968006Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Feb-25	28-Feb-27	N	N	1		N/A
BC	968196Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Feb-25	28-Feb-27	N	N	2		N/A
BC	968238Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Feb-25	28-Feb-27	N	N	4		N/A
BC	968297Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	28-Feb-25	28-Feb-27	N	N	3		N/A
BC	972996Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	3-Mar-25	3-Mar-27	N	N	4		N/A
BC	975220Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	4-Mar-25	4-Mar-27	N	N	1		N/A
BC	975263Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	4-Mar-25	4-Mar-27	N	N	2		N/A
BC	980777Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	6-Mar-25	6-Mar-28	N	N	7		N/A
BC	980855Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-Mar-25	7-Mar-27	N	N	8		N/A
BC	981035Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-Mar-25	7-Mar-27	N	N	1		N/A
BC	984278Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-Mar-25	7-Mar-27	N	N	7		N/A
BC	984345Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-Mar-25	7-Mar-27	N	N	2		N/A
BC	984400Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-Mar-25	7-Mar-27	N	N	7		N/A
BC	984461Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-Mar-25	7-Mar-27	N	N	2		N/A
BC	984491Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-Mar-25	7-Mar-27	N	N	9		N/A
BC	984506Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-Mar-25	7-Mar-27	N	N	2		N/A
BC	984520Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	7-Mar-25	7-Mar-27	N	N	7		N/A
BC	986528Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	10-Mar-25	10-Mar-27	N	N	10		N/A
BC	986611Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	10-Mar-25	10-Mar-27	N	N	9		N/A
BC	986638Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	10-Mar-25	10-Mar-27	N	N	3		N/A
BC	986656Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	10-Mar-25	10-Mar-27	N	N	7		N/A
BC	986695Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	10-Mar-25	10-Mar-27	N	N	10		N/A
BC	986714Q	MONETTE FARMS LTD.	N/A	JOHN DEERE FINANCIAL INC.	10-Mar-25	10-Mar-27	N	N	9		N/A

This is **Exhibit "I"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**
A Commissioner for Oaths In And For Alberta

This is **Exhibit "I"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

[redacted]

2025-003-5771-5

ARIZONA SECRETARY OF STATE 08/15/25 14:54 F I L E D

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
UCC Team 1 855-450-4774

B. E-MAIL CONTACT AT SUBMITTER (optional)
UCCTeam1@rasi.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Registered Agent Solutions, Inc.
5301 Southwest Pkwy, Suite 400
Austin, TX 78735

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
DMO Holdings USA, Inc.

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
39332 West Camelback Road	Tonopah	AZ	85354	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
The Bank of Nova Scotia, as Agent

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6th Floor, 150 King Street West	Toronto	ON	M5H 1J9	CA

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibit A attached hereto and incorporated herein by this reference.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
AS 1464493-PR

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 07/01/23)

Arizona Uncertified Copy Secretary of State

2025-003-5771-5

EXHIBIT A

UCC-1 Form Financing Statement

DMO Holdings USA, Inc., Debtor

Debtor's personal property, now or hereafter acquired including, without limitation, all furniture, fixtures and equipment which are now or which may hereafter be appropriated for use; all rents, issues, contract rights, and profits due or to become due to the Debtor; all other personal property of Debtor, whether tangible or intangible, used or to be used in any way in connection with, or in any way relating to, real property or the construction, ownership, use, management, operation, occupancy, leasing, maintenance, repair, improvement or development of, or conduct of business on real property, whether now owned by Debtor or hereafter acquired or created (including but not limited to equipment, inventory, goods, documents, instruments, general intangibles, chattel papers, accounts, accounts receivable, deposit accounts and contract rights, as all such terms are used in the Arizona Commercial Code); together with all rights, title and interest of the Debtor in claims or demands under any policy or policies of insurance covering the foregoing personal property, and all proceeds, loss payments and premium refunds which may become payable with respect to such insurance policies. To avoid doubt, the Collateral includes property and rights of every kind and description and interests therein, including without limitation, all other Accounts, Certificated Securities, Chattel Paper, Commercial Tort Claims, Commodity Accounts, Commodity Contracts, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter of Credit Rights, Letters of Credit, Money, Payment Intangibles, Proceeds, Securities, Securities Account, Security Entitlements, Supporting Obligations, Uncertificated Securities and other Securities of all types, whether Certificated or Uncertificated, as each of the foregoing capitalized terms is defined in the Arizona Uniform Commercial Coe, Title 49, A.R.S.

Unverified Copy
Arizona Secretary of State

[redacted]

2021-004-3081-4

ARIZONA
SECRETARY OF STATE
08/16/21 07:18
F I L E D

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
CSC 1-800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
SPRFiling@cscglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

2166 19887
CSC
801 Adlai Stevenson Drive
Springfield, IL 62703

Filed In: Arizona (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: MONETTE FARMS ARIZONA LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
PO BOX 872	TONOPAH	AZ	85354	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: RDO Equipment Co.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
700 7th St South	Fargo	ND	58103	USA

4. COLLATERAL: This financing statement covers the following collateral:
2018 HARLO HP6500
S/N 104066

Arizona Uncertified Copy
Secretary of State

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
2166 19887

[redacted]

2025-000-5404-9

ARIZONA
SECRETARY OF STATE
02/06/25 04:01
F I L E D

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
AZSOSUCCFilingsV3@cscglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
MONETTE FARMS ARIZONA LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
49911 N 503RD AVE	**AGUILA**	**AZ**	**85320**	**USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Deere Credit, Inc.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6400 NW 86TH ST	**JOHNSTON**	**IA**	**50131**	**USA**

4. COLLATERAL: This financing statement covers the following collateral:

JOHN DEERE 8R31 8R 310 Tractor S/N: 225532;JOHN DEERE SF70 StarFire 7000 Integrated Receiver Field Kit S/N: 157645

The above described property is owned by the secured party and/or its assignee and is leased to the debtor. This statement is filed to give notice of secured party's (and/or its assignee) title to said property. Together with (1) all attachments, accessories and components, repairs and improvements, (2) all accounts, general intangibles, contract rights and chattel paper relating thereto, and (3) all proceeds, thereto including, without limitation, insurance, sale, lease and rental proceeds, and proceeds of proceeds.

Uncertified Copy
Arizona Secretary of State

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
5643431 3040 06139

[redacted]

2025-000-5405-4

ARIZONA
SECRETARY OF STATE
02/06/25 04:01
FILED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
AZSOSUCCFilingsV3@cscglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
MONETTE FARMS ARIZONA LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
49911 N 503RD AVE	**AGUILA**	**AZ**	**85320**	**USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Deere Credit, Inc.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6400 NW 86TH ST	**JOHNSTON**	**IA**	**50131**	**USA**

4. COLLATERAL: This financing statement covers the following collateral:

JOHN DEERE 6R15 6R 155 Tractor S/N: 159624

The above described property is owned by the secured party and/or its assignee and is leased to the debtor. This statement is filed to give notice of secured party's (and/or its assignee) title to said property. Together with (1) all attachments, accessories and components, repairs and improvements, (2) all accounts, general intangibles, contract rights and chattel paper relating thereto, and (3) all proceeds, thereto including, without limitation, insurance, sale, lease and rental proceeds, and proceeds of proceeds.

Uncertified Copy
Arizona Secretary of State

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
5643432 3040 06181

[redacted]

2025-001-5357-1

ARIZONA
SECRETARY OF STATE
04/16/25 03:03
FILED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
AZSOSUCCFilingsV3@cscglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
MONETTE FARMS ARIZONA LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
49911 N 503RD AVE	**AGUILA**	**AZ**	**85320**	**USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Deere Credit, Inc.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6400 NW 86TH ST	**JOHNSTON**	**IA**	**50131**	**USA**

4. COLLATERAL: This financing statement covers the following collateral:

JOHN DEERE 8R37 8R 370 Tractor S/N: 261357

The above described property is owned by the secured party and/or its assignee and is leased to the debtor. This statement is filed to give notice of secured party's (and/or its assignee) title to said property. Together with (1) all attachments, accessories and components, repairs and improvements, (2) all accounts, general intangibles, contract rights and chattel paper relating thereto, and (3) all proceeds, thereto including, without limitation, insurance, sale, lease and rental proceeds, and proceeds of proceeds.

Uncertified Copy
Arizona Secretary of State

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
5697353 3100 09270

[redacted]

2025-002-2191-2

ARIZONA
SECRETARY OF STATE
06/05/25 03:02
FILED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
AZSOSUCCFilingsV3@cscglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
MONETTE FARMS ARIZONA LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
49911 N 503RD AVE	**AGUILA**	**AZ**	**85320**	**USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Deere Credit, Inc.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6400 NW 86TH ST	**JOHNSTON**	**IA**	**50131**	**USA**

4. COLLATERAL: This financing statement covers the following collateral:

JOHN DEERE 412R 412R SelfPropelled Sprayer S/N: 254360

The above described property is owned by the secured party and/or its assignee and is leased to the debtor. This statement is filed to give notice of secured party's (and/or its assignee) title to said property. Together with (1) all attachments, accessories and components, repairs and improvements, (2) all accounts, general intangibles, contract rights and chattel paper relating thereto, and (3) all proceeds, thereto including, without limitation, insurance, sale, lease and rental proceeds, and proceeds of proceeds.

Uncertified Copy
Arizona Secretary of State

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
5741691 3142 08053

[redacted]

2025-002-8181-2

ARIZONA
SECRETARY OF STATE
07/24/25 07:37
FILED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
AZSOSUCCFilingsV3@cscglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
MONETTE FARMS ARIZONA LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
49911 N 503RD AVE	**AGUILA**	**AZ**	**85320**	**USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Deere Credit, Inc.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6400 NW 86TH ST	**JOHNSTON**	**IA**	**50131**	**USA**

4. COLLATERAL: This financing statement covers the following collateral:

JOHN DEERE 6M15 6M 155 Cab Tractor S/N: 521445;JOHN DEERE 6M15 6M 155 Cab Tractor S/N: 520717

The above described property is owned by the secured party and/or its assignee and is leased to the debtor. This statement is filed to give notice of secured party's (and/or its assignee) title to said property. Together with (1) all attachments, accessories and components, repairs and improvements, (2) all accounts, general intangibles, contract rights and chattel paper relating thereto, and (3) all proceeds, thereto including, without limitation, insurance, sale, lease and rental proceeds, and proceeds of proceeds.

Uncertified Copy
Arizona Secretary of State

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
5782070 3186 79012

[redacted]

2025-002-9904-6

ARIZONA
SECRETARY OF STATE
08/07/25 03:06
FILED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
AZSOSUCCFilingsV3@cscglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
MONETTE FARMS ARIZONA LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
49911 N 503RD AVE	**AGUILA**	**AZ**	**85320**	**USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Deere Credit, Inc.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6400 NW 86TH ST	**JOHNSTON**	**IA**	**50131**	**USA**

4. COLLATERAL: This financing statement covers the following collateral:

JOHN DEERE 8R41 8R 410 Tractor S/N: 262216

The above described property is owned by the secured party and/or its assignee and is leased to the debtor. This statement is filed to give notice of secured party's (and/or its assignee) title to said property. Together with (1) all attachments, accessories and components, repairs and improvements, (2) all accounts, general intangibles, contract rights and chattel paper relating thereto, and (3) all proceeds, thereto including, without limitation, insurance, sale, lease and rental proceeds, and proceeds of proceeds.

Uncertified Copy
Arizona Secretary of State

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
5793488 3198 93272

[redacted]

2025-004-1179-3

ARIZONA
SECRETARY OF STATE
10/22/25 03:04
FILED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
AZSOSUCCFilingsV3@cscglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
MONETTE FARMS ARIZONA LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
49911 N 503RD AVE	**AGUILA**	**AZ**	**85320**	**USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Deere Credit, Inc.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6400 NW 86TH ST	**JOHNSTON**	**IA**	**50131**	**USA**

4. COLLATERAL: This financing statement covers the following collateral:

JOHN DEERE 8R31 8R 310 Tractor S/N: 261164

The above described property is owned by the secured party and/or its assignee and is leased to the debtor. This statement is filed to give notice of secured party's (and/or its assignee) title to said property. Together with (1) all attachments, accessories and components, repairs and improvements, (2) all accounts, general intangibles, contract rights and chattel paper relating thereto, and (3) all proceeds, thereto including, without limitation, insurance, sale, lease and rental proceeds, and proceeds of proceeds.

Uncertified Copy
Arizona Secretary of State

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
5854232 3264 59048

[redacted]

2026-000-5839-4

ARIZONA
SECRETARY OF STATE
02/10/26 08:56
FILED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
AZSOSUCCFilingsV3@cscglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
MONETTE FARMS ARIZONA LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
49911 N 503RD AVE	**AGUILA**	**AZ**	**85320**	**USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Deere Credit, Inc.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6400 NW 86TH ST	**JOHNSTON**	**IA**	**50131**	**USA**

4. COLLATERAL: This financing statement covers the following collateral:

JOHN DEERE 6M14 6M 140 Cab Tractor S/N: 540455;JOHN DEERE 6M15 6M 155 Cab Tractor S/N: 540030;JOHN DEERE 6M15 6M 155 Cab Tractor S/N: 540031

The above described property is owned by the secured party and/or its assignee and is leased to the debtor. This statement is filed to give notice of secured party's (and/or its assignee) title to said property. Together with (1) all attachments, accessories and components, repairs and improvements, (2) all accounts, general intangibles, contract rights and chattel paper relating thereto, and (3) all proceeds, thereto including, without limitation, insurance, sale, lease and rental proceeds, and proceeds of proceeds.

Uncertified Copy
Arizona Secretary of State

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
5939616 3372 01333

[redacted]

2026-000-8141-0

ARIZONA
SECRETARY OF STATE
03/02/26 08:37
FILED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
AZSOSUCCFilingsV3@cscglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
MONETTE FARMS ARIZONA LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
49911 N 503RD AVE	**AGUILA**	**AZ**	**85320**	**USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Deere Credit, Inc.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6400 NW 86TH ST	**JOHNSTON**	**IA**	**50131**	**USA**

4. COLLATERAL: This financing statement covers the following collateral:

JOHN DEERE 6M14 6M 140 Cab Tractor S/N: 540455;JOHN DEERE 6M15 6M 155 Cab Tractor S/N: 540030;JOHN DEERE 6M15 6M 155 Cab Tractor S/N: 540031

The above described property is owned by the secured party and/or its assignee and is leased to the debtor. This statement is filed to give notice of secured party's (and/or its assignee) title to said property. Together with (1) all attachments, accessories and components, repairs and improvements, (2) all accounts, general intangibles, contract rights and chattel paper relating thereto, and (3) all proceeds, thereto including, without limitation, insurance, sale, lease and rental proceeds, and proceeds of proceeds.

Uncertified Copy
Arizona Secretary of State

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
5939616 3388 57420

[redacted]

2025-003-5992-9

ARIZONA
SECRETARY OF STATE
08/19/25 12:15
F I L E D

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
UCC Team 1 855-450-4774

B. E-MAIL CONTACT AT SUBMITTER (optional)
UCCTeam1@rasi.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

National DOCUMENT
380 W. Clarendon Ave., Suite 240 - Phoenix, AZ 85013

146548a

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Monette Farms Arizona, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
39332 West Camelback Road	Tonopah	AZ	85354	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
The Bank of Nova Scotia, as Agent

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6th Floor, 150 King Street West	Toronto	ON	M5H 1J9	CA

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibit A attached hereto and incorporated herein by this reference.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Arizona Secretary of State Uncertified Copy

2025-003-5992-9

EXHIBIT A

UCC-1 Form Financing Statement

Monette Farms Arizona, LLC, Debtor

Debtor's personal property, now or hereafter acquired including, without limitation, all furniture, fixtures and equipment which are now or which may hereafter be appropriated for use; all rents, issues, contract rights, and profits due or to become due to the Debtor; all other personal property of Debtor, whether tangible or intangible, used or to be used in any way in connection with, or in any way relating to, real property or the construction, ownership, use, management, operation, occupancy, leasing, maintenance, repair, improvement or development of, or conduct of business on real property, whether now owned by Debtor or hereafter acquired or created (including but not limited to equipment, inventory, goods, documents, instruments, general intangibles, chattel papers, accounts, accounts receivable, deposit accounts and contract rights, as all such terms are used in the Arizona Commercial Code); together with all rights, title and interest of the Debtor in claims or demands under any policy or policies of insurance covering the foregoing personal property, and all proceeds, loss payments and premium refunds which may become payable with respect to such insurance policies. To avoid doubt, the Collateral includes property and rights of every kind and description and interests therein, including without limitation, all other Accounts, Certificated Securities, Chattel Paper, Commercial Tort Claims, Commodity Accounts, Commodity Contracts, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter of Credit Rights, Letters of Credit, Money, Payment Intangibles, Proceeds, Securities, Securities Account, Security Entitlements, Supporting Obligations, Uncertificated Securities and other Securities of all types, whether Certificated or Uncertificated, as each of the foregoing capitalized terms is defined in the Arizona Uniform Commercial Coe, Title 49, A.R.S.

Arizona Secretary of State Unverified Copy

[redacted]

2025-003-5992-9

ARIZONA SECRETARY OF STATE
01/15/26 13:12
F I L E D

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Kate Hubert, (629) 312-1813

B. E-MAIL CONTACT AT SUBMITTER (optional)
Kate.Hubert@wbd-us.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

CAPITOL SERVICES

Return Acknowledgement to:
Capitol Services, Inc.
PO Box 1831
Austin, TX 78767
800.345.4647

1623646

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2025-003-5992-9 Arizona Secretary of State

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party(ies) authorizing this Termination Statement

3. ☐ ASSIGNMENT: Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9; check ASSIGN Collateral box in item 8 and describe the affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes: AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

8. COLLATERAL CHANGE: Check only one box: ☐ ADD collateral ☐ DELETE collateral ☑ RESTATE covered collateral ☐ ASSIGN* collateral

Indicate collateral: *Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

Debtor's personal property, now owned or hereafter acquired including, without limitation, all furniture, fixtures and equipment which are now or which may hereafter be appropriated for use; all rents, issues, contract rights, and profits due or to become due to the Debtor; all other personal property of Debtor, whether tangible or intangible, used or to be used in any way in connection with, or in any way relating to, real property or the construction, ownership, use, management, operation, occupancy, leasing, maintenance, repair, improvement or development of, or conduct of business on real property, whether now owned by Debtor or hereafter acquired or created (including but not limited to equipment, inventory, goods, documents, instruments, general intangibles, chattel papers, accounts, accounts receivable, deposit accounts and contract rights, as all such terms are used in the Arizona Commercial Code); together with all rights, title and interest of the Debtor in claims or demands under any policy or policies of insurance covering the foregoing personal property, and all proceeds, loss payments and premium refunds which may become payable with respect to such insurance policies. To avoid doubt, the Collateral includes property and rights of every kind and description and interests therein, including without limitation, all other Accounts, Certificated Securities, Chattel Paper, Commercial Tort Claims, Commodity Accounts, Commodity Contracts, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter of Credit Rights, Letters of Credit, Money, Payment Intangibles, Proceeds, Securities, Securities Account, Security Entitlements, Supporting Obligations, Uncertificated Securities and other Securities of all types, whether Certificated or Uncertificated, as each of the foregoing capitalized terms is defined in the Arizona Uniform Commercial Code, Title 47, A.R.S.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
THE BANK OF NOVA SCOTIA, AS AGENT

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
321940.00001 2025-003-5992-9 Debtor: Monette Farms Arizona, LLC Arizona Secretary of State

Arizona Secretary of State Uncertified Copy

STATE OF MONTANA

SECRETARY OF STATE

UCC1 FINANCING STATEMENT

STATE OF MONTANA

-FILED-

SECRETARY OF STATE

File Number: 20240193501

Date Filed: 3/21/2024 11:29:35 AM

Contact at Filer:

Contact Name	Tamara Melia-Woodward
Contact Phone	(406) 255-7278
Contact Email	tmelia@crowleyfleck.com

Send acknowledgment to:

Name	Crowley Fleck PLLP
Address	ALAN BRYAN 490 NORTH 31ST ST. 5TH FLOOR BILLINGS, MT 59101

Debtors:

DEBTOR'S NAME	MAILING ADDRESS
Monette Farms USA, Inc.	P.O. BOX 7152 HAVRE, MT 59501

Secured Parties:

SECURED PARTY'S NAME	MAILING ADDRESS
THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT	GLOBAL LOAN SYNDICATIONS – AGENCY SERVICES 40 TEMPERANCE STREET, 6TH FLOOR ATTN: TORONTO, ON M5H 0B4 Canada

Collateral:

The financing statement covers the following collateral:	All assets of Debtor, wherever located, whether now owned or hereafter acquired, and all proceeds and products thereof.
Collateral	
The collateral is:	Not Applicable

Designations:

Select a designation which describes this financing statement:	Not Applicable
Select an additional designation which describes this financing statement:	Not Applicable

Alternative Designations:

Select the alternative designation which describes this financing statement:	Not Applicable

Optional Filer Reference Data:

013135-000006

B1249-6790 03/21/2024 11:29 AM Received by MT Secretary of State Christi Jacobsen

Page 1 of 1

STATE OF MONTANA

SECRETARY OF STATE

UCC1 FINANCING STATEMENT

STATE OF MONTANA

-FILED-

SECRETARY OF STATE

File Number: 20240467424

Date Filed: 7/23/2024 4:30:06 AM

Contact at Filer:

Contact Name	CORPORATION SERVICE COMPANY
Contact Phone	1-800-858-5294
Contact Email	SPRFiling@cscglobal.com

Send acknowledgment to:

Name	CORPORATION SERVICE COMPANY
Address	801 ADLAI STEVENSON DRIVE SPRINGFIELD, IL 62703

Debtors:

DEBTOR'S NAME	MAILING ADDRESS
MONETTE FARMS USA INC	5335 S FLY CREEK RD HARDIN, MT 59034

Secured Parties:

SECURED PARTY'S NAME	MAILING ADDRESS
DEERE CREDIT, INC.	6400 NW 86TH ST JOHNSTON, IA 50131

Collateral:

The financing statement covers the following collateral:

JOHN DEERE X910 X9 1000 Combine MY2024 S/N: 830549;JOHN DEERE X910 X9 1000 Combine MY2024 S/N: 830543;JOHN DEERE HD50 HD50F Hinged Frame Draper MY2024 S/N: 830380;JOHN DEERE HD50 HD50F Hinged Frame Draper MY2024 S/N: 830376;JOHN DEERE HD50 HD50R Hinged Frame Draper MY2024 S/N: 830123;JOHN DEERE X910 X9 1000 Combine MY2024 S/N: 830557;JOHN DEERE HD50 HD50F Hinged Frame Draper MY2024 S/N: 830379;JOHN DEERE X910 X9 1000 Combine MY2024 S/N: 830484

The above described property is owned by the secured party and/or its assignee and is leased to the debtor. This statement is filed to give notice of secured party's (and/or its assignee) title to said property. Together with (1) all attachments, accessories and components, repairs and improvements, (2) all accounts, general intangibles, contract rights and chattel paper relating thereto, and (3) all proceeds, thereto including, without limitation, insurance, sale, lease and rental proceeds, and proceeds of proceeds.

The collateral is: Not Applicable

Designations:

Select a designation which describes this financing statement:	Not Applicable
Select an additional designation which describes this financing statement:	Not Applicable

Alternative Designations:

Select the alternative designation which describes this financing statement:	Not Applicable

Optional Filer Reference Data:

5502873 2885 83484 - 288583484

Page 1 of 2

B1298-9348 07/23/2024 4:30 AM Received by MT Secretary of State Christi Jacobsen

B1298-9349 07/23/2024 4:30 AM Received by MT Secretary of State Christi Jacobsen

Page 2 of 2

STATE OF MONTANA

SECRETARY OF STATE

UCC1 FINANCING STATEMENT

STATE OF MONTANA

-FILED-

SECRETARY OF STATE

File Number: 20250313921

Date Filed: 5/8/2025 8:39:01 AM

Contact at Filer:

Contact Name	WOLTERS KLUWER LIEN SOLUTIONS
Contact Phone	800-331-3282
Contact Email	uccfilingreturn@wolterskluwer.com

Send acknowledgment to:

Name	LIEN SOLUTIONS
Address	P O BOX 29071 GLENDALE, CA 91209-9071

Debtors:

DEBTOR'S NAME	MAILING ADDRESS
MONETTE FARMS USA, INC.	22872 BOX ELDER RD BOX ELDER, MT 59521

Secured Parties:

SECURED PARTY'S NAME	MAILING ADDRESS
CHS CAPITAL, LLC DBA CHSC MN, A MINNESOTA LLC	5500 CENEX DRIVE INVER GROVE HEIGHTS, MN 55077

Collateral:

The financing statement covers the following collateral:	All assets of debtor, including but not limited to current or future personal property (tangible, intangible and mixed), wherever located, and whether now owned or hereafter acquired, including, without limitation, all: goods, inventory, equipment, machinery, farm products, crops, livestock, chattel paper, accounts, deposit accounts, government payments, government agricultural program payments, investment property, instruments, documents, commercial tort claims, letter of credit rights, supporting obligations, contract rights, general intangibles, furniture, and proceeds.
The collateral is:	Not Applicable

Designations:

Select a designation which describes this financing statement:	Not Applicable
Select an additional designation which describes this financing statement:	Not Applicable

Alternative Designations:

Select the alternative designation which describes this financing statement:	Not Applicable

Optional Filer Reference Data:

MT-0-104090523-71655862

B1452-0191 05/08/2025 8:39 AM Received by MT Secretary of State Christi Jacobsen

Page 1 of 1

[redacted]

2024-001-7586-0

ARIZONA SECRETARY OF STATE
04/12/24 08:39
F I L E D

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)
R.Solliday@SollidayLaw.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Solliday Law
P.O. Box 45262
Phoenix, Arizona 85064

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Monette Produce, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
39332 W. Camelback Road	**Tonopah**	**AZ**	**85354**	**USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
The Bank of Nova Scotia, as Agent for the Lenders

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
40 Temperance Street, 6th Floor	**Toronto**	**ON**	**M5H 0B4**	**CAN**

4. COLLATERAL: This financing statement covers the following collateral:

See description of Debtor's personal property set forth on Exhibit A attached hereto and incorporated herein by reference.

Arizona Uncertified Copy Secretary of State

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

2024-001-7586-0

EXHIBIT A

UCC-1 Form Financing Statement
Monette Produce, LLC – Debtor
The Bank of Nova Scotia, as Agent for the Lenders – Secured Party

COLLATERAL DESCRIPTION

All assets of Monette Produce, LLC ("Debtor"), whether now existing or hereafter acquired, tangible or intangible, including, but not limited to:

(i) all Accounts;
(ii) all cash or cash equivalents;
(iii) all Chattel Paper;
(iv) all Deposit Accounts;
(v) all Documents;
(vi) all Equipment;
(vii) all Fixtures;
(viii) all General Intangibles, including, without limitation, all payment intangibles;
(ix) all Goods;
(x) all Instruments;
(xi) all Intellectual Property;
(xii) to the extent not covered above, all payment intangibles, physical and intangible assets, permits, governmental approvals and contract rights, in each case, whether now owned or hereafter acquired by Debtor and all property acquired by Debtor and all Proceeds thereof, and all substitutions, replacements and accessions thereto; and
(xiii) all accessions to, substitutions for and replacements, Proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

Capitalized terms used above have the meanings set forth in Article 9 of the UCC.

Uncertified Copy
Arizona Secretary of State

[redacted]

2025-003-5993-8

ARIZONA
SECRETARY OF STATE
08/19/25 12:18
F I L E D

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
UCC Team 1 855-450-4774

B. E-MAIL CONTACT AT SUBMITTER (optional)
UCCTeam1@rasi.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

National DOCUMENT
300 W. Clarendon Ave., Suite 240 - Phoenix, AZ 85013

146548b

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Monette Seeds USA, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
39332 West Camelback Road	Tonopah	AZ	85354	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
The Bank of Nova Scotia, as Agent

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6th Floor, 150 King Street West	Toronto	ON	M5H 1J9	CA

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibit A attached hereto and incorporated herein by this reference.

Arizona Secretary of State Uncertified Copy

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

2025-003-5993-8

EXHIBIT A

UCC-1 Form Financing Statement

Monette Seeds USA, LLC, Debtor

Debtor's personal property, now or hereafter acquired including, without limitation, all furniture, fixtures and equipment which are now or which may hereafter be appropriated for use; all rents, issues, contract rights, and profits due or to become due to the Debtor; all other personal property of Debtor, whether tangible or intangible, used or to be used in any way in connection with, or in any way relating to, real property or the construction, ownership, use, management, operation, occupancy, leasing, maintenance, repair, improvement or development of, or conduct of business on real property, whether now owned by Debtor or hereafter acquired or created (including but not limited to equipment, inventory, goods, documents, instruments, general intangibles, chattel papers, accounts, accounts receivable, deposit accounts and contract rights, as all such terms are used in the Arizona Commercial Code); together with all rights, title and interest of the Debtor in claims or demands under any policy or policies of insurance covering the foregoing personal property, and all proceeds, loss payments and premium refunds which may become payable with respect to such insurance policies. To avoid doubt, the Collateral includes property and rights of every kind and description and interests therein, including without limitation, all other Accounts, Certificated Securities, Chattel Paper, Commercial Tort Claims, Commodity Accounts, Commodity Contracts, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter of Credit Rights, Letters of Credit, Money, Payment Intangibles, Proceeds, Securities, Securities Account, Security Entitlements, Supporting Obligations, Uncertificated Securities and other Securities of all types, whether Certificated or Uncertificated, as each of the foregoing capitalized terms is defined in the Arizona Uniform Commercial Coe, Title 49, A.R.S.

Arizona Secretary of State Uncertified Copy

This is **Exhibit "J"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

CDN.$930,000,000 CREDIT FACILITIES

FIFTH AMENDED AND RESTATED CREDIT AGREEMENT

BETWEEN

MONETTE FARMS LTD.,
MONETTE FARMS USA, INC. and
DARREL NOEL MONETTE
as Borrowers

AND

THE BANK OF NOVA SCOTIA,
FARM CREDIT CANADA,
BANK OF MONTREAL,
EXPORT DEVELOPMENT CANADA,
CANADIAN IMPERIAL BANK OF COMMERCE,
ROYAL BANK OF CANADA,
THE TORONTO-DOMINION BANK,
CANADIAN WESTERN BANK,
CONEXUS CREDIT UNION
and such other persons as become parties hereto as lenders as Lenders

AND

THE BANK OF NOVA SCOTIA
as Agent of the Lenders

MADE AS OF DECEMBER 5, 2018, AMENDED AND RESTATED AS OF MARCH 18, 2021, FURTHER AMENDED AND RESTATED AS OF OCTOBER 18, 2021, FURTHER AMENDED AND RESTATED AS OF MARCH 18, 2022, FURTHER AMENDED AND RESTATED AS OF MARCH 31, 2023 AND FURTHER AMENDED AND RESTATED AS OF APRIL 15, 2024

THE BANK OF NOVA SCOTIA
as Lead Arranger and Sole Bookrunner

THE BANK OF NOVA SCOTIA
as Administrative Agent

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FIFTH AMENDED AND RESTATED CREDIT AGREEMENT

THIS AGREEMENT is made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024

B E T W E E N:

MONETTE FARMS LTD., a corporation existing under the laws of the Province of Saskatchewan (hereinafter sometimes referred to as the "**Canadian Borrower**"),

OF THE FIRST PART,

- and –

MONETTE FARMS USA, INC., a corporation existing under the laws of the State of Montana (hereinafter sometimes referred to as the "**U.S. Borrower**"),

OF THE SECOND PART,

- and –

DARREL NOEL MONETTE, an individual domiciled in the Province of Saskatchewan and with his primary residence in the Province of Saskatchewan (hereinafter sometimes referred to as the "**Individual Borrower**")

OF THE THIRD PART,

- and –

THE BANK OF NOVA SCOTIA, FARM CREDIT CANADA, BANK OF MONTREAL, EXPORT DEVELOPMENT CANADA, CANADIAN IMPERIAL BANK OF COMMERCE, ROYAL BANK OF CANADA, THE TORONTO-DOMINION BANK, CANADIAN WESTERN BANK, CONEXUS CREDIT UNION, together with such other persons as become parties hereto as lenders, (hereinafter sometimes collectively referred to as the "**Lenders**" and sometimes individually referred to as a "**Lender**"),

OF THE FOURTH PART,

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as agent of the Lenders hereunder (hereinafter referred to as the "**Agent**"),

OF THE FIFTH PART.

WHEREAS the Borrowers, the Lenders and the Agent are parties to the fourth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022 and further amended and restated as of March 31, 2023 (as further amended and supplemented to the date hereof, the "**Existing Credit Agreement**");

AND WHEREAS the parties hereto have agreed to amend and restate the Existing Credit Agreement on terms and conditions set forth herein;

AND WHEREAS the Lenders have agreed to provide the Credit Facilities to the Borrowers on the terms and conditions herein set forth;

AND WHEREAS the Lenders wish the Agent to act on their behalf with regard to certain matters associated with the Credit Facilities;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

(1) In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"**Acceleration Notice**" means a written notice delivered by the Agent to a Borrower pursuant to Section 12.2 declaring all Obligations of the Borrowers outstanding hereunder to be due and payable.

"**Acceptable LC Insurance Provider**" means Export Development Canada and/or such other insurance providers as are acceptable to the Agent, acting reasonably.

"**Acceptable Receivables Insurance Provider**" means Export Development Canada and/or such other insurance providers as are acceptable to the Agent, acting reasonably.

"**Account Debtor**" means a person who is obligated to pay or perform on or under any Account Receivable.

"**Account Receivable**" means any right of the Canadian Borrower, the U.S. Borrower or any other Loan Party to payment for goods sold or leased or for services rendered in the ordinary course of business.

"**Additional Compensation**" has the meaning set out in Section 13.4(1).

"**Adjusted Daily Compounded CORRA**" means, for purposes of any calculation, the rate per annum equal to (a) Daily Compounded CORRA for such calculation plus (b) the Daily Compounded CORRA Adjustment; provided that if Adjusted Daily Compounded CORRA as so determined for any day shall be less than the Floor, then Adjusted Daily Compounded CORRA shall be deemed to be the Floor.

"**Adjusted Term CORRA**" means, for purposes of any calculation, the rate per annum equal to (a) Term CORRA for such calculation plus (b) the Term CORRA Adjustment; provided that if Adjusted Term CORRA as so determined shall ever be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor.

"**Adjusted Term SOFR**" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

"**Adjustment Time**" means the time of occurrence of the last event necessary (being either the delivery of a Demand for Payment or the occurrence of a Termination Event) to ensure that all Obligations, all Bank Product Obligations and all Financial Instrument Obligations under any Lender Financial Instruments are thereafter due and payable.

"**Advance**" means an advance of funds made by the Lenders or by any one or more of them to a Borrower (including Swingline Loans under the Operating Facility), but does not include any Conversion or Rollover.

"**Affected Financial Institution**" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"**Affected Loan**" has the meaning set out in Section 13.5.

"**Affiliate**" means any person which, directly or indirectly, controls, is controlled by or is under common control with another person; and, for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" or "under common control with") means the power to direct or cause the direction of the management and policies of any person, whether through the ownership of shares or other economic interests, the holding of voting rights or contractual rights or otherwise.

"**Agent's Accounts**" means the following accounts maintained by the Agent to which payments and transfers under this Agreement are to be effected:

(a) for Canadian Dollars:

The Bank of Nova Scotia
44 King Street West, Toronto, Ontario M5H 1H1
SWIFT: NOSCCATT
Cdn.$ Account No.: 23902-64
Transit: 52712
Beneficiary: The Bank of Nova Scotia, GWS Loan Administration & Agency Services
Attn: Toronto Corporate Loans
Ref: Monette Farms Ltd.;

(b) for United States Dollars:

Bank of America N.A.
1 Bryant Park, New York, New York 10036

SWIFT: BOFAUS3N
FED Wire: 026009593
U.S.$ Account No.: NOSCCATTTL1
Beneficiary: The Bank of Nova Scotia
Attn: Toronto Corporate Loans
Ref: Monette Farms Ltd.,

or such other account or accounts as the Agent may from time to time designate by notice in writing to the Canadian Borrower and the Lenders.

"**Agent Parties**" has the meaning set out in Section 16.16(2).

"**Agreement**" means this fifth amended and restated credit agreement, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**AML Claims**" means any and all administrative, regulatory or judicial actions, suits, demands, claims, liens, notices of non compliance or violation, investigations, inspections, inquiries or proceedings relating in any way to any or Anti Money Laundering Laws.

"**Anti-Money Laundering Laws**" means the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA), the *Trading with the Enemy Act* and each of the foreign assets control regulations of the United States Treasury Department and any other enabling legislation or executive order relating thereto; the U.S. Money Laundering Control Act of 1986 and the regulations and rules promulgated thereunder, as amended from time to time and any other federal or state laws relating to "know your customer" anti-money laundering, anti-terrorist financing and government sanction rules and regulations; the U.S. Bank Secrecy Act and the regulations and rules promulgated thereunder, as amended from time to time; and corresponding laws of (a) the European Union designed to combat money laundering and terrorist financing and (b) jurisdictions in which any Borrower or any other Loan Party operates or in which the proceeds of the Loans will be used or from which repayments of the Obligations will be derived including *the Canadian Proceeds of Crime (Money Laundering) and the Terrorism Financing Act* and the regulations promulgated thereunder.

"**Applicable Laws**" or "**applicable law**" means, in relation to any person, transaction or event:

(a) all applicable provisions of laws, statutes, rules and regulations from time to time in effect of any Governmental Authority; and

(b) all Governmental Authorizations to which the person is a party or by which it or its property is bound or having application to the transaction or event.

"**Applicable Pricing Rate**" means, as regards any Loan under the Credit Facilities or the standby fees payable in accordance with Section 5.8, the percentage rate per annum set forth in the column applicable to the type of Loan in question or such standby fee:

Margin on Canadian Prime Rate Loans and U.S. Base Rate Loans	**Issuance Fees for Letters of Credit and margin on SOFR Loans and CORRA Loans**	**Standby Fee for Credit Facilities**
0.550% per annum	1.800% per annum	0.350% per annum

provided, in each case, that:

(a) without duplication of subparagraph (b) below, from and after the date of receipt by a Borrower of a notice of a Borrowing Base Shortfall, the above rates per annum applicable to Loans under each Credit Facility shall each increase by 2.00% per annum if and for so long as the Borrowing Base Shortfall subsists;

(b) without duplication of subparagraph (a) above, from and after the occurrence of an Event of Default, the above rates per annum applicable to Loans shall each increase (as applicable) by 2.00% per annum if and for so long as the Event of Default subsists;

(c) in addition to (a) and (b) above, to the extent the Debt to Tangible Net Worth Ratio is greater than 2.25:1.00 as at the October 31, 2024 Fiscal Year End, the above rate per annum applicable to Loans shall each increase by 0.20% per annum until the Maturity Date applicable to each Credit Facility;

(d) the above rates per annum applicable to SOFR Loans are expressed on the basis of a year of 360 days;

(e) the above rates per annum applicable to all other Loans are expressed on the basis of a year of 365 days; and

(f) issuance fees for Letters of Credit which are not "direct credit substitutes" (as determined by the Agent, acting reasonably) within the meaning of the Capital Adequacy Requirements shall be 66⅔% of the rate specified in the applicable grid above (or 66⅔% of the rate in the grid above as increased pursuant to subparagraphs (a) or (b) above, as applicable).

"**Assigned Interests**" has the meaning set out in Section 2.19(2).

"**Assignment Agreement**" means an assignment agreement substantially in the form of Schedule B annexed hereto, with such modifications thereto as may be required from time to time by the Agent, acting reasonably.

"**Attributable Debt**" means, in respect of any lease entered into by a person or a Subsidiary thereof as lessee, the present value (discounted at the rate of interest implicit in such transaction,

determined in accordance with generally accepted accounting principles) of the lease payments of the lessee, including all rent and payments to be made by the lessee in connection with the return of the leased property, during the remaining term of the lease (including any period for which such lease has been extended or may, at the option of the lessor, be extended) but excluding for certainty, (a) amounts required to be paid on account of insurance, Taxes, assessments, utility, operating and labour costs and similar charges and (b) amounts payable by a lessee in connection with the exercise of any end of term purchase option, early buy out option or any similar amounts payable at the election of the lessee.

"**Available Cash Flow**" means, for any period, in respect of the Loan Parties on a combined and consolidated basis, EBITDA decreased by the sum (without duplication) of:

(a) scheduled principal repayments of Debt (but excluding (i) such payments to the extent they are financed with the proceeds of Permitted Debt and (ii) voluntary repayments in connection with the Credit Facilities);

(b) scheduled payments in respect of capital leases paid during such period to the extent not included in subparagraph (a) above;

(c) Interest Expense accrued and paid or payable during such period; and

(d) cash Taxes accrued and paid or payable during such period.

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark or Cdn. Benchmark, as applicable, (a) if such Benchmark or Cdn. Benchmark is a term rate, any tenor for such Benchmark or Cdn. Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark or Cdn. Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark or Cdn. Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark or Cdn. Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 13.6(4) or Section 13.7(4), as applicable.

"**Bail-In Action**" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"**Bail-In Legislation**" means with respect to:

(a) any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule; and

(b) the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their respective Affiliates (other than through liquidation, administration or other insolvency proceedings).

"**Banking Day**" means (a) in respect of any SOFR Loan, a U.S. Government Securities Business Day, (b) for the purposes of any determination of the rate in respect of a CORRA Loan, a day on

which banks are open for business in Toronto, Ontario and (c) for all other purposes, shall mean a day on which banks are open for business in both Calgary, Alberta and Toronto, Ontario, but does not in any event include a Saturday or a Sunday.

"**Bank Product Affiliates**" means any Affiliate of a Lender which provides a Bank Product.

"**Bank Product Obligations**" means any obligations arising under or in connection with Bank Products.

"**Bank Products**" means any facilities or services related to cash management services, including centralized operating accounts, automated clearing house transactions, controlled disbursement services, treasury, depository, overdraft, credit or debit card, purchase card, electronic funds transfer, cash pooling, foreign exchange facilities, currency exchange transactions or agreements and options with respect thereto and other cash management arrangements and commercial credit card services provided to the Canadian Borrower, the U.S. Borrower, another Loan Party or the Individual Borrower by the Lenders or their Affiliates and shall include the Individual Borrower Bilateral Facility provided such Debt is Permitted Debt.

"**Basel III**" means the agreements on capital requirements, leverage ratios and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, modified, supplemented, reissued or replaced from time to time.

"**Benchmark**" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 13.2.

"**Benchmark Replacement**" means, with respect to any Benchmark Transition Event, either of the following to the extent selected by Agent in its unilateral discretion:

(a) the sum of: (i) Daily Simple SOFR and (ii) the related Benchmark Replacement Adjustment; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Agent and the Canadian Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for United States Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment,

provided that, if the Benchmark Replacement as determined pursuant to subparagraphs (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Documents.

"**Benchmark Replacement Adjustment**" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or

method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Agent and the Canadian Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the applicable Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for United States Dollar-denominated syndicated credit facilities at such time.

"**Benchmark Replacement Date**" means the earlier to occur of the following events with respect to the then-current Benchmark:

(a) in the case of subparagraphs (a) or (b) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of subparagraph (c) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such subparagraph (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of subparagraph (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the

administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Unavailability Period"** means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Document in accordance with Section 13.2 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any other Document in accordance with Section 13.2.

"**Blue Goose**" means The Blue Goose Cattle Company Ltd.

"**Blue Goose Holdco**" means 102134752 Saskatchewan Ltd.

"**Blue Goose Litigation**" means the allegation by the B.C. Ministry of Forests that Blue Goose is liable under the *Wildfire Act* and *Wildfire Regulation* in connection with wildfire K71030 and all actions, suits, proceedings, claims and counterclaims in connection therewith.

"**Blue Goose Vendor"** means Blue Goose Capital Corp.

"**BNS Bi-Lateral Leased Equipment Debt**" means the Attributable Debt owing by the applicable Loan Parties to The Bank of Nova Scotia in connection with leasing facilities in the maximum amount of Cdn.$10,000,000.

"**Borrowers**" means, collectively, the Canadian Borrower, the U.S. Borrower and the Individual Borrower and "**Borrower**" means any one of such borrowers.

"**Borrowing Base**" means, without duplication, the amount in Canadian Dollars equal to the aggregate of:

(a) 75% of (i) all Eligible Accounts Receivable**,** (ii) all Eligible Inventory and (iii) the paid costs for seed, chemical and fertilizer in connection with growing crops that are located on land owned or leased by the Canadian Borrower, the U.S. Borrower and the other Loan Parties which have provided Security;

(b) 75% of the fair market value (as determined by the most recent appraisals in in respect thereof delivered to the Agent and acceptable to the Agent and the Majority of the Lenders acting reasonably) or, if no appraisal is available, the purchase price of all owned bare land real property of the Canadian Borrower and the other Loans Parties which is subject to a first priority, perfected fixed charge Security Interest in favor of the Agent and the Lenders (pursuant to the Security) in accordance with the provisions hereof; provided that real property owned by Blue Goose shall be included to a maximum amount of Cdn.$83,000,000 at any time); and

(c) 75% of the net book value of all buildings, vehicles, equipment, aircraft and improvements of the Canadian Borrower and the other Loan Parties which, for certainty, shall exclude any such property that is subject to a Purchase Money Obligation or capital lease obligations,

less (i) an amount equal to all accrued but unpaid statutory source deductions of the Canadian Borrower, the U.S. Borrower and the other Loan Parties which have provided Security; (ii) an amount equal to all unpaid wages, vacation pay and other compensation for services rendered by employees of the Canadian Borrower, the U.S. Borrower and the other Loan Parties which have provided Security; and (iii) any other claims ranking in priority to the Security.

"**Borrowing Base Certificate**" means a report and certificate of the Canadian Borrower substantially in the form annexed hereto as Schedule I which, *inter alia*, provides:

(a) a summary of all Accounts Receivable and accounts payable of the Canadian Borrower, the U.S. Borrower and the other Loan Parties (including particulars of all Account Debtors and the age of such Accounts Receivable);

(b) a summary of all outstanding Inventory of the Canadian Borrower, the U.S. Borrower and the other Loan Parties (including the locations of such Inventory);

(c) a summary of the investment in growing crops including paid costs for seed, chemical and fertilizer of the Canadian Borrower, the U.S. Borrower and the other Loan Parties;

(d) a summary of the fair market value of all bare land owned real property of the Canadian Borrower, the U.S. Borrower and the other Loan Parties;

(e) a summary of the net book value of all buildings, vehicles, equipment, aircraft and improvements of the Canadian Borrower and the other Loan Parties;

(f) a summary of all accrued but unpaid statutory source deductions, all unpaid wages, vacation pay and other compensation for services rendered by employees of the Canadian Borrower, the U.S. Borrower and the other Loan Parties and any other claims ranking in priority to the Security;

(g) the Canadian Borrower's calculation of the Borrowing Base as at the applicable Quarter End (including particulars of the basis on which the Canadian Borrower has made such calculation) together with a certificate of the Canadian Borrower certifying such calculation and the Borrowing Base; provided that it is

acknowledged and agreed that the Lenders may re-determine the Borrowing Base in their sole discretion in accordance with this Agreement.

"**Borrowing Base Notice**" has the meaning set out in Section 2.20.

"**Borrowing Base Shortfall**" means the amount (if any) by which the Outstanding Principal under the Credit Facilities and outstanding principal under the Individual Borrower Bilateral Facility, in aggregate, on the effective date of the most recently delivered Borrowing Base Certificate or Borrowing Base Notice, as applicable, exceeds the amount of the Borrowing Base set forth in the most recently delivered Borrowing Base Certificate or Borrowing Base Notice, as applicable, (for certainty, whether the determination of the Borrowing Base set forth in such Borrowing Base Notice is yet in effect pursuant to Section 2.20 or not).

"**Canadian Dollars**" and "**Cdn.$**" mean the lawful money of Canada.

"**Canadian Pension Plan**" means any "registered pension plan" as defined in subsection 248(1) of the *Income Tax Act* (Canada) and any other pension plan registered or required to be registered under applicable Canadian pension legislation, which is sponsored, administered, contributed to or required to be contributed to by the Canadian Borrower or any other Loan Party with respect to its employees or former employees in Canada.

"**Canadian Prime Rate**" means, for any day, the greater of:

(a) the rate of interest per annum established from time to time by the Agent as the reference rate of interest for the determination of interest rates that the Agent will charge to customers in Canada of varying degrees of creditworthiness for Canadian Dollar demand loans in Canada; and

(b) Adjusted Term CORRA for an interest period of one month in effect from time to time plus 100 basis points per annum,

provided that if the rate determined above shall ever be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"**Canadian Prime Rate Loan**" means an Advance in, or Conversion into, Canadian Dollars made by the Lenders (or any of them) to an applicable Borrower with respect to which such Borrower has specified or a provision hereof requires that interest is to be calculated by reference to the Canadian Prime Rate.

"**Capital Adequacy Requirements**" means Guideline A, effective November 2018/January 2019, entitled "Capital Adequacy Requirement (CAR) – Simpler Approaches" and Guideline A-I, dated April 2014, entitled "Capital Adequacy Requirements (CAR)" each issued by the Office of the Superintendent of Financial Institutions Canada and all other guidelines or requirements relating to capital adequacy issued by the Office of the Superintendent of Financial Institutions Canada or any other Governmental Authority regulating or having jurisdiction with respect to any Lender, as amended, modified, supplemented, reissued or replaced from time to time.

"**Capital Expenditures**" means, for any period, any expenditure made by any person for the purchase, lease, license, erection, development, improvement, construction, repair or replacement of capital assets, and any expenditure pursuant to a capital lease or any other expenditure required to be capitalized, all as determined in accordance with generally accepted accounting principles.

"**Capital Facility**" means the credit facility in the maximum principal amount of Cdn.$750,000,000 (or the Equivalent Amount thereof) to be made available to the applicable Borrowers by the Capital Facility Lenders in accordance with the provisions hereof, subject to any increase in accordance with Section 2.22 hereof and to any reduction in accordance with the provisions hereof.

"**Capital Facility Commitment**" means the commitment by each Lender under the Capital Facility to provide up to the amount of Canadian Dollars set forth opposite its name in Schedule A annexed hereto, subject to any reduction in accordance with the provisions hereof.

"**Capital Facility Excess**" has the meaning set out in Section 2.15(6).

"**Capital Facility Lenders**" means, collectively, the Lenders which have a Capital Facility Commitment.

"**Capital Facility Maturity Date**" means April 15, 2026.

"**Cash Equivalents**" means (a) securities issued, or directly and fully guaranteed or insured, by the federal government of Canada, the government of the United States, the government of any Province of Canada or any agency or instrumentality thereof (provided that the full credit of the federal government of Canada, the United States or the government of such Province, as applicable, is pledged in support thereof) having maturities of not more than ninety (90) days from the date of acquisition, (b) Canadian Dollar or United States Dollar-denominated time deposits, certificates of deposit and bankers' acceptances of (i) any commercial bank resident in Canada or the United States of recognized standing having capital and surplus in excess of Five Hundred Million Dollars ($500,000,000), or (ii) any bank (or the parent company of such bank) whose short term securities are rated at least R-1 (middle) by DBRS Limited (each, an "**Approved Bank**"), (c) repurchase obligations with a term of not more than seven (7) days for underlying securities of the types described in clause (a) above entered into with any Approved Bank, (d) commercial paper issued by an Approved Bank or by the parent company of any Approved Bank and commercial paper issued by, or guaranteed by, any industrial or financial company with a short-term commercial paper rating of at least R-1 (middle) by DBRS Limited, and in each case maturing within ninety (90) days after the date of acquisition, and (e) investments in money market funds substantially all of whose assets are comprised of securities of the type described in clauses (a) through (d) above.

"**Cdn. Benchmark**" means, initially, the Term CORRA Reference Rate or Daily Compounded CORRA, as the case may be; provided that if a Cdn. Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA or the then-current Cdn. Benchmark, then "Cdn. Benchmark" means the applicable Cdn. Benchmark Replacement to the extent that such Cdn. Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 13.7(1).

"**Cdn. Benchmark Conforming Changes**" means, with respect to the use or administration of a Cdn. Benchmark or the use, administration, adoption or implementation of any Cdn. Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Canadian Prime Rate," the definition of "Banking Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of Drawdown Notices or Repayment Notices, Conversion Notices or Rollover Notices, the applicability and length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Agent decides, acting reasonably, may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the

Agent in a manner substantially consistent with market practice (or, if the Agent decides, acting reasonably, that adoption of any portion of such market practice is not administratively feasible or if the Agent determines, acting reasonably, that no market practice for the administration of any such rate exists, in such other manner of administration as the Agent decides, acting reasonably, is necessary in connection with the administration of this Agreement and the other Documents).

"**Cdn. Benchmark Replacement**" means, with respect to any Cdn. Benchmark Transition Event:

(a) where a Cdn. Benchmark Transition Event has occurred with respect to Term CORRA Reference Rate, Daily Compounded CORRA; and

(b) where a Cdn. Benchmark Transition Event has occurred with respect to a Cdn. Benchmark other than the Term CORRA Reference Rate, the sum of:

(i) the alternate benchmark rate that has been selected by the Agent and the Canadian Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the applicable Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Cdn. Benchmark for Canadian Dollar-denominated syndicated credit facilities; and

(ii) the related Cdn. Benchmark Replacement Adjustment.

If the Cdn. Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Cdn. Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Documents.

"**Cdn. Benchmark Replacement Adjustment**" means, with respect to any replacement of the then-current Cdn. Benchmark with an Unadjusted Cdn. Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Agent and the Canadian Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Cdn. Benchmark with the applicable Unadjusted Cdn. Benchmark Replacement by the applicable Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Cdn. Benchmark with the applicable Unadjusted Cdn. Benchmark Replacement for Canadian Dollar-denominated syndicated credit facilities at such time.

"**Cdn. Benchmark Replacement Date**" means a date and time determined by the Agent, which date shall be no later than the earliest to occur of the following events with respect to the then-current Cdn. Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Cdn. Benchmark Transition Event", the later of:

(i) the date of the public statement or publication of information referenced therein; and

(ii) the date on which the administrator of such Cdn. Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Cdn. Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Cdn. Benchmark Transition Event", the first date on which such Cdn. Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Cdn. Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Cdn. Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Cdn. Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Cdn. Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Cdn. Benchmark (or the published component used in the calculation thereof).

"**Cdn. Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Cdn. Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Cdn. Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Cdn. Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Cdn. Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Cdn. Benchmark (or the published component used in the calculation thereof), the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Cdn. Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Cdn. Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Cdn. Benchmark (or such component), which states that the administrator of such Cdn. Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Cdn. Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Cdn. Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Cdn. Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Cdn. Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Cdn. Benchmark Transition Event" will be deemed to have occurred with respect to any Cdn. Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Cdn. Benchmark (or the published component used in the calculation thereof).

"**Cdn. Benchmark Unavailability Period**" means, the period, if any (a) beginning at the time that a Cdn. Benchmark Replacement Date has occurred if, at such time, no Cdn. Benchmark Replacement has replaced the then-current Cdn. Benchmark for all purposes hereunder and under any Document in accordance with Section 13.7 and (b) ending at the time that a Cdn. Benchmark Replacement has replaced the then-current Cdn. Benchmark for all purposes hereunder and under any Document in accordance with Section 13.7.

"**Change of Control**" means and shall be deemed to have occurred if and when:

(d) the Individual Borrower ceases to own, legally or beneficially, all of the issued and outstanding shares and other equity interests in the Canadian Borrower, the U.S. Borrower (or the holding company of the U.S. Borrower), DMO Holdings Ltd., Blue Goose and GP Winery; or

(e) to the extent the Canadian Borrower is a Subsidiary of the Family Trust, the Individual Borrower is not the sole trustee of the Family Trust and all assets and property held by the Family Trust are not vested in the name of the Individual Borrower, as trustee.

"**CID Policy**" means the individual sickness & accident insurance policy issued by New Haven General Insurance Limited (Policy No. 035-CID20200323) in respect of the Individual Borrower with Monette Farms Ontario Corp. as policy holder and beneficiary and with a term to age 100, a maximum critical illness benefit of Cdn.$22,922,000 and a monthly benefit income of Cdn.$161,600.

"**Closing Date**" means the date on which all of the conditions set forth in Section 3.2 have been satisfied (or waived in writing by all of the Lenders in accordance with Section 3.4).

"**Commitment**" means an Operating Facility Commitment or a Capital Facility Commitment.

"**Commodity Agreement**" means any agreement for the making or taking of delivery of any commodity, any commodity swap agreement, floor, cap or collar agreement or commodity future or option or other similar agreements or arrangements, or any combination thereof where the subject matter of the same is any commodity or the price, value or amount payable thereunder is dependent or based upon the price of any commodity or fluctuations in the price of any commodity.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.).

"**Communications**" has the meaning set out in Section 16.16(2).

"**Compliance Certificate**" means a certificate of the Canadian Borrower signed on its behalf by the president, chief executive officer, chief operating officer, chief financial officer, a senior vice president, secretary or treasurer of the Canadian Borrower, substantially in the form annexed hereto as Schedule C, to be given to the Agent and the Lenders by the Canadian Borrower pursuant hereto.

"**Conforming Changes**" means, with respect to either the use of administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "U.S. Base Rate", the definition of "Banking Day", the definition of "Interest Period", the definition of "U.S. Government Securities Business Day", the timing and frequency of determining rates and making payments of interest, timing of Drawdown Notices, Repayment Notices, Conversion Notices or Rollover Notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Documents).

"**Conversion**" means a conversion or deemed conversion of a Loan under a given Credit Facility into another type of Loan under the same Credit Facility pursuant to the provisions hereof, provided that, subject to Section 2.7, the conversion of a Loan denominated in one currency to a Loan denominated in another currency shall be effected by repayment of the Loan or portion thereof being converted in the currency in which it was denominated and readvance to the applicable Borrower of the Loan into which such conversion was made.

"**Conversion Date**" means the date specified by an applicable Borrower as being the date on which such Borrower has elected to convert, or this Agreement requires the conversion of, one type of Loan under a given Credit Facility into another type of Loan under the same Credit Facility and which shall be a Banking Day.

"**Conversion Notice**" means a notice substantially in the form annexed hereto as Schedule D to be given to the Agent by an applicable Borrower pursuant hereto.

"**CORRA Loans**" means, collectively, the Term CORRA Loans and the Daily Compounded CORRA Loans, as applicable.

"**Credit Facilities**" means, collectively, the Operating Facility and the Capital Facility, and "**Credit Facility**" means any one of such credit facilities.

"**Currency Excess**" has the meaning set out in Section 2.17(1).

"**Currency Excess Deficiency**" has the meaning set out in Section 2.17(2).

"**Currency Hedging Agreement**" means any currency swap agreement, cross currency agreement, forward agreement, floor, cap or collar agreement, futures or options, insurance or other similar agreement or arrangement, or any combination thereof where the subject matter of the same is currency exchange rates or the price, value or amount payable thereunder is dependent or based upon currency exchange rates or fluctuations in currency exchange rates as in effect from time to time.

"**Daily Compounded CORRA**" shall mean, for any day (a "**Daily Compounded CORRA Rate Day**"), a rate per annum equal to CORRA for the day (such day, the "**Daily Compounded CORRA Determination Day**"), that is five Banking Days prior to (a) if such Daily Compounded CORRA Rate Day is a Banking Day, such Daily Compounded CORRA Rate Day, or (b) if such Daily

Compounded CORRA Rate Day is not a Banking Day, the Banking Day immediately preceding such Daily Compounded CORRA Rate Day, in each case, as CORRA is published by the administrator (with interest accruing on a compounded daily basis); provided, however, that if as of 5:00 p.m. (Toronto time) on any Daily Compounded CORRA Determination Day, CORRA for the applicable tenor has not been published by the administrator and a Cdn. Benchmark Replacement Date with respect to Daily Compounded CORRA has not occurred, then Daily Compounded CORRA will be CORRA as published by the administrator so long as such first preceding Banking Day is not more than three Banking Days prior to such Daily Compounded CORRA Determination Day; provided, that to the extent such rate as determined above shall, at any time, be less than the Floor, such rate shall be deemed to be the Floor for all purposes herein.

"**Daily Compounded CORRA Adjustment**" means a percentage equal to 0.29547% per annum.

"**Daily Compounded CORRA Determination Day**" has the meaning set out in the definition of "Daily Compounded CORRA".

"**Daily Compounded CORRA Rate Day**" has the meaning set out in the definition of "Daily Compounded CORRA".

"**Daily Compounded CORRA Loan**" means an Advance that bears interest at the Adjusted Daily Compounded CORRA.

"**Daily Simple SOFR**" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Agent in accordance with the conventions for this rate recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated credit facilities; provided, that if the Agent decides that any such convention is not administratively feasible for the Agent, then the Agent may establish another convention in its reasonable discretion.

"**Debt**" means, with respect to any person ("**X**"), all obligations, liabilities and indebtedness of X and its Subsidiaries which would, in accordance with generally accepted accounting principles, be classified upon a combined and consolidated balance sheet of X as indebtedness for borrowed money of X and its Subsidiaries and, whether or not so classified, shall include (without duplication):

(a) indebtedness of X and its Subsidiaries for borrowed money;

(b) obligations of X and its Subsidiaries arising pursuant or in relation to: (i) bankers' acceptances (including payment and reimbursement obligations in respect thereof), or (ii) letters of credit and letters of guarantee supporting obligations which would otherwise constitute Debt within the meaning of this definition or indemnities issued in connection therewith;

(c) obligations of X and its Subsidiaries with respect to drawings under all other letters of credit and letters of guarantee;

(d) obligations of X and its Subsidiaries under Guarantees, indemnities, assurances, legally binding comfort letters or other contingent obligations relating to the indebtedness or other obligations of any other person which would otherwise constitute Debt within the meaning of this definition and all other obligations incurred for the purpose of or having the effect of providing financial assistance to another person in respect of such indebtedness or such other Debt

obligations, including, without limitation, endorsements of bills of exchange (other than for collection or deposit in the ordinary course of business);

(e) (i) all indebtedness of X and its Subsidiaries representing the deferred purchase price of any property to the extent that such indebtedness is or remains unpaid after the expiry of the customary time period for payment, provided however that such time period shall in no event exceed 90 days, and (ii) all obligations of X and its Subsidiaries created or arising under any conditional sales agreement or other title retention agreement;

(f) all Attributable Debt of X and its Subsidiaries entered into in the ordinary course of business (excluding operating leases entered in to with John Deere Financial Inc.; provided, for certainty, such leases are not in the nature of financial or financing leases or capital leases);

(g) all other long term obligations (including the current portion thereof) upon which interest charges are customarily paid prior to default by X; and

(h) all indebtedness of other persons secured by a Security Interest on any asset of X and its Subsidiaries, whether or not such indebtedness is assumed thereby; provided that the amount of such indebtedness shall be the lesser of (i) the fair market value of such asset at such date of determination, and (ii) the amount of such indebtedness shall only be Debt to the extent recorded as a liability in accordance with generally accepted accounting principles,

but shall exclude each of the following, determined (as required) in accordance with generally accepted accounting principles:

(i) mark to market amounts under Financial Instrument Obligations; and

(j) future taxes,

provided that, unless otherwise expressly provided or the context otherwise requires (1) references herein to "Debt" shall be and shall be deemed to be references to Debt of the Canadian Borrower, the U.S. Borrower and the other Loan Parties on a combined and consolidated basis and (2) Debt of the Canadian Borrower, the U.S. Borrower and the other Loan Parties shall exclude letter of credit facilities, guarantees, performance bonds, and performance bids that are provided by a Lender which are fully insured by Export Development Canada.

"**Debt to Tangible Net Worth Ratio**" means, as at a Fiscal Year End, the ratio of (a) Debt of the Canadian Borrower, the U.S. Borrower and the other Loan Parties as at such Fiscal Year End plus the Outstanding Principal and other Debt owing under and in connection with the Individual Borrower Bilateral Facility as at such Fiscal Year End and excluding (i) Debt owing from the Canadian Borrower, the U.S. Borrower and the other Loan Parties to the shareholders of the Canadian Borrower, (ii) Debt owing by the Canadian Borrower in connection with the Monette Note and the Guarantee of the Canadian Borrower in respect thereof provided that any Security Interests granted in connection therewith only attach to the cash surrender value of the Participating Life Insurance Policy and (iii) Debt owing to D.S. Wealth Solutions Ltd. that is permitted pursuant to subparagraph (i) of the definition of "Permitted Debt" to (b) Tangible Net Worth as at such Quarter End.

"**Default**" means any event or condition which, with the giving of notice, lapse of time or upon a declaration or determination being made (or any combination thereof), would constitute an Event of Default.

"**Defaulting Lender**" means any Lender:

(a) that has failed to fund any payment or its portion of any Loan required to be made by it hereunder or to purchase any participation required to be purchased by it hereunder and under the other Documents;

(b) that has notified an applicable Borrower, the Agent or any Lender (verbally or in writing) that it does not intend to or is unable to comply with any of its funding obligations under this Agreement or has made a public statement to that effect or to the effect that it does not intend to or is unable to fund advances generally under credit arrangements to which it is a party;

(c) that has failed, within 3 Banking Days after request by the Agent made in good faith, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans;

(d) that has otherwise failed to pay over to the Agent, the Fronting Lender or any other Lender any other amount required to be paid by it hereunder within 3 Banking Days of the date when due, unless the subject of a good faith dispute;

(e) in respect of which a Lender Insolvency Event or a Lender Distress Event has occurred in respect of such Lender or its Lender Parent;

(f) that has, or that has a Lender Parent that has, become the subject of a Bail-In Action; or

(g) that is generally in default of its obligations under other existing credit and loan documentation under which it has commitments to extend credit.

"**Demand for Payment**" means an Acceleration Notice or a Financial Instrument Demand for Payment.

"**Departing Agent**" has the meaning set out in Section 11.8.

"**Dissenting Lender**" has the meaning set out in Section 2.19.

"**Distribution**" means:

(a) the declaration, payment or setting aside for payment of any dividend or other distribution on or in respect of any shares in the capital of the Canadian Borrower, the U.S. Borrower, Monette Land, GP Winery, DMO Holdings Ltd., Blue Goose or any Subsidiary of any such Loan Party which is not a Wholly-Owned Subsidiary which has provided Security (including any return of capital);

(b) the redemption, retraction, purchase, retirement or other acquisition, in whole or in part, of any shares in the capital of the Canadian Borrower, the U.S. Borrower,

Monette Land, GP Winery, DMO Holdings Ltd., Blue Goose or any Subsidiary of any such Loan Party that is not a Wholly-Owned Subsidiary which has provided Security or any securities, instruments or contractual rights capable of being converted into, exchanged or exercised for shares in the capital thereof, including, without limitation, options, warrants, conversion or exchange privileges and similar rights;

(c) the making of any loan or advance or any other provision of credit or Financial Assistance by the Canadian Borrower, U.S. Borrower, Monette Land, GP Winery, DMO Holdings Ltd., Blue Goose or any other Loan Party to any Related Party other than to a Loan Party which has provided Security;

(d) the payment of any principal, interest, fees or other amounts on or in respect of any loans, advances or other Debt owing at any time by the Canadian Borrower, the U.S. Borrower or any other Loan Party to any Related Party, other than to a Loan Party which has provided Security; or

(e) (i) the payment of any amount, (ii) the sale, transfer, lease or other disposition of any property or assets, or (iii) any granting or creation of any rights or interests, at any time, by the Canadian Borrower, the U.S. Borrower or any other Loan Party to or in favour of any Related Party, other than, in each case, to or in favour of a Loan Party which has provided Security,

and whether any of the foregoing is made, paid or satisfied in or for cash, property or any combination thereof.

"**Documents**" means this Agreement, the Security and all certificates, notices, instruments and other agreements or documents delivered or to be delivered to the Agent, and Lender or the Lenders, or each, in relation to the Credit Facilities pursuant hereto or thereto and, when used in relation to any person, the term "Documents" shall mean and refer to the Documents executed and delivered by such person.

"**Drafts**" means drafts, bills of exchange, receipts, acceptances, demands and other requests for payment drawn or issued under a Letter of Credit.

"**Drawdown**" means:

(a) an Advance of a Canadian Prime Rate Loan, U.S. Base Rate Loan, SOFR Loan or CORRA Loan; or

(b) the issue of Letters of Credit.

"**Drawdown Date**" means the date on which a Drawdown is made by an applicable Borrower pursuant to the provisions hereof and which shall be a Banking Day.

"**Drawdown Notice**" means a notice substantially in the form annexed hereto as Schedule E to be given to the Agent by an applicable Borrower pursuant hereto.

"**EBITDA**" means, in any financial period, Net Income of the Canadian Borrower, the U.S. Borrower and the other Loan Parties for such period, plus (in each case, on a combined and consolidated basis and without duplication):

(a) Interest Expense of the Canadian Borrower, the U.S. Borrower and the other Loan Parties, to the extent deducted in determining Net Income;

(b) all amounts deducted in the calculation of Net Income in respect of the provision for income taxes (in accordance with generally accepted accounting principles);

(c) all amounts deducted in the calculation of Net Income in respect of non-cash items, including depletion, depreciation and amortization, future income tax liabilities and non-cash losses resulting from the marking to market of the outstanding Financial Instruments of the Canadian Borrower, the U.S. Borrower and the other Loan Parties (in accordance with generally accepted accounting principles);

(d) losses attributable to minority interests and extraordinary and non-recurring losses, costs and expenses of the Canadian Borrower, the U.S. Borrower and the other Loan Parties, to the extent deducted in the calculation of Net Income excluding, for certainty, brokerage fees and commission payable to in connection with the CID Policy and the Life Policy that are not capitalized and deducted in the calculation of Net Income;

(e) premium payments in connection with the CID Policy made by the Canadian Borrower, to the extent deducted in calculating Net Income;

(f) the amount of capital injections from shareholders of the Canadian Borrower up to an aggregate amount of Cdn.$1,000,000 during such period provided the repayment thereof by the Canadian Borrower and the obligations of the Canadian Borrower in respect thereof are subordinated and postponed to the repayment of the Obligations, the Lender Financial Instrument Obligations and the Bank Product Obligations upon a Default or Event of Default on terms satisfactory to the Agent and the Lenders, acting reasonably, less any Distributions made and management and similar fees paid during such period;

(g) without duplication, proceeds from any business interruption insurance or crop insurance payable and/or received within 120 days of the end of the applicable fiscal period, as evidenced by proof of loss or claim in substance and in amount satisfactory to the Agent, in its sole discretion;

(h) for certainty without duplication, all reasonable agent and lender fees and legal fees incurred in connection with the closing of this Agreement and the related Documents to the extent acceptable to the Agent, in its sole discretion;

less (in each case, on a combined and consolidated basis):

(i) earnings attributable to minority interests and extraordinary and non-recurring earnings and gains of the Canadian Borrower, the U.S. Borrower and the other Loan Parties, in each case, to the extent included in the calculation of Net Income (except, in the case of minority interests, to the extent of such cash

proceeds of Distributions are actually received by the Canadian Borrower, the U.S. Borrower or another Loan Party which has provided Security during such period and within 90 days of being earned in respect of such minority interests);

(j) to the extent included in Net Income, non-cash gains resulting from the marking to market of the outstanding Financial Instruments of the Canadian Borrower, the U.S. Borrower and the other Loan Parties for such period in accordance with generally accepted accounting principles;

(k) all cash payments made by the Canadian Borrower, the U.S. Borrower and the other Loan Parties during such period relating to non-cash charges which were added back in determining EBITDA in any prior period;

(l) to the extent included in Net Income, gains from the sale of assets of the Canadian Borrower, the U.S. Borrower and the other Loan Parties (other than sales of inventory in the ordinary course of business); and

(m) any amount that was added back in the determination of EBITDA for the previous calculation period pursuant to subparagraph (g) above.

"**EEA Financial Institution**" means:

(a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority;

(b) any entity established in an EEA Member Country which is a parent of an institution described in subparagraph (a) of this definition; or

(c) any institution established in an EEA Member Country which is a subsidiary of an institution described in subparagraph (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"**EEA Member Country**" means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

"**EEA Resolution Authority**" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"**Eligible Account Receivable**" means an Account Receivable of the Canadian Borrower, the U.S. Borrower or another Loan Party (which have provided Security) which:

(a) if it arises from the provision of services, such services have been performed for the Account Debtor under such Account Receivable and if it arises from the sale or lease of goods, title to such goods has passed to the Account Debtor under such Account Receivable or such goods have been shipped to the Account Debtor;

(b) is a valid and legally enforceable obligation of the Account Debtor and is not subject to any offset, counter-claim or other defence which has been asserted on the part of such Account Debtor or to any other claim on the part of such Account Debtor denying liability thereunder in full or in part;

(c) is due from an Account Debtor located in Canada or the United States of America;

(d) is subject to a properly perfected security interest in favour of the Agent and the Lenders and not subject to any other Security Interest whatsoever other than statutory liens and trusts arising by operation of law (and which, for certainty, have not been consensually created) which secure amounts that are neither due nor delinquent;

(e) is evidenced by an invoice, purchase or service order or other similar written statement and having payment terms in accordance with the usual practice of the industry rendered to the appropriate Account Debtor, and is not evidenced by any instrument or chattel paper unless all necessary steps have been taken to perfect the security interest contained in such instrument or chattel paper;

(f) is not outstanding more than 90 days after the invoice date of the relevant invoice, purchase order or other similar written statement;

(g) is not a doubtful account, in the judgment of the Agent, acting reasonably;

(h) is not owing from an Account Debtor which is Insolvent;

(i) is not owing from a Sanctioned Person; and

(j) is owing from an Account Debtor which is not an Affiliate or Related Party of a Loan Party,

provided that, an Account Receivable which is at any time an Eligible Account Receivable, but which subsequently fails to meet any of the foregoing requirements, shall forthwith cease to be an Eligible Account Receivable.

"**Eligible Inventory**" means all Inventory of the Canadian Borrower, the U.S. Borrower and the other Loan Parties (which have provided Security) other than any of the following:

(a) any Inventory which is not subject to a first priority and valid, fully perfected Security Interest in favour of the Agent;

(b) any Inventory in respect of which the Canadian Borrower, the U.S. Borrower or another Loan Party (which has provided Security) is not the sole owner or does not have good title thereto or that is subject to any assignment, claim or Security Interest, other than (i) any Security Interest in favour of the Agent and (ii) Security Interests consented to in writing by the Majority of the Lenders (which shall, for clarification purposes, include any Permitted Encumbrances);

(c) any Inventory that is obsolete, unsalable, unmerchantable, a restrictive or custom item unless subject to a legally enforceable purchase order;

(d) any Inventory delivered to or held by the Canadian Borrower, the U.S. Borrower or another Loan Party subject to any agreement having terms by reason of which the ownership of the applicable Borrower or other Loan Party, or possession thereof, may be conditional;

(e) any Inventory that is not located within Canada or the United States of America; and

(f) any Inventory that is in the possession or control of a bailee, warehouseman or outside processor or other person other than the Canadian Borrower, the U.S. Borrower or another Loan Party (which has provided Security), or otherwise not located at premises owned by the Canadian Borrower, the U.S. Borrower or another Loan Party (which has provided Security), or that is located at premises leased by the Canadian Borrower, the U.S. Borrower or another Loan Party (which has provided Security), unless the Agent, acting reasonably, is in possession of such agreements, instruments and documents as the Agent may require (each in form and substance reasonably satisfactory to the Agent and duly executed, as appropriate, by the bailee, warehouseman, processor, landlord or other person in possession or control of such Inventory, as applicable), including, without limitation, warehouse receipts in the Agent's name covering such Inventory and a bailee's consent, consignment agreement and a financing statement executed by any such consignee, a processor's consent or a landlord's consent, as applicable,

provided that, Inventory of the Canadian Borrower, the U.S. Borrower and the other Loan Parties (which have provided Security) which is at any time Eligible Inventory but which subsequently fails to meet any of the foregoing requirements shall immediately cease to be Eligible Inventory.

"**Employee Benefit Plan**" means each Pension Plan and employee welfare benefit plan (as defined in Section 3(1) of ERISA) and each other plan, arrangement, agreement or policy relating to equity or other incentive compensation, deferred compensation, severance, fringe benefits or other employee benefits, in each case, maintained or contributed to, or required to be maintained or contributed to, by the Canadian Borrower, the U.S. Borrower, any other Loan Party and their ERISA Affiliates.

"**Environmental Claims**" means any and all administrative, regulatory or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigations, inspections, inquiries or proceedings relating in any way to any Environmental Laws or to any permit issued under any such Environmental Laws including, without limitation:

(a) any claim by a Governmental Authority for enforcement, clean up, removal, response, remedial or other actions or damages pursuant to any Environmental Laws; and

(b) any claim by a person seeking damages, contribution, indemnification, cost recovery, compensation or injunctive or other relief resulting from or relating to Hazardous Materials, including any Release thereof, or arising from alleged injury or threat of injury to human health or safety (arising from environmental matters) or the environment.

"**Environmental Laws**" means all Applicable Laws with respect to the environment or environmental or public health and safety matters contained in statutes, regulations, rules, ordinances, orders, judgments, approvals, notices, permits or policies, guidelines or directives having the force of law.

"**Equivalent Amount**" means, on any date, the equivalent amount in Canadian Dollars or United States Dollars, as the case may be, after giving effect to a conversion of a specified amount of United States Dollars to Canadian Dollars or of Canadian Dollars to United States Dollars, as the

case may be, at the rate of exchange for Canadian interbank transactions established by the Bank of Canada and quoted at approximately the end of business (Toronto time) for the day in question or, if such determination is required to be made prior to such time, as quoted at approximately the end of business (Toronto time) on the Banking Day immediately preceding the date of determination, or, if such rate is for any reason unavailable, at the spot rate quoted for wholesale transactions by the Agent at approximately noon (Toronto time) on that date in accordance with its normal practice.

"**ERISA**" means the *Employee Retirement Income Security Act of 1974* (United States), as amended from time to time.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) that together with the Canadian Borrower, the U.S. Borrower or any other Loan Party is treated as a single employer under Section 414(b), (c), (m) or (o) of the U.S. Code.

"**ERISA Event**" means (a) a Reportable Event with respect to a Pension Plan, (b) a withdrawal by the Canadian Borrower, the U.S. Borrower, any other Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA, (c) a complete or partial withdrawal (as such terms are defined in Part I of Subtitle E of Title IV or ERISA) by the Canadian Borrower, the U.S. Borrower, any other Loan Party or any ERISA Affiliate from a Multiemployer Plan or receipt by the Canadian Borrower, the U.S. Borrower, any other Loan Party or any ERISA Affiliate of any notice concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent (within the meaning of Section 4245 of ERISA) or in endangered or critical status (within the meaning of Section 432 of the U.S. Code or Section 305 of ERISA), (d) the filing pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate a Pension Plan, the treatment of a plan amendment as a termination under Section 4041 or 4041A of ERISA of a Pension Plan, or the commencement of proceedings by the PBGC to terminate a Pension Plan, (e) the occurrence of an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan, (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Canadian Borrower, the U.S. Borrower, any other Loan Party or any ERISA Affiliate, including but not limited to the imposition of any lien in favor of the PBGC or any Pension Plan, (g) any failure by any Pension Plan to satisfy the minimum funding standards (within the meaning of Sections 412 or 430 of the U.S. Code or Section 302 of ERISA) applicable to such Pension Plan, whether or not waived, (h) the filing pursuant to Section 412(c) of the U.S. Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Pension Plan, (i) the failure to make by its due date a required installment under Section 430(j) of the U.S. Code with respect to any Pension Plan, (j) the failure by the Canadian Borrower, the U.S. Borrower, any other Loan Party or any ERISA Affiliate to make any required contribution to a Multiemployer Plan; (k) a determination that any Pension Plan is, or is expected to be, in "at risk" status (within the meaning of Section 430 of the U.S. Code or Section 303 of ERISA) or; (l) the existence with respect to any Pension Plan of a material non-exempt "prohibited transaction" (within the meaning of Section 406 of ERISA or Section 4975(c) of the U.S. Code).

"**Erroneous Payment**" has the meaning set out in Section 15.15(1).

"**Erroneous Payment Deficiency Assignment**" has the meaning set out in Section15.415(4).

"**Erroneous Payment Return Deficiency**" has the meaning set out in Section 15.15().

"**Erroneous Payment Subrogation Rights**" has the meaning set out in Section 15.15(5).

"**EU Bail-In Legislation Schedule**" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"**Event of Default**" has the meaning set out in Section 12.1.

"**Excluded Debt Issues**" means any of the following:

(a) Debt issued by a Loan Party to another Loan Party which has provided Security; and

(b) Debt issued by the Canadian Borrower and the U.S. Borrower pursuant to the Credit Facilities, or any extensions or replacements of such credit facilities.

"**Excluded Equity**" means equity securities issued by a Wholly-Owned Subsidiary of a Loan Party to a Loan Party.

"**Existing Credit Agreement**" has the meaning set out in the recitals hereto.

"**Family Trust**" means Monette Farm Family Trust.

"**FATCA**" means (a) Sections 1471 through 1474 of the U.S. Code, as of the date of this Agreement (or any amended or successor version), any current or future regulations or official interpretations thereof, and any agreements entered into pursuant to the foregoing; and (b) any similar law adopted by any non-U.S. Governmental Authority pursuant to an intergovernmental agreement between such non-U.S. jurisdiction and the United States.

"**Federal Flood Insurance**" means federally backed Flood Insurance available under the National Flood Insurance Program in the United States of America to owners of real property improvements located in Special Flood Hazard Areas in the United States of America in a community participating in the National Flood Insurance Program in the United States of America.

"**Federal Funds Rate**" means, for any day, the rate of interest per annum equal to (a) the weighted average (rounded upwards, if necessary, to the next 1/100th of one percent per annum) of the annual rates of interest on overnight Federal funds transactions with members of the Federal Reserve Board of the United States of America (or any successor thereof) arranged by Federal funds brokers on such day, as published on the next succeeding Banking Day by the Federal Reserve Bank of New York (or any successor thereto) or, (b) if such day is not a Banking Day, such weighted average for the immediately preceding Banking Day for which the same is published or, (c) if such rate is not so published for any day that is a Banking Day, the average (rounded upwards, if necessary, to the next 1/100th of one percent per annum) of the quotations for such day on such transactions received by the Agent from three Federal funds brokers of recognized standing selected by the Agent; provided that, if the rate determined above shall ever be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"**Federal Reserve Board**" or "**Federal**" means the Board of Governors of the Federal Reserve System of the United States of America or any successor thereof.

"**Fee Letter**" means the fee letter from The Bank of Nova Scotia to the Canadian Borrower dated April 8, 2024 and accepted and agreed to by the Canadian Borrower.

"**FEMA**" means the Federal Emergency Management Agency, a component of the U.S. Department of Homeland Security that administers the National Flood Insurance Program.

"**Financial Assistance**" means, with respect to any person and without duplication, any loan, Guarantee, undertaking to assume, endorsement (other than the routine endorsement of cheques in the ordinary course of business), indemnity, assurance, acceptance, extension of credit, loan purchase, share purchase, equity or capital contribution, investment or other form of direct or indirect financial assistance or support of any other person or any obligation (contingent or otherwise), in each case, primarily for the purpose of enabling another person to incur or pay any Debt or to comply with agreements relating thereto or otherwise to assure or protect creditors of the other person against loss in respect of Debt of the other person and, in any event, includes any Guarantee of or indemnity in respect of the Debt of the other person and any absolute or contingent obligation to (directly or indirectly):

(a) advance or supply funds for the payment or purchase of any Debt of any other person;

(b) purchase, sell or lease (as lessee or lessor) any property, assets, goods, services, materials or supplies primarily for the purpose of enabling any person to make payment of Debt or to assure the holder thereof against loss;

(c) guarantee, indemnify, hold harmless or otherwise become liable to any creditor of any other person for, from, against or in respect of any losses, liabilities or damages in respect of Debt;

(d) make a payment to another for goods, property or services regardless of the non-delivery or non-furnishing thereof; or

(e) make an advance, loan or other extension of credit to or to make any subscription for equity, equity or capital contribution, or investment in or to maintain the capital, working capital, solvency or general financial condition of another person.

The amount of any Financial Assistance is the amount of any loan or direct or indirect financial assistance or support, without duplication, given, or all Debt of the obligor to which the Financial Assistance relates, unless the Financial Assistance is limited to a determinable amount, in which case the amount of the Financial Assistance is such determinable amount.

"**Financial Instrument**" means any Interest Hedging Agreement, Currency Hedging Agreement or Commodity Agreement.

"**Financial Instrument Demand for Payment**" means a demand made by a Lender or Hedging Affiliate pursuant to a Lender Financial Instrument demanding payment of the Financial Instrument Obligations which are then due and payable relating thereto and shall include, without limitation, any notice under any agreement evidencing a Lender Financial Instrument which, when delivered, would require an early termination thereof and a payment by a Borrower or another Loan Party in settlement of obligations thereunder as a result of such early termination.

"**Financial Instrument Obligations**" means obligations arising under Financial Instruments entered into by a Borrower or another Loan Party to the extent of the net amount due or accruing due by such Borrower or such other Loan Party.

"**Fiscal Year End**" means October 31 in each year.

"**Fixed Charge Coverage Ratio**" means, for the four fiscal quarter periods ending on a Fiscal Year End, the ratio of, without duplication:

(a) EBITDA of the Loan Parties less the sum of (i) the aggregate cash Distributions made by the Loan Parties (other than Distributions by a Loan Party to another Loan Party which has provided Security and (ii) the aggregate cash Taxes paid by the Loan Parties during such period; to

(b) the sum of:

(i) the aggregate cash paid Interest Expense of the Loan Parties: and

(ii) the amount of any Debt of the Loan Parties which had a scheduled due date or was otherwise required to be repaid or paid during such four quarter period, excluding:

(A) the Debt required to be repaid pursuant to Section 2.15(3); and

(B) the Debt described in subparagraph (i) of the definition of "Permitted Debt".

"Flood Insurance" means, for any real property located in a Special Flood Hazard Area, Federal Flood Insurance or private insurance that meets the requirements set forth by FEMA in its mandatory purchase of flood insurance guidelines.

"Flood Insurance Laws" means, for any real property located in a Special Flood Hazard Area, all Applicable Laws requiring the obtaining of Federal Flood Insurance or private insurance that meets the requirements set forth by FEMA in its mandatory purchase of flood insurance guidelines.

"**Floor**" means the rate per annum of interest equal to 0%.

"**Former Lender**" has the meaning set out in Section 11.10.

"**Fronting Lender**" means The Bank of Nova Scotia or such other Lender as is selected by the Agent and the Canadian Borrower, which assumes in writing with the Canadian Borrower, the Lenders and the Agent, the obligation of issuing Letters of Credit for the account of the Lenders under the Operating Facility.

"**Governmental Authority**" means any federal, provincial, state, regional, municipal or local government or any department, agency, board, tribunal or authority thereof or other political subdivision thereof and any entity or person exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government or the operation thereof.

"**Governmental Authorization**" means an authorization, order, permit, approval, grant, license, consent, right, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree or demand or the like issued or granted by law or by rule or regulation of any Governmental Authority.

"**GP Winery**" means Goat's Peak Winery Ltd. (formerly known as 1171993 B.C. Ltd.) and its successors.

"**Guarantee**" means any guarantee, indemnity, undertaking to assume, endorse, contingently agree to purchase or to provide funds for the payment of, or otherwise become liable in respect of, any obligation of any person; provided that the amount of each Guarantee shall be deemed to be the amount of the obligation guaranteed thereby, unless the Guarantee is limited to a determinable amount in which case the amount of such Guarantee shall be deemed to be the lesser of such determinable amount or the amount of such obligation.

"**Hadford Montana Acquisition**" means the acquisition by the U.S. Borrower pursuant to the Hadford Montana Acquisition Agreement of the real property located in Hill County, Montana and legally described in the Hadford Montana Acquisition Agreement.

"**Hadford Montana Acquisition Agreement**" means the agreement to sell and purchase between the U.S. Borrower, as buyer, and each of Marjorie Elaine Hadford, Gary A. Hadford and David W. Hadford, as sellers.

"**Hadford Montana VTB Debt**" means Debt owing to Marjorie Elaine Hadford, Gary A. Hadford and David W. Hadford pursuant to the vendor financing in connection with the Hadford Montana Acquisition in the maximum principal amount of U.S.$3,225,068.54.

"**Hazardous Materials**" means any substance or mixture of substances which, if released into the environment, would likely cause, immediately or at some future time, harm or degradation to the environment or to human health or safety and includes any substance defined as or determined to be a pollutant, contaminant, waste, hazardous waste, hazardous chemical, hazardous substance, toxic substance or dangerous good under any Environmental Law.

"**Hedging Affiliate**" means any Affiliate of a Lender which enters into Financial Instrument.

"**Indemnified Parties**" means, collectively, the Agent and the Lenders, including a receiver, receiver manager or similar person appointed under applicable law, and their respective shareholders, Affiliates, officers, directors, employees and agents, and "**Indemnified Party**" means any one of the foregoing.

"**Indemnified Third Party**" has the meaning set out in Section 14.3.

"**Individual Borrower Bilateral Loan Agreement**" means the promissory note from the Individual Borrower to The Bank of Nova Scotia dated as of the effective date hereof.

"**Individual Borrower Bilateral Facility**" means the term credit facility established by The Bank of Nova Scotia in favor of the Individual Borrower pursuant to the Individual Borrower Bilateral Loan Agreement.

"**Information**" has the meaning set out in Section 16.1.

"**Insolvent**", in respect of any person, means:

(a) such person is unable to generally pay its debts as such debts become due;

(b) a decree or order of a court of competent jurisdiction is entered adjudging such person a bankrupt under the *Bankruptcy and Insolvency Act* (Canada), proceedings are commenced in a court of competent jurisdiction in respect of such person under the *Winding-up and Restructuring Act* (Canada), or any proceeding is commenced with respect to such person under the *Companies' Creditors Arrangement Act* (Canada);

(c) any case, proceeding or other action shall be instituted in any court of competent jurisdiction against such person, seeking in respect of it an adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition, proposal or arrangement with creditors, a readjustment of debts, the appointment of trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers with respect to such person or of all or any substantial part of its assets, or any other like relief in respect of such person under any bankruptcy or insolvency law and:

(i) such case, proceeding or other action results in an entry of an order for such relief or any such adjudication or appointment, or

(ii) such case, proceeding or other action shall continue undismissed, or unstayed and in effect, for any period of 10 consecutive Banking Days; or

(d) such person makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers of itself or of all or any substantial portion of its assets, or files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition, administration or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such assignment, proposal, relief, petition, proposal, appointment or proceeding.

"**Insured LCs**" means, collectively, Letters of Credit that are insured by an Acceptable LC Insurance Provider on terms and conditions satisfactory the Agent, acting reasonably.

"**Intellectual Property**" means, collectively, patents, patents pending, copyrights, proprietary processes or programs, industrial designs, trademarks, trademark applications, trade names and other intellectual property of every nature and kind.

"**Interest Expense**" means, for any period, without duplication, interest expense of the Canadian Borrower, the U.S. Borrower and the other Loan Parties determined on a combined and consolidated basis in accordance with generally accepted accounting principles as the same would be set forth or reflected in a combined and consolidated statement of income of the Canadian Borrower, the U.S. Borrower and the other Loan Parties and, in any event and without limitation, shall include:

(a) all interest of the Canadian Borrower, the U.S. Borrower and the other Loan Parties accrued or payable in respect of such period, including capitalized interest and imputed interest with respect to lease obligations;

(b) all fees of the Canadian Borrower, the U.S. Borrower and the other Loan Parties (including standby, commitment fees, acceptance and stamping fees in respect of bankers' acceptances and fees payable in respect of letters of credit and letters of guarantee and similar instruments supporting obligations which constitute Debt) accrued or payable in respect of such period and which relate to any indebtedness or credit agreement, prorated (as required) over such period;

(c) any difference between the face amount and the discount proceeds of any bankers' acceptances, commercial paper and other obligations of the Canadian Borrower, the U.S. Borrower and the other Loan Parties issued at a discount, prorated (as required) over such period; and

(d) all net amounts charged or credited to interest expense under any Interest Hedging Agreements of the Canadian Borrower, the U.S. Borrower and the other Loan Parties in respect of such period.

"**Interest Hedging Agreement**" means any interest swap agreement, forward rate agreement, floor, cap or collar agreement, futures or options, insurance or other similar agreement or arrangement, or any combination thereof where the subject matter of the same is interest rates or the price, value or amount payable thereunder is dependent or based upon the interest rates or fluctuations in interest rates in effect from time to time (but, for certainty, shall exclude conventional floating rate debt).

"**Interest Payment Date**" means:

(a) with respect to each Canadian Prime Rate Loan and U.S. Base Rate Loan, the last Banking Day of each fiscal quarter; and

(b) with respect to each SOFR Loan and each CORRA Loan, the last day of each Interest Period therefor and, in the case of any Interest Period of more than three months' duration, quarterly on each day prior to the last day of such Interest Period that occurs at three month intervals after the first day of such Interest Period; provided that (i) if any such date would be a day other than a Banking Day, such date shall be extended to the next succeeding Banking Day unless such next succeeding Banking Day would fall in the next calendar month, in which case such date shall be the next preceding Banking Day and (ii) the Interest Payment Date with respect to any SOFR Loan or any CORRA Loan that occurs on the last Banking Day of a calendar month (or on a day for which there is no numerically corresponding day in any applicable calendar month) shall be the last Banking Day of any such succeeding applicable calendar month,

provided that, in any case, the Maturity Date applicable to a Credit Facility or, if applicable, any earlier date on which a Credit Facility is fully cancelled or permanently reduced in full, shall be an Interest Payment Date with respect to all Loans outstanding under such Credit Facility.

"**Interest Period**" means:

(a) with respect to each Canadian Prime Rate Loan and U.S. Base Rate Loan, the period commencing on the applicable Drawdown Date or Conversion Date, as the case may be, and terminating on the date selected by the applicable Borrower hereunder for the Conversion of such Loan into another type of Loan or for the repayment of such Loan;

(b) with respect to each Daily Compounded CORRA Loan, the initial period (subject to availability) of one month commencing on the Drawdown Date, or Conversion Date, as the case may be, applicable to the applicable Daily Compounded CORRA Loan and ending on and excluding the last day of such initial period, and thereafter, each successive period (subject to availability) of approximately one month as selected by the applicable Borrower in the Rollover Notice commencing on and including the last day of the prior Interest Period;

(c) with respect to each Term CORRA Loan, the initial period (subject to availability) of one or three months commencing on the Drawdown Date, or Conversion Date, as the case may be, applicable to the Term CORRA Loan and ending on and excluding the last day of such initial period, and thereafter, each successive period (subject to availability) of approximately one or three months as selected by the applicable Borrower in the Rollover Notice commencing on and including the last day of the prior Interest Period;

(d) with respect to each SOFR Loan, the period commencing on the Drawdown Date, Rollover Date or Conversion Date in respect of a SOFR Loan and ending in the case of Term SOFR, the period commencing on the date of such Drawdown, Rollover or Conversion and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as specified in the applicable Drawdown Notice, Rollover Notice or Conversion Notice, provided that:

(i) no Interest Period shall extend beyond the expiry of the Maturity Date;

(ii) whenever the last day of any Interest Period would otherwise be a day that is not a Banking Day, the last day of such Interest Period shall be extended to the next succeeding Banking Day, provided that, if such extension would cause the last day of an Interest Period for a SOFR Loan to occur in the following calendar month, the last day of such Interest Period shall be the immediately preceding Banking Day;

(iii) for purposes of determining an Interest Period for a SOFR Loan, a month means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month; provided, that if there is no numerically corresponding day in the month in which such an Interest Period is to end or if such an Interest Period begins on the last Banking Day of a calendar month, then such Interest Period shall end on the last Banking Day of the calendar month in which such Interest Period is to end; and

(iv) no tenor that has been removed from this definition pursuant to Section 13.2 below shall be available for specification in such Drawdown Notice, Rollover Notice or Conversion Notice.

(e) with respect to each Letter of Credit, the period commencing on the date of issuance of such Letter of Credit and terminating on the last day the Letter of Credit is outstanding,

provided that in any case: (i) the last day of each Interest Period shall be also the first day of the next Interest Period whether with respect to the same or another Loan; (ii) the last day of each Interest Period shall be a Banking Day and if the last day of an Interest Period selected by the applicable Borrower is not a Banking Day such Borrower shall be deemed to have selected an Interest Period the last day of which is the Banking Day next following the last day of the Interest Period selected unless such next following Banking Day falls in the next calendar month in which event such Borrower shall be deemed to have selected an Interest Period the last day of which is the Banking Day immediately preceding the last day of the Interest Period selected by such Borrower; and (iii) the last day of all Interest Periods for Loans outstanding under a given Credit Facility shall expire on or prior to the Maturity Date applicable thereto, subject, however, in the case of Letters of Credit to the provisions of Section 7.2.

"**Inventory**" means all of the Canadian Borrower's, the U.S. Borrower's and the other Loan Parties' now owned and hereafter acquired crops (growing or produced), other inventory and other personal property or goods furnished under any contract of service or intended for sale or lease, including all raw materials, work in process, finished goods, and materials and supplies that are used or consumed in the Canadian Borrower's, the U.S. Borrower's or the other Loan Parties' business or are used in connection with the growing, packing, shipping, advertising, selling, or finishing of the property, and all returned and repossessed goods now or at any time or times hereafter in the possession or under the control of the Canadian Borrower, the U.S. Borrower or another Loan Party, the Agent, or any of the Lenders, and all documents representing the same.

"**Investment**" means any one or more of the following (a) any purchase or other acquisition of shares or other securities of any person (b) any loan or advance or other form of Financial Assistance to or for the benefit of any person, (c) any capital contribution to any other person or (d) any purchase or other acquisition of substantially all of the assets, property or undertaking of any person or any other acquisition not in the ordinary course of business of the purchaser. For certainty, Investments shall be deemed not to include (i) marketable securities with Scotia McLeod Inc. or RBC Dominion Securities Inc. (or any of their affiliates), (ii) self-managed producer-government savings accounts and (iii) member equity and patronage accounts in the normal course.

"**Judgment Conversion Date**" has the meaning set out in Section 14.4.

"**Judgment Currency**" has the meaning set out in Section 14.4.

"**Landlord Waivers**" means, collectively, landlord waivers respecting the Leased Borrowing Base Property, in form and substance satisfactory to the Agent, acting reasonably.

"**Lead Arranger**" means The Bank of Nova Scotia.

"**Leased Borrowing Base Property**" means the leased real property of the Loan Parties described in paragraph (f) of the definition of "Eligible Inventory".

"**Lender Distress Event**" means, in respect of a given Lender, such Lender or its Lender Parent (a) is subject to a forced liquidation, merger, sale or other change of control supported in whole or in part by guarantees or other support (including, without limitation, the nationalization or assumption

of ownership or operating control by the Government of the United States of America, Canada or any other Governmental Authority) or (b) is otherwise adjudicated as, or determined by any governmental authority having regulatory authority over such Lender or Lender Parent or their respective assets to be, insolvent, bankrupt or deficient in meeting any capital adequacy or liquidity standard of any such Governmental Authority; provided that, for certainty, a Lender Distress Event shall not have occurred solely by virtue of the ownership or acquisition of any equity interest in such Lender or its Lender Parent by any Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within Canada or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

"**Lender Financial Instrument**" means a Financial Instrument entered into between a Lender or a Hedging Affiliate and a Borrower or another Loan Party.

"**Lender Financial Instrument Obligations**" means, collectively, all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Borrowers and the other Loan Parties under, pursuant or relating to any and all Lender Financial Instruments.

"**Lender Insolvency Event**" means, in respect of a given Lender, such Lender or its Lender Parent:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent, is deemed insolvent by applicable law or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes, or has instituted against it by a regulator, supervisor or any similar Governmental Authority with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, (A) a proceeding pursuant to which such Governmental Authority takes control of such Lender's or Lender Parent's assets, (B) a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy, insolvency or winding-up law or other similar law affecting creditors' rights, or (C) a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar Governmental Authority; or (i) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy, insolvency or winding-up law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof;

(e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or a substantial portion of all of its assets;

(g) has a secured party take possession of all or a substantial portion of all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case, within 15 days thereafter;

(h) causes or is subject to any event with respect to it which, under the applicable law of any jurisdiction, has an analogous effect to any of the events specified in subparagraphs (a) to (g) above, inclusive; or

(i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing.

"**Lender Parent**" means any person that directly or indirectly controls a Lender and, for the purposes of this definition, "control" shall have the same meaning as set forth in the definition of "Affiliate" contained herein.

"**Lenders**" shall have the meaning ascribed to such term in the preamble hereto, together with such other persons as become parties hereto and, in the context of provisions hereunder relating to:

(a) the Operating Facility and Loans thereunder, means the Operating Facility Lenders; and

(b) the Capital Facility and Loans thereunder, means the Capital Facility Lenders,

and "**Lender**" means any one of them, as applicable and as the context requires.

"**Lenders' Counsel**" means the firm of Dentons Canada LLP or such other firm of legal counsel as the Agent may from time to time designate.

"**Letter of Credit**" or "**LC**" means a letter of credit or letter of guarantee in form satisfactory to and issued by the Fronting Lender for the account of the Operating Facility acting at the request of and in accordance with the instructions of the applicable Borrower, to make payment in accordance with the terms and conditions thereof of an amount to or to the order of a third party.

"**Life Policy**" means the whole life insurance policy issued by New Haven General Insurance Limited (Policy No. 039-WL20200323) in respect of the life of the Individual Borrower and Marguerite Monette with 2020 Monette Family Trust (by its trustee, Tara Rayner) as policy holder and the Individual Borrower as beneficiary and with a maximum death benefit of Cdn.$25,000,000.

"**Loan**" means a Canadian Prime Rate Loan, U.S. Base Rate Loan, SOFR Loan, CORRA Loan or Letter of Credit outstanding hereunder.

"**Loan Parties**" means, collectively, the Canadian Borrower, the U.S. Borrower, DMO Holdings Ltd., GP Winery, Monette Land, Blue Goose and each of their Subsidiaries and any other person incorporated or formed by the Individual Borrower deemed to be a Loan Party (and their Subsidiaries) at the request of the Agent and "**Loan Party**" means any of the foregoing.

"**Majority of the Lenders**" means:

(a) when there are two or fewer Lenders, all of the Lenders; and

(b) when there are three or more Lenders:

(i) during the continuance of a Default or an Event of Default, two or more Lenders the Rateable Portions of all Outstanding Principal of which are, in the aggregate, at least 66⅔% of all Outstanding Principal; and

(ii) at any other time, two or more Lenders the Commitments of which are, in the aggregate, at least 66⅔% of the Commitments of all Lenders hereunder.

For the purposes of subparagraph (b), two or more Lenders which are direct Affiliates shall be deemed to be a single Lender.

"**Margin Stock**" has the meaning set out in Section 9.1(y).

"**Material Adverse Effect**" means a material adverse effect on:

(a) the financial condition of the Canadian Borrower, the U.S. Borrower and the other Loan Parties on a combined and consolidated basis and taken as a whole;

(b) the ability of any of the Loan Parties, the Individual Borrower or the Family Trust to observe or perform its obligations under the Documents to which it is a party or the validity or enforceability of such Documents or any material provision thereof;

(c) the property, business, operations, liabilities or capitalization of the Canadian Borrower, the U.S. Borrower and the other Loan Parties on a combined and consolidated basis and taken as a whole or; or

(d) the Security, the priority thereof or any right or remedy of the Agent and the Lenders thereunder.

"**Maturity Date**" means, (a) in respect of the Operating Facility and the Obligations owing under or pursuant to the Operating Facility, the Operating Facility Maturity Date and (b) in respect of the Capital Facility and the Obligations owing under or pursuant to the Capital Facility, the Capital Facility Maturity Date.

"**Monette Note**" means the promissory note issued by the Individual Borrower in favor of Jade Leigh Monette in the initial principal amount of Cdn.$5,000,000 which shall be non-interest bearing from the first 10 years from issuance and thereafter bear interest at 5% per annum.

"**Multiemployer Plan**" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Canadian Borrower, the U.S. Borrower or another Loan Party or

any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"**Multiple Employer Plan**" means a Pension Plan which has two or more contributing sponsors (including the Canadian Borrower, the U.S. Borrower or another Loan Party or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

"**Net Income**" means, in respect of any period for which it is being determined, the net income of the Canadian Borrower, the U.S. Borrower and the other Loan Parties determined on a combined and consolidated basis in accordance with generally accepted accounting principles.

"**Non-Defaulting Lender**" has the meaning set out in Section 16.2(4).

"**Obligations**" means, collectively and at any time and from time to time, all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Borrowers and the other Loan Parties to the Lenders or the Agent under, pursuant or relating to the Documents or the Credit Facilities and whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and including, without limitation, all principal, interest, fees, legal and other costs, charges and expenses, and other amounts payable by the Borrowers under this Agreement.

"**OFAC**" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"**Officer's Certificate**" means a certificate or notice (other than a Compliance Certificate) signed by any one of the chief executive officer, president, chief financial officer, chief operating officer, a vice president, treasurer, assistant treasurer, controller, corporate secretary or assistant secretary of a Loan Party (including, in the case of a partnership a certificate or notice signed by such an officer of a general partner of such partnership); provided, however, that Drawdown Notices, Conversion Notices, Rollover Notices and Repayment Notices shall be executed on behalf of a corporate Borrower by any one of the foregoing persons or such other persons as may from time to time be designated by written notice from the applicable Borrower to the Agent.

"**Operating Facility**" means the credit facility in the maximum principal amount of Cdn.$180,000,000 (or the Equivalent Amount thereof) to be made available to the applicable Borrowers by the Operating Facility Lenders in accordance with the provisions hereof, subject to any increase in accordance with Section 2.22 hereof and any reduction in accordance with the provisions hereof.

"**Operating Facility Commitment**" means the commitment by each Lender under the Operating Facility to provide up to the amount of Canadian Dollars set forth opposite its name in Schedule A annexed hereto, subject to any reduction in accordance with the provisions hereof.

"**Operating Facility Lenders**" means, collectively, the Lenders which have an Operating Facility Commitment.

"**Operating Facility Maturity Date**" means April 15, 2026.

"**Order**" has the meaning set out in Section 7.9

"**Outstanding BAs**" has the meaning set out in Section 1.8(1)(d).

"**Outstanding Principal**" means, at any time, the aggregate of (a) the principal amount of all outstanding Canadian Prime Rate Loans and CORRA Loans, (b) the Equivalent Amount in Canadian Dollars of the principal amount of all outstanding U.S. Base Rate Loans and SOFR Loans, (c) the maximum amount available to be drawn under all outstanding Letters of Credit denominated in Canadian Dollars and (d) the Equivalent Amount in Canadian Dollars of the maximum amount available to be drawn under all outstanding Letters of Credit denominated in United States Dollars.

"**Participating Life Insurance Policy**" means the participating whole life insurance policy issued by Manulife Insurance Company obtained by the Individual Borrower with annual premiums of Cdn.$500,901 paid for by the Canadian Borrower and the beneficiary being the Canadian Borrower.

"**Patriot Act**" means the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"**PBGC**" means the U.S. Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"**Pension Act**" means the *Pension Protection Act* of 2006.

"**Pension Funding Rules**" means the rules of the U.S. Code and ERISA regarding minimum required contributions (including any installment payment thereof) to Pension Plans and minimum funding with respect to Pension Plans and set forth in, with respect to plan years ending prior to the effective date of the *Pension Act*, Section 412 of the U.S. Code and Section 302 of ERISA, each as in effect prior to the *Pension Act* and, thereafter, Section 412, 430, 431, 432 and 436 of the U.S. Code and Sections 302, 303, 304 and 305 of ERISA.

"**Pension Plan**" means any employee pension benefit plan (as defined in Section 3(2) of ERISA and including any Multiple Employer Plan or any Multiemployer Plan) that is maintained or is contributed to by the Canadian Borrower, the U.S. Borrower or any other Loan Party or any ERISA Affiliate, or with respect to which the Canadian Borrower, the U.S. Borrower or any other Loan Party or ERISA Affiliate has any obligation or liability, contingent or otherwise, and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the U.S. Code.

"**Periodic Term CORRA Determination Day**" has the meaning specified in the definition of "Term CORRA".

"**Periodic Term SOFR Determination Day**" has the meaning specified in the definition of "Term SOFR".

"**Permitted Capital Expenditure**" means a Capital Expenditure by the Canadian Borrower, the U.S. Borrower or another Loan Party provided that the amount of such Capital Expenditure together with all other Capital Expenditures in the current fiscal year is not greater than 125% of the amounts provided for in the combined and consolidated capital budget delivered with the most recent annual business plan in accordance with the provisions hereof and which business plan has been accepted by the Lenders, acting reasonably.

"**Permitted Contest**" means action taken by or on behalf of a Loan Party in good faith by appropriate proceedings diligently pursued to contest a Tax, claim or Security Interest, provided that:

(a) the person to which the Tax, claim or Security Interest being contested is relevant (and, in the case of a Subsidiary, on a combined and consolidated basis) has established reasonable reserves therefor if and to the extent required by generally accepted accounting principles;

(b) proceeding with such contest does not have, and would not reasonably be expected to have, a Material Adverse Effect; and

(c) proceeding with such contest will not create a material risk of sale, forfeiture or loss of, or interference with the use or operation of, a material part of assets of the Loan Parties.

"**Permitted Debt**" means the following:

(a) the Obligations;

(b) any Debt owing by a Loan Party to another Loan Party which has provided Security;

(c) Bank Product Obligations of the Loan Parties;

(d) Debt consisting of Financial Assistance permitted under Section 10.2(g);

(e) Purchase Money Obligations, capital lease obligations and other Debt which is not otherwise Permitted Debt; provided that the principal amount of such obligations do not, in the aggregate at any time, exceed Cdn.$10,000,000 (or the Equivalent Amount thereof in United States Dollars or the equivalent amount thereof in any other currency);

(f) Debt owing from the Canadian Borrower, the U.S. Borrower or another Loan Party to the shareholders of the Canadian Borrower or the Individual Borrower as long as the repayment of such Debt is subordinated and postponed to the repayment of the Obligations, the Lender Financial Instrument Obligations and the Bank Product Obligations upon a Default or Event of Default on terms satisfactory to the Agent and the Lenders, acting reasonably;

(g) the Individual Borrower Bilateral Facility; provided (i) such credit facility shall be in the maximum principal amount of Cdn.$12,000,000, (ii) the maturity date thereof is the Maturity Date as extended or amended from time to time, (iii) such credit facility will be available by way of loans bearing interest based off of the Canadian Prime Rate and by way of bankers' acceptances or loans bearing interest at the secured overnight financing rate and shall accrue interest or be subject to fees calculated at the same rate as the Applicable Pricing Rate applicable to Canadian Prime Rate Loans and SOFR Loans pursuant hereto, (iv) such Debt is subject to quarterly mandatory repayments in the amount of Cdn.$220,000 which commenced on April 30, 2023 and (iv) the Individual

Borrower Bilateral Loan Agreement is not amended, supplemented, modified or restated without the prior written consent of the Majority of the Lenders;

(h) the Monette Note in the maximum principal amount of Cdn.$5,000,000 and the Guarantee of the Canadian Borrower of the Debt pursuant thereto;

(i) Debt in the aggregate principal amount of Cdn.$18,000,000 owing to D.S. Wealth Solutions Ltd., together with all unpaid interest and fees accrued thereon, provided that such Debt is incurred in connection with the issuance of the CID Policy and payment of the initial premium in connection therewith and is on terms and conditions satisfactory to the Majority of the Lenders which terms shall include, without limitation (i) recourse in respect thereof is only to Monette Farms Ontario Corp. and only with respect to the collateral assignment of the CID Policy granted by Monette Farms Ontario Corp. to D.S. Wealth Solutions Ltd., (ii) such Debt is unsecured except for the collateral assignment of the CID Policy granted by Monette Farms Ontario Corp. to D.S. Wealth Solutions Ltd., (iii) the interest rate on such Debt shall not exceed 6% per annum, (iv) the maturity date of such Debt shall not be less than 5 years from the date of issuance, (v) the terms of such Debt shall not require any repayments of such Debt, or payments on such debt, prior to maturity and (vi) the Loan Parties are in receipt of funds in an amount not less than Cdn.$8,402,191 from D.S. Wealth Solutions Ltd. (or other arrangements satisfactory to the Agent in respect thereof have been made) and have provided irrevocable directions to pay to the Agent as required by the Agent in respect thereof;

(j) the BNS Bi-Lateral Leased Equipment Debt;

(k) the Hadford Montana VTB Debt;

(l) for certainty, in addition to the Debt Permitted pursuant to subparagraph (e) of this definition of Permitted Debt, crop input financing Debt owing by the Loan Parties in the aggregate maximum principal amount of Cdn.$35,000,000 (or the Equivalent Amount thereof in United States Dollars) provided that such Debt is issued in respect of the financing of fuel, fertilizer and other crop inputs and is on terms and conditions satisfactory to the Agent, acting reasonably; and

(m) the Soderglen VTB; provided (i) such Debt is in the aggregate maximum principal amount of Cdn.$18,000,0000, (ii) such Debt is not secured by any assets of the Canadian Borrower or any other Loan Party except for the Soderglen Real Property, (iii) scheduled repayment thereunder shall not exceed an aggregate amount of Cdn.$1,300,000 in any calendar year, (iv) the sole recourse thereunder is limited to enforcing and foreclosing on the Soderglen Real Property, (v) such Debt shall not bear interest at a rate, per annum, greater than the Canadian Prime Rate plus 2.0% and (vi) such Debt shall have a term to maturity of not less than 4 years.

"**Permitted Disposition**" means, in respect of the Canadian Borrower, the U.S. Borrower or any of the other Loan Parties, any one or more of the following:

(a) a sale or disposition of inventory of the Canadian Borrower, the U.S. Borrower or another Loan Party in the ordinary course of business for cash consideration of not less than the fair market value of the inventory being sold or disposed of;

(b) a sale or disposition by the Canadian Borrower, the U.S. Borrower or another Loan Party in the ordinary course of business and in accordance with sound industry practice of tangible personal property that is obsolete, no longer useful for its intended purpose or being replaced in the ordinary course of business;

(c) a sale or disposition of any property or assets by a Loan Party to another Loan Party;

(d) a sale or disposition by the Canadian Borrower, the U.S. Borrower or any other Loan Party of its interest in machinery, equipment or other tangible personal property for which Purchase Money Obligations were incurred and (i) such Purchase Money Obligations are fully repaid concurrently with such sale or disposition and (ii) such sale or disposition is made in the ordinary course of business at fair market value to a person at arm's length from the Canadian Borrower, the U.S. Borrower and the other Loan Parties;

(e) a sale or disposition of property or assets of the Canadian Borrower, the U.S. Borrower or any other Loan Party in exchange for other property or assets (excluding cash) comparable or superior as to type, quality or value, provided, for certainty, that if applicable, all Security over the property or assets acquired shall have been or shall be executed and delivered to the Agent and the Lenders in accordance with Section 11.1(4);

(f) the sale or disposition by the Canadian Borrower of its shares in Arizona Lithium (which shares were acquired by the Canadian Borrower in connection with the sale of its shares in Prairie Lithium Corporation previously owned by the Canadian Borrower) and, for certainty, the Canadian Borrower shall be permitted to retain the proceeds of such disposition as working capital and no payment or repayment of the Obligations will be required in connection therewith;

(g) the sale or disposition of certain real property to Remuda Ranch Corp. (pursuant to a repurchase agreement dated on or about the date hereof, between Remuda Ranch Corp. and the Canadian Borrower) of the real property previously acquired by the Canadian Borrower from Remuda on or about the date hereof provided the proceeds of such sale or disposition are promptly used to pay and repay outstanding interest and Outstanding Principal pursuant to the Capital Facility; and

(h) the sale or disposition of certain real property to 6952446 Manitoba Ltd., F&F Hudon Farms Ltd. and Jolena Holdings Inc. (pursuant to the terms of an option agreement in the form attached to the asset purchase agreement dated as of February 15, 2024 between the Canadian Borrower and 6952446 Manitoba Ltd., F&F Hudon Farms Ltd. and Jolena Holdings Inc.) of certain real property previously acquired by the Canadian Borrower on or about the date hereof

pursuant to such asset purchase agreement provided the proceeds of such sale or disposition are promptly used to pay and repay outstanding interest and Outstanding Principal pursuant to the Capital Facility.

"**Permitted Encumbrances**" means as at any particular time any of the following encumbrances on the property or any part of the property of a Loan Party:

(a) liens for taxes, assessments or governmental charges not at the time due or delinquent or, if due or delinquent, the validity of which is being contested at the time by a Permitted Contest;

(b) deemed liens and trusts arising by operation of law in connection with workers' compensation, employment insurance and other social security legislation, in each case, which secure obligations not at the time due or delinquent or, if due or delinquent, the validity of which is being contested at the time by a Permitted Contest;

(c) liens under or pursuant to any judgment rendered, or claim filed, against a Loan Party, which the Loan Party shall be contesting at the time by a Permitted Contest;

(d) undetermined or inchoate liens and charges incidental to construction or current operations which have not at such time been filed pursuant to law against a Loan Party or which relate to obligations not due or delinquent or, if due or delinquent, the validity of which is being contested at the time by a Permitted Contest;

(e) easements, rights of way, servitudes or other similar rights in land (including, without in any way limiting the generality of the foregoing, rights of way and servitudes for railways, sewers, drains, gas and oil and other pipelines, gas and water mains, electric light and power and telecommunication, telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved or taken by other persons which individually or in the aggregate do not materially detract from the value of the land concerned or materially impair its use in the operation of the business of the Loan Parties, taken as a whole;

(f) any builder's, mechanic's, garageman's, labourer's or materialman's lien or other similar lien arising in the ordinary course of business or out of the construction or improvement of any land or arising out of the furnishing of materials or supplies, provided that such lien secures monies not at the time overdue, or, if due or delinquent, the validity of which is being contested at the time by a Permitted Contest;

(g) encumbrances incidental to the conduct of business or the ownership of property and assets not incurred in connection with the borrowing of money or obtaining credit and which do not, in the aggregate, detract in any material way from the value or usefulness of the property and assets of the Loan Parties;

(h) in respect of any land, any defects or irregularities in the title to such land which are of a minor nature and which, in the aggregate, will not materially impair the use of such land for the purposes for which such land is held;

(i) security given by a Loan Party to a public utility or any municipality or governmental or other public authority when required by such utility or municipality or other authority in connection with the operations of such Loan Party, all in the ordinary course of its business which individually or in the aggregate do not materially detract from the value of the asset concerned or materially impair its use in the operation of the business of the Loan Parties, taken as a whole;

(j) the reservation in any original grants from the Crown of any land or interests therein and statutory exceptions and reservations to title;

(k) the Security;

(l) any operating lease entered into in the ordinary course of business (which, for certainty, shall not include any leases entered into in connection with any Sale-Leaseback);

(m) Security Interests securing Purchase Money Obligations and capital lease obligations provided that such Security Interests shall attach only to the property acquired in connection with which such Purchase Money Obligation or capital lease, as applicable, was incurred (and proceeds thereof) and provided further that such Purchase Money Obligation or capital lease obligation, as applicable, is Permitted Debt;

(n) landlords' liens or any other rights of distress reserved in or exercisable under any lease of real property for rent and for compliance with the terms of such lease; provided that such lien does not attach generally to all or substantially all of the undertaking, assets and property of a Loan Party;

(o) deposits to secure performance of (i) bids, tenders, contracts (other than contracts for the payment of money) or (ii) leases of real property entered into in the ordinary course of business, in each case, to which a Loan Party is a party;

(p) Security Interests resulting from the deposit of cash or Security Interests on other assets as security when a Loan Party is required to provide such deposits or security by a Governmental Authority or by normal business practice in connection with contracts, licenses or tenders or similar matters in the ordinary course of business and for the purpose of carrying on the same, or to secure workers' compensation, surety or appeal bonds or to secure costs of litigation when required by Applicable Law;

(q) Security Interests in favor of The Bank of Nova Scotia securing the Debt referenced in subparagraph (j) of the definition of "Permitted Debt" provided such Debt remains Permitted Debt;

(r) Security Interests in favor of Jade Leigh Monette securing the Monette Note and/or the Guarantee of the Canadian Borrower thereof provided such Security Interests only attach to the cash surrender value of the Participating Life Insurance Policy;

(s) Security Interests in the CID Policy granted in favor of D.S. Wealth Solutions Ltd. by the Canadian Borrower securing the Debt referenced in subparagraph (i) of the definition of "Permitted Debt" provided such Debt remains Permitted Debt;

(t) Security Interests in the real property acquired pursuant to the Hadford Montana Acquisition securing the Hadford Montana VTB Debt;

(u) Security Interests securing the Debt referenced in subparagraph (l) of the definition of "Permitted Debt" provided such Debt remains Permitted Debt and the Security Interests only attach to the fuel, fertilizer and other crop inputs financed in connection therewith;

(v) Security Interests securing the Soderglen VTB provided, for certainty, such Debt is Permitted Debt and the Security Interests only attach to the Soderglen Real Property; and

(w) any extension, renewal or replacement (or successive extensions, renewals or replacements), as a whole or in part, of any Security Interest referred to in the preceding subparagraphs (a) to (v) inclusive of this definition, so long as any such extension, renewal or replacement of such Security Interest is limited to all or any part of the same property that secured the Security Interest extended, renewed or replaced (plus improvements on such property) and the indebtedness or obligation secured thereby is not increased,

provided that nothing in this definition shall in and of itself cause the Obligations hereunder to be subordinated in priority of payment to any such Permitted Encumbrance or cause any Security Interests in favour of the Lenders or the Agent on behalf of the Lenders to rank subordinate to any such Permitted Encumbrance.

"**Permitted Hedging**" means Financial Instruments entered into by the Borrowers and the other Loan Parties:

(a) which are entered into in the ordinary course of business and for hedging purposes and not for speculative purposes (determined, where relevant, by reference to generally accepted accounting principles); for certainty, Interest Hedging Agreements having as a subject matter principal amounts (either individually or in the aggregate, but determined on a net basis taking into account transactions or agreements entered into to reverse the position or limit the exposure under an existing Interest Hedging Agreement) greater than the aggregate liability of the applicable Borrower or other Loan Party for borrowed money shall be deemed to be for speculative purposes;

(b) which, in respect of Currency Hedging Agreements, have a term of 1 year or less; and

(c) which, in respect of Interest Hedging Agreements, have a term of 15 years or less.

"**Platform**" has the meaning set out in Section 16.16(1).

"**Purchase Money Obligation**" means any monetary obligation created or assumed as part of the purchase price of real or tangible personal property (including a lease of such property), whether or not secured, any extensions, renewals or refundings of any such obligation, provided that the principal amount of such obligation outstanding on the date of such extension, renewal or refunding is not increased and further provided that any security given in respect of such obligation shall not extend to any property other than the property acquired in connection with which such obligation was created or assumed and fixed improvements, if any, erected or constructed thereon and the proceeds thereof.

"**Purchased Assets or Shares**" means the assets or shares (or other ownership interests) or another person acquired or proposed to be acquired.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, as applicable, the Canadian Borrower and any other Loan Party (that provides a guarantee to the Agent, the Lenders, the Hedging Affiliates and the Bank Product Affiliates) and that has total assets exceeding U.S. $10,000,000 at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Quarter End**" means January 31, April 30, July 31 and October 31 in each year.

"**Rateable**" and "**Rateably**" means, at any date of determination, the proportion that the Equivalent Amount in Canadian Dollars of the amount of the Obligations, the Bank Product Obligations and the Financial Instrument Obligations under the Lender Financial Instruments of any Lender, Bank Product Affiliates and Hedging Affiliates thereof bears to the aggregate of the Equivalent Amount in Canadian Dollars of the Obligations, the Bank Product Obligations and the Financial Instrument Obligations under the Lender Financial Instruments of all Lenders, Bank Product Affiliates and Hedging Affiliates, as determined at the Adjustment Time.

"**Rateable Portion**", as regards any Lender, with regard to any amount of money, means (:

(a) in respect of the Operating Facility and Drawdowns, Conversions, Rollovers and Loans and other amounts payable thereunder, the product obtained by multiplying that amount by the quotient obtained by dividing (i) that Lender's Operating Facility Commitment by (ii) the aggregate of all of the Lenders' Operating Facility Commitments; and

(b) in respect of the Capital Facility and Drawdowns, Conversions, Rollovers and Loans and other amounts payable thereunder, the product obtained by multiplying that amount by the quotient obtained by dividing (i) that Lender's Capital Facility Commitment by (ii) the aggregate of all of the Lenders' Capital Facility Commitments.

""**Realization Proceeds**" has the meaning set out in Section 12.7.

"**Related Party**" means any person which is any one or more of the following:

(a) an Affiliate of a Borrower or any other Loan Party;

(b) a unitholder, shareholder or partner of a Borrower or any other Loan Party which, together with all Affiliates of such person, owns or controls, directly or indirectly, more than 10% of the units, shares, capital or other ownership interests (however designated) of such Borrower or other Loan Party, or an Affiliate of any such unitholder, shareholder or partner;

(c) an officer, director or trustee of any of the foregoing; and

(d) a person which does not deal at arm's length (within the meaning of the *Income Tax Act* (Canada)) from any Borrower and the other Loan Parties.

"**Release**" means any release, spill, emission, leak, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the environment including, without limitation, the movement of Hazardous Materials through ambient air, soil, surface water, ground water, wetlands, land or sub surface strata.

"**Relevant Governmental Body**" means (a) the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto or (b) the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto, as applicable.

"**Repayment Notice**" means a notice substantially in the form annexed hereto as Schedule F to be given to the Agent by an applicable Borrower pursuant hereto.

"**Replaceable Lender**" has the meaning set out in Section 2.19(1).

"**Reportable Event**" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period referred to in Section 4043(a) of ERISA has been waived.

"**Required Permits**" means all Governmental Authorizations which are necessary at any given time for the Canadian Borrower, the U.S. Borrower and each of the other Loan Parties to own and operate its property, assets, rights and interests or to carry on its business and affairs.

"**Resolution Authority**" means, with respect to an EEA Financial Institution, an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"**Rollover**" means:

(a) with respect to any SOFR Loan or CORRA Loan, the continuation of all or a portion of such Loan (subject to the provisions hereof) for an additional Interest Period subsequent to the initial or any subsequent Interest Period applicable thereto; and

(b) with respect to Letters of Credit, the extension or replacement of an existing Letter of Credit, provided the beneficiary thereof (including any successors or permitted assigns thereof) remains the same, the maximum amount available to be drawn thereunder is not increased, the currency in which the same is denominated remains the same and the terms upon which the same may be drawn remain the same,

in each case, under the same Credit Facility under which the maturing Loan was made.

"**Rollover Date**" means the date of commencement of a new Interest Period applicable to a Loan and which shall be a Banking Day.

"**Rollover Notice**" means a notice substantially in the form annexed hereto as Schedule G to be given to the Agent by an applicable Borrower pursuant hereto.

"**Sale-Leaseback**" means an arrangement, transaction or series of arrangements or transactions under which title to any real property, tangible personal property or fixture is transferred by a Loan Party (a "**transferor**") to another person which leases or otherwise grants the right to use such property to the transferor (or nominee of the transferor) and, whether or not in connection therewith, the transferor also acquires a right or is subject to an obligation to acquire such property or a material portion thereof, and regardless of the accounting treatment of such arrangement, transaction or series of arrangements or transactions.

"**Sanctioned Country**" means, at any time, a country, territory or region that is itself the subject of comprehensive territorial sanctions including, without limitation, a county, territory or region subject to comprehensive, territorial sanctions administered by OFAC, the United Nations Security Council, the European Union or Canada.

"**Sanctioned Person**" means any of the following currently or in the future: (a) an entity, vessel or person named on the list of Specially Designated Nationals or Blocked Persons maintained by OFAC currently available at http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx or in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State or by Canada under the *Special Economic Measures Act*, the *United Nations Act*, the *Justice for Victims of Corrupt Foreign Officials Act* the *Criminal Code*, the *Freezing of Assets of Corrupt Foreign Officials Act*, the *Proceeds of Crime Act*, the *Terrorism Financing Act* and the regulations promulgated thereunder; (b) any person more than 50 percent (50%) owned (or having 50 percent (50%) of its Voting Shares controlled), in the aggregate, by a person or persons, described in clause (a) above, (c) any person controlled by a person or persons described in clause (a) above (which control is identified, whether directly or indirectly, by having the ability to change the composition or the powers of a person's board of directors or, it is reasonable to conclude, having regard to all the circumstances, that the person or persons described in clause (a) above is able, directly or indirectly and through any means, to direct the person's activity) or (d) any person operating, organized or resident in a Sanctioned Country.

"**Sanctions Laws**" means any sanction laws and regulations issued or enforced by the United States of America, Canada, the Commonwealth of Australia, the European Union or the United Nations or any other applicable country or association of countries where a Borrower or any of the other Loan Parties operates and includes, without limitation (a), the laws, regulations, and rules promulgated or administered by OFAC to implement U.S. sanctions programs, including any enabling legislation or Executive Order related thereto, as amended from time to time, and including, without limitation, the Executive Order 13808 of August 24 2017 on Imposing Additional Sanctions With Respect to the Situation in Venezuela and the regulations, rules and general licenses promulgated thereunder, as amended from time to time; the Executive Order 13850 of November 1, 2018 on Blocking Property of Additional Persons Contributing to the Situation in Venezuela and the regulations, rules and general licenses promulgated thereunder, as amended from time to time; the Executive Order 13884 of August 5, 2019 on Blocking Property of the Government of Venezuela and the regulations, rules and general licenses promulgated thereunder, as amended from time to time; the US Comprehensive Iran Sanctions, Accountability, and

Divestment Act and the regulations and rules promulgated thereunder, as amended from time to time; the US Iran Threat Reduction and Syria Human Rights Act and the regulations and rules promulgated thereunder, as amended from time to time; the US Iran Freedom and Counter Proliferation Act and the regulations and rules promulgated thereunder; (b) the sanctions and other restrictive measures applied by the European Union in pursuit of the Common Foreign and Security Policy objectives set out in the Treaty on European Union and (c) sanctions or other restrictive measures imposed by Canada including pursuant to the *United Nations Act*, the *Special Economic Measures Act*, the *Criminal Code*, the *Justice for Victims of Corrupt Foreign Officials Act* or the *Freezing Assets of Corrupt Foreign Officials Act* (including, in each case, the regulations promulgated thereunder, each as amended from time to time and includes, without limitation, the Special Economic Measures (Venezuela) Regulations SOR/2017-04 and the Special Economic Measures (Iran) Regulations SOR/2010-165, as amended from time to time.

"**Schedule I Lender**" means a Lender which is a Canadian chartered bank listed on Schedule I to the *Bank Act* (Canada).

"**Schedule II Lender**" means a Lender which is a Canadian chartered bank listed on Schedule II to the *Bank Act* (Canada).

"**Schedule III Lender**" means a Lender which is an authorized foreign bank listed on Schedule III to the *Bank Act* (Canada).

"**Security**" means, collectively, the guarantees, mortgages, debentures, debenture pledge agreements, pledge agreements, assignments, postponements and other notices of security and security agreements executed and delivered, or required to be executed and delivered, by the Loan Parties, the Individual Borrower and the Family Trust under and pursuant to this Agreement and shall include:

(a) in respect of the Canadian Borrower, the fixed and floating charge demand debenture, the debenture pledge agreement, the general security agreement, the Saskatchewan law mortgage and the guarantee substantially in the forms of Schedules H-1, H-2, H-3, H-4 and H-5, respectively, annexed hereto, an authority to hold funds, an assignment of crop insurance (unless the Agent determines, in consultation with the Lenders, that it would not be commercially reasonable for the Canadian Borrower to deliver such assignment), an assignment of life insurance of the Individual Borrower, securities account control agreements (or such other documents as required by the Agent in respect of securities and investment accounts) acknowledged by the applicable securities intermediary, and, if requested by the Agent, notices of intention to create security under Section 427 of the *Bank Act* (Canada) along with security agreements in connection therewith;

(b) in respect of the U.S. Borrower, the mortgage, security agreement and fixture filing and the guarantee substantially in the forms of Schedules H-6 and H-7, respectively, annexed hereto, an authority to hold funds and deposit account control agreements in respect of each deposit account;

(c) in respect of the Loan Parties organized under the laws of Canada or any province thereof (other than the Canadian Borrower) (i) the fixed and floating charge demand debenture, the debenture pledge agreement, the general security agreement and the guarantee substantially in the forms of

Schedules H-8, H-9, H-10 and H-11, respectively, annexed hereto and (ii) to the extent any such Canadian Loan Party at any time owns any real property, a mortgage governed by the laws of the applicable province or state or other additional documentation required to provide fixed charges in such real property;

(d) in respect of the Loan Parties organized under the laws of any state in the United States of America (other than the U.S. Borrower), the mortgage, security agreement and fixture filing and the guarantee substantially in the forms of Schedules H-12 and H-13, respectively, annexed hereto;

(e) in respect of the Individual Borrower, the general security agreement and guarantee substantially in the forms of Schedules H-14 and H-15, respectively, annexed hereto;

(f) in respect of the Family Trust, the share pledge agreement and limited recourse guarantee substantially in the forms of Schedule H-16 and H-17, respectively, annexed hereto;

(g) to the extent any Loan Party has any accounts with any financial institution or account bank other than the Swingline Lender, an account control agreement, or similar document;

(h) to the extent any shareholder loans to the Canadian Borrower or any other Loan Party are outstanding, postponement and assignment agreements from each applicable shareholder; and

(i) in respect of the Loan Parties, Landlord Waivers in accordance with Section 10.1(w).

The foregoing Security, in each case, shall be prepared in form and substance satisfactory to the Agent, acting reasonably, with such modifications and insertions from the scheduled forms as may be required by the Agent, acting reasonably (including, without limitation, having regard to the jurisdictions where such entity carries on business).

"**Security Interest**" means mortgages, charges, pledges, hypothecs, assignments by way of security, conditional sales or other title retention arrangements, security created under the *Bank Act* (Canada), liens, encumbrances, security interests or other interests in property, howsoever created or arising, whether fixed or floating, perfected or not, which secure payment or performance of an obligation and, including, in any event:

(a) deposits or transfers of cash, marketable securities or other financial assets under any agreement or arrangement whereby such cash, securities or assets may be withdrawn, returned or transferred only upon fulfilment of any condition as to the discharge of any other indebtedness or other obligation to any creditor;

(b) (i) rights of set-off or (ii) any other right of or arrangement of any kind with any creditor, which in any case are made, created or entered into, as the case may be, for the purpose of or having the effect (directly or indirectly) of (A) securing Debt, (B) preferring some holders of Debt over other holders of Debt or (C) having the claims of any creditor be satisfied prior to the claims of other creditors with or from the proceeds of any properties, assets or revenues of any

kind now owned or later acquired (other than, with respect to (C) only, rights of set-off granted or arising in the ordinary course of business);

(c) the rights of lessors under capital or financing leases, operating leases and any other lease financing; and

(d) absolute assignments of accounts receivable.

"**Soderglen Real Property**" means the real property of the Canadian Borrower purchased from the Soderglen Vendors on or about the date hereof.

"**Soderglen Vendors**" means, collectively, Soderglen Ranches Ltd. and Jane E. Grad.

"**Soderglen VTB Debt**" means Debt of the Canadian Borrower owing to the Soderglen Vendors in connection with the purchase by the Canadian Borrower of the Soderglen Real Property on or about the date hereof.

"**SOFR**" means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"**SOFR Loan**" means an Advance that bears interest based on Adjusted Term SOFR, other than pursuant to subparagraph (c) of the definition of "U.S. Base Rate".

"**Special Flood Hazard Area**" means an area that FEMA's current flood maps indicate has at least a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100 year flood) in any given year.

"**Specified Default**" has the meaning set out in Section 10.5.

"**Subsidiary**" means, with respect to any person ("**Y**"):

(a) any corporation of which at least a majority of the outstanding shares having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time shares of any other class or classes of such corporation might have voting power by reason of the happening of any contingency, unless the contingency has occurred and then only for as long as it continues) is at the time directly, indirectly or beneficially owned or controlled by Y or one or more of its Subsidiaries, or Y and one or more of its Subsidiaries;

(b) any partnership of which, at the time, Y, or one or more of its Subsidiaries, or Y and one or more of its Subsidiaries: (i) directly, indirectly or beneficially own or control more than 50% of the income, capital, beneficial or ownership interests (however designated) thereof; and (ii) is a general partner, in the case of limited partnerships, or is a partner or has authority to bind the partnership, in all other cases; or

(c) any other person of which at least a majority of the income, capital, beneficial or ownership interests (however designated) are at the time directly, indirectly or beneficially owned or controlled by Y, or one or more of its Subsidiaries, or Y and one or more of its Subsidiaries,

provided that, unless otherwise expressly provided or the context otherwise requires, references herein to "Subsidiary" or "Subsidiaries" shall be and shall be deemed to be references to Subsidiaries of the Loan Parties.

"**Successor Agent**" has the meaning set out in Section 15.10.

"**Swap Obligation**" means, with respect to any person that has provided Security, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"**Swingline Lender**" means The Bank of Nova Scotia or such other Lender which becomes the Successor Agent and which has agreed in writing with the Canadian Borrower to act as Swingline Lender hereunder and to provide Swingline Loans in accordance herewith.

"**Swingline Loan**" has the meaning set out in Section 2.21(1).

"**Syndicated Drawdown**" means a Drawdown under the Operating Facility other than by way of a Swingline Loan.

"**Syndicated Loan**" means a Loan under the Operating Facility other than a Swingline Loan.

"**Tangible Net Worth**" means the aggregate of:

(a) stated capital, contributed surplus and retained earnings of the Canadian Borrower, the U.S. Borrower and the other Loan Parties;

(b) the appraised value of any bare land real property of the Canadian Borrower, the U.S. Borrower and the other Loan Parties (less the book value of such real property) to a maximum of Cdn.$150,000,000 (or such other amount as agreed to by the Majority of the Lenders) excluding, for certainty, any gains related to the acquisition of Blue Goose; and

(c) any Debt owing from the Canadian Borrower, the U.S. Borrower or the other Loan Parties as long as the repayment of such Debt is subordinated and postponed to the repayment of the Obligations, the Lender Financial Instrument Obligations and the Bank Product Obligations upon a Default or Event of Default on terms satisfactory to the Agent and the Lenders, acting reasonably, as determined in accordance with generally accepted accounting principles, excluding future income taxes,

less

(d) (i) any value attributed to intangible assets as such term is defined in generally accepted accounting principles (other than leasehold property improvements, but, including without limitation, goodwill, patents, trademarks, intellectual property, organization expenses, trade names, deferred costs, and deferred

charges), (ii) Investments of the Canadian Borrower, the U.S. Borrower and the other Loan Parties in Affiliates, (iii) amounts due to the Canadian Borrower, the U.S. Borrower and the other Loan Parties from Related Parties and (iv) the value attributed to the CID Policy.

"**Taxes**" means all taxes, levies, imposts, stamp taxes, duties, fees, deductions, withholdings, charges, compulsory loans or restrictions or conditions resulting in a charge which are imposed, levied, collected, withheld or assessed by any country or political subdivision or taxing authority thereof now or at any time in the future, together with interest thereon and penalties, charges or other amounts with respect thereto, if any, and "Tax" and "Taxation" shall be construed accordingly.

"**Term CORRA**" means, for any calculation with respect to a Term CORRA Loan, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "**Periodic Term CORRA Determination Day**") that is two Banking Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Cdn. Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Banking Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Banking Day is not more than three Banking Days prior to such Periodic Term CORRA Determination Day.

"**Term CORRA Adjustment**" means a percentage equal to (a) 0.29547% per annum for an Interest Period of one-month and (b) 0.32138% per annum for an Interest Period of three-months.

"**Term CORRA Administrator**" means Candeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator.

"**Term CORRA Loan**" means an Advance that bears interest at the Adjusted Term CORRA.

"**Term CORRA Reference Rate**" means the forward-looking term rate based on CORRA.

"**Term SOFR**" means:

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not

more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day; and

(b) for any calculation with respect to an U.S. Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "USBR Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any USBR Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such USBR Term SOFR Determination Day,

provided, further, that if Term SOFR determined as provided above (including pursuant to the proviso under subparagraph (a) or subparagraph (b) above) shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"**Term SOFR Adjustment**" means a rate per annum equal to 0.10% (10 basis points) for one-month, 0.15% (15 basis points) for three-months, and 0.25% (25 basis points) for six-months.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Agent in its reasonable discretion).

"**Term SOFR Reference Rate**" means the per annum forward-looking term rate based on SOFR.

"**Termination Event**" means an automatic early termination of obligations relating to a Lender Financial Instrument under any agreement relating thereto without any notice being required from a Lender.

"**UK Financial Institution**" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain Affiliates of such credit institutions or investment firms.

"**UK Resolution Authority**" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"**Unadjusted Benchmark Replacement**" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"**Unadjusted Cdn. Benchmark Replacement**" means the applicable Cdn. Benchmark Replacement excluding the related Cdn. Benchmark Replacement Adjustment.

"**Uniform Customs**" has the meaning set out in Section 7.9.

"**U.S. Base Rate**" means, for any day, the greatest of:

(a) the rate of interest per annum established from time to time by the Agent as the reference rate of interest for the determination of interest rates that the Agent will charge to customers of varying degrees of creditworthiness in Canada for United States Dollar demand loans in Canada;

(b) the rate of interest per annum for such day or, if such day is not a Banking Day, on the immediately preceding Banking Day, equal to the sum of the Federal Funds Rate (expressed for such purpose as a yearly rate per annum in accordance with Section 5.6), plus 1.00% per annum; and

(c) the sum of (i) Term SOFR for a one-month tenor in effect on such day plus (ii) 1.00% per annum,

provided that if the U.S. Base Rate is being used as an alternative rate of interest pursuant to Sections 13.1 and13.2(e), then the U.S. Base Rate shall be the greater of subparagraphs (a) and (b) above and shall be determined without reference to subparagraph (c) above, provided that if U.S. Base Rate as determined above shall ever be less than the Floor, then U.S. Base Rate shall be deemed to be the Floor.

"**U.S. Base Rate Loan**" means an Advance in, or Conversion into, United States Dollars made by the applicable Lenders (or any of them) to an applicable Borrower with respect to which such Borrower has specified or a provision hereof requires that interest is to be calculated by reference to the U.S. Base Rate.

"**U.S. Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**U.S. Government Securities Business Day**" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"**U.S. Mortgaged Properties**" means and real property of a Loan Party located in the United States of America which is subject to the Security.

"**United States Dollars**" and "**U.S.$**" means the lawful money of the United States of America.

"**Wholly-Owned Subsidiary**" means, with respect to any person ("**Z**"):

(a) a corporation, all of the issued and outstanding shares in the capital of which are beneficially held by:

(i) Z;

(ii) Z and one or more corporations, where all of the issued and outstanding shares in the capital of such corporations are held by Z; or

(iii) two or more corporations, where all of the issued and outstanding shares in the capital of such corporations are held by Z;

(b) a corporation which is a Wholly-Owned Subsidiary of a corporation that is a Wholly-Owned Subsidiary of Z;

(c) a partnership, all of the partners of which are Z and/or Wholly-Owned Subsidiaries of Z; or

(d) any person of which all of the income, capital, beneficial and ownership interests (however designated) are beneficially owned and controlled by the Z and/or Wholly-Owned Subsidiaries of Z,

provided that, unless otherwise expressly provided or the context otherwise requires, references herein to "Wholly-Owned Subsidiary" or "Wholly-Owned Subsidiaries" shall be and shall be deemed to be references to Wholly-Owned Subsidiaries of the Canadian Borrower, the U.S. Borrower and the other Loan Parties.

"**Withdrawal Liability**" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal by the Canadian Borrower, the U.S. Borrower, any other Loan Party or any ERISA Affiliate from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"**Write-Down and Conversion Powers**" means:

(a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule; and

(b) with respect to the United Kingdom, any powers of the applicable UK Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.2 Headings; Articles and Sections

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Number; persons; including;

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them. References herein to any person shall, unless the context otherwise requires, include such person's successors and permitted assigns.

1.4 Accounting Principles

(1) Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be to the recommendations at the relevant time of the Canadian Institute of Chartered Accountants, or any successor institute, applicable on a consolidated basis (unless otherwise specifically provided or contemplated herein to be applicable on a combined and consolidated basis or an unconsolidated basis) as at the date on which such calculation is made or required to be made in accordance with generally accepted accounting principles. Where the character or amount of any asset or liability or item of revenue or expense or amount of equity is required to be determined, or any consolidation or combination and consolidation or other accounting computation is required to be made for the purpose of this Agreement or any other Document, such determination or calculation shall, to the extent applicable and except as otherwise specified herein or as otherwise agreed in writing by the parties, be made in accordance with generally accepted accounting principles applied on a consistent basis. In the event that any "Accounting Change" (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then the Canadian Borrower and the Agent agree to enter into negotiations in order to amend such provisions of this Agreement so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Canadian Borrower's or the applicable Loan Party's financial condition, as applicable, shall be substantially the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrowers, the Agent and a Majority of the Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Canadian Institute of Chartered Accountants, and in all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.

(2) In addition to the foregoing, the parties hereto agree and confirm that, subject to the execution and delivery of an amending agreement in accordance with Section 1.4(1), for purposes hereof, including without limitation, the calculation of "Debt", "Tangible Net Worth", "EBITDA" and "Interest Expense", the classification and effect of:

(a) leases shall be made with regard to generally accepted accounting principles in effect on December 31, 2018; and

(b) retractable and redeemable preferred securities shall be made with regard to generally accepted accounting principles is effect on December 31, 2021.

1.5 References to Agreements and Enactments

Reference herein to any agreement, instrument, licence or other document shall be deemed to include reference to such agreement, instrument, licence or other document as the same may from time to time be amended, modified, supplemented or restated in accordance with the provisions of this Agreement if and to the extent such provisions are applicable; and reference herein to any enactment shall be deemed to include reference to such enactment as re-enacted, amended or extended from time to time and to any successor enactment.

1.6 Per Annum Calculations

Unless otherwise stated, wherever in this Agreement reference is made to a rate "per annum" or a similar expression is used, such rate shall be calculated on the basis of a year of 365 days.

1.7 Schedules

The following are the Schedules annexed hereto and incorporated by reference and deemed to be part hereof:

Schedule A	-	Lenders and Commitments
Schedule B	-	Assignment Agreement
Schedule C	-	Compliance Certificate
Schedule D	-	Conversion Notice
Schedule E	-	Drawdown Notice
Schedule F	-	Repayment Notice
Schedule G	-	Rollover Notice
Schedules H-1 to H-17	-	Security
Schedule I	-	Borrowing Base Certificate
Schedule J	-	Corporate Organizational Chart
Schedule K	-	New U.S. Mortgaged Properties (Montana)
Schedule L	-	Crown Leased Land (Manitoba).

1.8 Amendment and Restatement

(1) On the Closing Date:

(a) the Existing Credit Agreement shall be and is hereby amended and restated in the form of this Agreement;

(b) the Loans, including for certainty, Bankers' Acceptances and Letters of Credit (as such terms are defined in the Existing Credit Agreement) and other amounts outstanding under the Existing Credit Agreement prior to the date hereof shall continue to be outstanding under this Agreement and shall be deemed to be Loans and other Obligations owing by the Canadian Borrower and the U.S. Borrower to the Lenders under this Agreement and, for clarity:

(i) all Loans under the Operating Facility (as such terms are defined in the Existing Credit Agreement) shall, on the date hereof, be deemed to be Loans outstanding under the Operating Facility hereunder; and

(ii) all Loans under the Capital Facility (as such terms are defined in the Existing Credit Agreement) shall, on the date hereof, be deemed to be Loans outstanding under the Capital Facility hereunder;

(c) subject to Section 1.81(d) below, the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent (including the assignment of interests in, or the purchase of participations in, such Loans) to give effect to the provisions of Section 1.8(1)(b) and to ensure that the aggregate Obligations owing to each Lender are outstanding in proportion to each Lender's Rateable Portion of all outstanding Obligations after giving effect to the foregoing;

(d) the parties hereby acknowledge that, on the date hereof, Bankers' Acceptances (as defined in the Existing Credit Agreement) having terms to maturity ending on or after the date hereof may be outstanding under Credit Facilities (the "**Outstanding BAs**"). Each Lender under each applicable Credit Facility agrees and acknowledges that the provisions of the Existing Credit Agreement with respect to the rights and obligations of the Borrowers and the Lenders with respect to the payment and/or reimbursement of the Outstanding BAs shall continue to apply to the Outstanding BAs for the benefit of the relevant Lenders as set out herein until the Interest Period expiry of each such Outstanding BA and, on the Interest Period expiry of each Outstanding BA, such Advance will automatically be deemed to be converted to a Term CORRA Loan with an Interest Period of one-month under the applicable Credit Facility; and

(e) notwithstanding the foregoing, it is hereby acknowledged that, on the date hereof, SOFR Loans under the Credit Facilities provided for in the Existing Credit Agreement and having terms to maturity ending on or after the date hereof may be outstanding (collectively, the "**Outstanding SOFR Loans**"). Notwithstanding any provision of the Existing Credit Agreement or this Agreement, the right, title, benefit and interest of each Lender in or to any Outstanding SOFR Loans shall remain with reference to each Lender's pro rata share thereof based on their Commitments under the applicable Credit Facility prior to the amendment and restatement of the Existing Credit Agreement in the form hereof. From time to time, as the Outstanding SOFR Loans mature and Rollovers and Conversions are made by a Borrower in respect thereof, each Lender shall participate in the Loans effecting such Rollovers and Conversions to the full extent of its Commitment under the applicable Credit Facility hereunder.

(2) Notwithstanding the foregoing or any other term hereof, all of the covenants, representations and warranties on the part of the Borrowers under the Existing Credit Agreement and all of the claims and causes of action arising against any of the Borrowers in connection therewith, in respect of all matters, events, circumstances and obligations arising or existing prior to the date hereof shall continue, survive and shall not be merged in the execution of this Agreement or any other Documents or any advance or provision of any Loan hereunder.

(3) References herein to the "date hereof" or similar expression shall be and shall be deemed to be the date of the satisfaction of the conditions precedent set out in Section 3.2 hereof, being April 15, 2024.

1.9 Rates

The Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Benchmark, Adjusted Term SOFR, the Canadian Prime Rate, the U.S. Base Rate, Term CORRA, Daily Compounded CORRA, Adjusted Term CORRA, Adjusted Daily Compounded CORRA or any Cdn. Benchmark, any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement or Cdn. Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement or any Cdn. Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Benchmark, Adjusted Term SOFR, the Canadian Prime Rate, the U.S. Base Rate, Term CORRA, Daily Compounded CORRA, Adjusted Term CORRA, Adjusted Daily Compounded CORRA or any other Benchmark or Cdn. Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes or Cdn. Benchmark Conforming Changes. The Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Benchmark, Adjusted Term SOFR, the Canadian Prime Rate, the U.S. Base Rate, Term CORRA, Daily Compounded CORRA, Adjusted Term CORRA, Adjusted Daily Compounded CORRA, any alternative, successor or replacement rate (including any Benchmark Replacement or Cdn. Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Agent may select information sources or services in its reasonable discretion to ascertain the Benchmark, Adjusted Term SOFR, the Canadian Prime Rate, the U.S. Base Rate, Term CORRA, Daily Compounded CORRA, Adjusted Term CORRA, Adjusted Daily Compounded CORRA or any other Benchmark or Cdn. Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to any Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.10 Confirmation of Security

Each of the Borrowers confirms and agrees that the Security to which it is a party is and shall remain in full force and effect in all respects (other than as amended or amended and restated pursuant to this Agreement) notwithstanding the amendment and restatement of the Existing Credit Agreement in the form of this Agreement and shall continue to exist and apply to all of the Obligations, including, without limitation, the Obligations of the Borrowers under, pursuant or related to the Existing Credit Agreement, as amended and restated by this Agreement.

ARTICLE 2- THE CREDIT FACILITIES

2.1 The Credit Facilities

(1) Subject to the terms and conditions hereof including, for certainty but without limitation, subparagraph (2) of this Section 2.1, each of the Lenders under a Credit Facility shall make available to the applicable Borrowers such Lender's Rateable Portion of such Credit Facility. Subject to Section 2.17, the Outstanding Principal under a given Credit Facility shall not exceed the maximum principal amount of such Credit Facility.

(2) Notwithstanding any other provision hereof, until such time as all of the Lenders (each in their sole discretion) provide written consent and notice to the Borrowers, the Individual Borrower shall not be permitted to make any Drawdowns or receive any Advances (including the issuance of Letters of Credit) under either Credit Facility and, in connection therewith, the Individual Borrower shall not be permitted to deliver a Drawdown Notice hereunder and the Agent shall refuse to make or fund any requested Drawdown by the Individual Borrower under either Credit Facility.

2.2 Types of Availments

(1) The applicable Borrowers may, in Canadian Dollars, make Drawdowns, Conversions and Rollovers under the Credit Facilities of Canadian Prime Rate Loans and CORRA Loans and, subject to subparagraph (2) of this Section 2.2, may in United States Dollars, make Drawdowns, Conversions and Rollovers under the Credit Facilities of U.S. Base Rate Loans and SOFR Loans. In addition, the applicable Borrowers may make Drawdowns and Rollovers under the Operating Facility of Letters of Credit denominated in Canadian Dollars or United States Dollars; provided that the Outstanding Principal of Letters of Credit outstanding under the Operating Facility shall not exceed Cdn.$12,000,000 (or the Equivalent Amount thereof). The applicable Borrower shall have the option, subject to the terms and conditions hereof, to determine which types of Loans shall be drawn down and in which combinations or proportions.

(2) Notwithstanding any other provision hereof, the Outstanding Principal of all Loans denominated in United States Dollar Loans under the Capital Facility shall not exceed U.S.$100,000,000 at any time and the Agent shall refuse to make or fund any requested Drawdown by a Borrower requesting a Drawdown under the Capital Facility in United States Dollars that would result in the Outstanding Principal of all Loans dominated in United States Dollar Loans under the Capital Facility to exceed U.S.$100,000,000.

2.3 Purpose

(1) The Operating Facility is being made available for the general corporate purposes of the Canadian Borrower, the U.S. Borrower and the other Loan Parties.

(2) The increase in the Capital Facility is being made available to (a) fund a repayment of Outstanding Principal and accrued interest under the Operating Facility on Closing Date in the amount of Cdn.$50,000,000 (or the Equivalent Amount thereof) and, thereafter (b) finance Permitted Capital Expenditures of the Canadian Borrower, the U.S. Borrower and the other Loan Parties**.**

2.4 Availability and Nature of the Credit Facilities

(1) Subject to the terms and conditions hereof, the Canadian Borrower and the U.S. Borrower may make Drawdowns under the Operating Facility in respect of the Commitments of a given Lender under the Operating Facility prior to the Maturity Date applicable thereto to such Lender under the Operating Facility.

(2) Prior to the Operating Facility Maturity Date, the Operating Facility shall be a revolving credit facility: that is, the Canadian Borrower and the U.S. Borrower may increase or decrease Loans under the Operating Facility by making Drawdowns, repayments and further Drawdowns.

(3) Subject to the terms and conditions hereof (including, for certainty, the satisfaction of the conditions precedent set forth in Section 3.4), the Canadian Borrower and the U.S. Borrower may make Drawdowns under the Capital Facility in respect of the Commitments of a given Lender under the Capital Facility prior to the Maturity Date applicable thereto to such Lender under the Capital Facility.

(4) Prior to the Capital Facility Maturity Date, the Capital Facility shall be a revolving credit facility: that is, the Canadian Borrower and the U.S. Borrower may increase or decrease Loans under the Capital Facility by making Drawdowns, repayments and further Drawdowns.

(5) For certainty, in no event shall:

(a) a Lender be required to fund, participate in, or otherwise provide any portion of a Loan which has a maturity or expiry date, or which has an Interest Period which will expire, after the Maturity Date applicable to such Lender under the applicable Credit Facility; or

(b) a Borrower request, or be entitled to obtain, a Loan which has a maturity or expiry date, or which has an Interest Period which will expire after the earliest Maturity Date then applicable to a Lender in respect of a given Credit Facility.

2.5 Minimum Drawdowns

(1) Each Drawdown (other than those in connection with Swingline Loans) under the Operating Facility of the following types of Loans shall be in the following amounts indicated:

(a) CORRA Loans in minimum aggregate amounts of Cdn.$500,000 and Drawdowns in excess thereof in integral multiples of Cdn.$100,000;

(b) SOFR Loans in minimum principal amounts of U.S.$500,000 and Drawdowns in excess thereof in integral multiples of U.S.$100,000;

(c) Canadian Prime Rate Loans in minimum principal amounts of Cdn.$200,000 and Drawdowns in excess thereof in integral multiples of Cdn.$100,000; and

(d) U.S. Base Rate Loans in minimum principal amounts of U.S.$200,000 and Drawdowns in excess thereof in integral multiples of U.S.$100,000.

(2) Each Drawdown under the Capital Facility of the following types of Loans shall be in the following amounts indicated:

(a) CORRA Loans in minimum aggregate amounts of Cdn.$500,000 and Drawdowns in excess thereof in integral multiples of Cdn.$100,000;

(b) if available, SOFR Loans in minimum principal amounts of U.S.$500,000 and Drawdowns in excess thereof in integral multiples of U.S.$100,000;

(c) Canadian Prime Rate Loans in minimum principal amounts of Cdn.$200,000 and Drawdowns in excess thereof in integral multiples of Cdn.$100,000; and

(d) if available, U.S. Base Rate Loans in minimum principal amounts of U.S.$200,000 and Drawdowns in excess thereof in integral multiples of U.S.$100,000.

2.6 Notice Periods for Drawdowns, Conversions and Rollovers

Subject to the provisions hereof, the Canadian Borrower and the U.S. Borrower may make a Drawdown, Conversion or Rollover under a Credit Facility by delivering a Drawdown Notice, Conversion Notice or Rollover Notice, as the case may be (executed in accordance with the definition of "Officer's Certificate"), with respect to a specified type of Loan to the Agent not later than:

(a) 10:00 a.m. (Calgary time) three Banking Days prior to the proposed Drawdown Date, Conversion Date or Rollover Date, as the case may be, for the Drawdown of, Conversion into or the Rollover of SOFR Loans or Daily Compounded CORRA Loans;

(b) 10:00 a.m. (Calgary time) two Banking Days prior to the proposed Drawdown Date, Conversion Date or Rollover Date, as the case may be, for the Drawdown of, Conversion into or Rollover of Term CORRA Loans;

(c) 10:00 a.m. (Calgary time) one Banking Day prior to the proposed Drawdown Date or Conversion Date, as the case may be, for Drawdowns of or Conversions into Canadian Prime Rate Loans and/or U.S. Base Rate Loans; and

(d) 10:00 a.m. (Calgary time) three Banking Days prior to the proposed Drawdown Date or Rollover Date, as the case may be, for the Drawdown or Rollover of Letters of Credit.

2.7 Conversion Option

Subject to the provisions of this Agreement and except for Letters of Credit, the Canadian Borrower and the U.S. Borrower, as applicable, may convert the whole or any part of any type of Loan under a Credit Facility into any other type of permitted Loan under the same Credit Facility by giving the Agent a Conversion Notice in accordance herewith; provided that:

(a) Conversions of SOFR Loans and CORRA Loans may only be made on the last day of the Interest Period applicable thereto;

(b) a Borrower may not convert a portion only or the whole of an outstanding Loan unless both the unconverted portion and converted portion of such Loan are equal to or exceed, in the relevant currency of each such portion, the minimum amounts required for Drawdowns of Loans of the same type as that portion (as set forth in Section 2.5);

(c) in respect of Conversions of a Loan denominated in one currency to a Loan denominated in another currency, the applicable Borrower shall at the time of the Conversion repay the Loan or portion thereof being converted in the currency in which it was denominated; and

(d) a Conversion shall not result in an increase in Outstanding Principal; increases in Outstanding Principal may only be effected by Drawdowns.

2.8 Benchmark Loan Rollovers; Selection of Benchmark Loan Interest Periods

(1) At or before 10:00 a.m. (Calgary time) three Banking Days prior to the expiration of each Interest Period of each SOFR Loan, the applicable Borrower shall, unless it has delivered a Conversion Notice pursuant to Section 2.7 and/or a Repayment Notice pursuant to Section 2.14 (together with a Rollover Notice if a portion only is to be converted or repaid; provided that a portion of a SOFR Loan may be converted or rolled over only if the portion which is to remain outstanding is equal to or exceeds the minimum amount required hereunder for Drawdowns of SOFR Loans) with respect to the aggregate amount of such Loan, deliver a Rollover Notice to the Agent selecting the next Interest Period applicable to the SOFR Loan, which new Interest Period shall commence on and include the last day of such prior Interest Period. If the applicable Borrower fails to deliver a Rollover Notice to the Agent as provided in this Section, such Borrower shall be deemed to have given a Conversion Notice to the Agent electing to convert the entire amount of the maturing SOFR Loan into a U.S. Base Rate Loan.

(2) At or before 10:00 a.m. (Calgary time) three Banking Days prior to the expiration of each Interest Period of each Daily Compounded CORRA Loan, the applicable Borrower shall, unless it has delivered a Conversion Notice pursuant to Section 2.7 and/or a Repayment Notice pursuant to Section 2.14 (together with a Rollover Notice if a portion only is to be converted or repaid; provided that a portion of a Daily Compounded CORRA Loan may be converted or rolled over only if the portion which is to remain outstanding is equal to or exceeds the minimum amount required hereunder for Drawdowns of Daily Compounded CORRA Loan) with respect to the aggregate amount of such Loan, deliver a Rollover Notice to the Agent selecting the next Interest Period applicable to the Daily Compounded CORRA Loan, which new Interest Period shall commence on and include the last day of such prior Interest Period. If the applicable Borrower fails to deliver a Rollover Notice to the Agent as provided in this Section, such Borrower shall be deemed to have given a Conversion Notice to the Agent electing to convert the entire amount of the maturing Daily Compounded CORRA Loan into a Canadian Prime Rate Loan under the applicable Credit Facility.

(3) At or before 10:00 a.m. (Calgary time) two Banking Days prior to the expiration of each Interest Period of each Term CORRA Loan, the applicable Borrower shall, unless it has delivered a Conversion Notice pursuant to Section 2.7 and/or a Repayment Notice pursuant to Section 2.14 (together with a Rollover Notice if a portion only is to be converted or repaid; provided that a portion of a Term CORRA Loan may be converted or rolled over only if the portion which is to remain outstanding is equal to or exceeds the minimum amount required hereunder for Drawdowns of Term CORRA Loan) with respect to the aggregate amount of such Loan, deliver a Rollover Notice to the Agent selecting the next Interest Period applicable to the Term CORRA Loan, which new Interest Period shall commence on and include the last day of such prior Interest Period. If the applicable Borrower fails to deliver a Rollover Notice to the Agent as provided in this Section, such Borrower shall be deemed to have given a Conversion Notice to the Agent electing to convert the entire amount of the maturing Term CORRA Loan into a Canadian Prime Rate Loan under the applicable Credit Facility.

2.9 Rollovers and Conversions not Repayments

Any amount converted shall be a Loan of the type converted to upon such Conversion taking place, and any amount rolled over shall continue to be the same type of Loan

under the same Credit Facility as before the Rollover, but such Conversion or Rollover (to the extent of the amount converted or rolled over) shall not of itself constitute a repayment or a fresh utilization of any part of the amount available under the relevant Credit Facility.

2.10 Agent's Obligations with Respect to Canadian Prime Rate Loans, U.S. Base Rate Loans, SOFR Loans and CORRA Loans

Upon receipt of a Drawdown Notice, Rollover Notice or Conversion Notice with respect to a Canadian Prime Rate Loan, U.S. Base Rate Loan, SOFR Loan or CORRA Loan, the Agent shall forthwith notify the relevant Lenders of the requested type of Loan, the proposed Drawdown Date, Rollover Date or Conversion Date, each Lender's Rateable Portion of such Loan and, if applicable, the account of the Agent to which each Lender's Rateable Portion is to be credited.

2.11 Lenders' and Agent's Obligations with Respect to Canadian Prime Rate Loans, U.S. Base Rate Loans, SOFR Loans and CORRA Loans

Each applicable Lender shall, for same day value by no later than 10:00 a.m. (Calgary time) on the Drawdown Date specified by the applicable Borrower in a Drawdown Notice with respect to a Canadian Prime Rate Loan, a U.S. Base Rate Loan, a SOFR Loan or a CORRA Loan, as applicable, credit the Agent's account specified in the Agent's notice given under Section 2.10 with such Lender's Rateable Portion of each such requested Loan and for same day value on the same date the Agent shall pay to the applicable Borrower the full amount of the amounts so credited in accordance with any payment instructions set forth in the applicable Drawdown Notice.

2.12 Irrevocability

A Drawdown Notice, Rollover Notice, Conversion Notice or Repayment Notice given by a Borrower hereunder shall be irrevocable and, subject to any options the applicable Lenders may have hereunder in regard thereto and the applicable Borrower's rights hereunder in regard thereto, shall oblige the applicable Borrower to take the action contemplated on the date specified therein.

2.13 Optional Cancellation or Reduction of Credit Facilities

The Canadian Borrower may, at any time, upon giving at least 5 Banking Days prior written notice to the Agent, cancel in full or, from time to time, permanently reduce in part the unutilized portion of a Credit Facility; provided, however, that any such reduction shall be in a minimum amount of Cdn.$5,000,000 and reductions in excess thereof shall be in integral multiples of Cdn.$1,000,000. If a Credit Facility is so reduced, the Commitments of each of the Lenders under such Credit Facility shall be reduced *pro rata* in the same proportion that the amount of the reduction in such Credit Facility bears to the amount of such Credit Facility in effect immediately prior to such reduction.

2.14 Optional Repayment of Credit Facilities

A Borrower may at any time and from time to time repay, without penalty, to the Agent for the account of the relevant Lenders or, in the case of Letters of Credit return the same to the Agent for cancellation or provide for the funding of, the whole or any part of any Loan owing by it together with accrued interest thereon to the date of such repayment provided that:

(a) such Borrower shall give a Repayment Notice (executed in accordance with the definition of "Officer's Certificate") to the Agent not later than:

(i) 10:00 a.m. (Calgary time) three Banking Days prior to the date of the proposed repayment, for SOFR Loans, Daily Compounded CORRA Loans and Letters of Credit;

(ii) 10:00 a.m. (Calgary time) two Banking Days prior to the date of the proposed repayment, for Term CORRA Loans; and

(iii) 10:00 a.m. (Calgary time) one Banking Day prior to the date of the proposed repayment, for Canadian Prime Rate Loans and U.S. Base Rate Loans.

(b) repayments pursuant to this Section may only be made on a Banking Day;

(c) each such repayment may only be made on the last day of the applicable Interest Period with regard to a SOFR Loan or CORRA Loan that is being repaid;

(d) unexpired Letters of Credit may only be prepaid by the return thereof to the Agent for cancellation in accordance with the cancellation requirements of the Fronting Lender or providing funding therefor in accordance with Section 2.16;

(e) except in the case of Letters of Credit and Swingline Loans, each such repayment shall be in a minimum amount of the lesser of: (i) the minimum amount required pursuant to Section 2.5 for Drawdowns of the type of Loan proposed to be repaid and (ii) the Outstanding Principal of all Loans outstanding under the applicable Credit Facility immediately prior to such repayment; any repayment in excess of such amount shall be in integral multiples of the amounts required pursuant to Section 2.5 or multiples in excess of the minimum amounts for Drawdowns; and

(f) except in the case of Letters of Credit and Swingline Loans, a Borrower may not repay a portion only of an outstanding Loan unless the unpaid portion is equal to or exceeds, in the relevant currency, the minimum amount required pursuant to Section 2.5 for Drawdowns of the type of Loan proposed to be repaid.

2.15 Mandatory Repayment and Reduction of Credit Facilities

(1) Subject to Section 12.2 and Article 8, the Borrowers shall repay or pay, as the case may be, to the Agent, on behalf of the applicable Lenders, all Loans and other Obligations outstanding under each Credit Facility on or before the Maturity Date applicable to such Credit Facility and applicable to each Lender.

(2) In addition to and without limiting the provisions of Section 2.15(1), the Canadian Borrower and the U.S. Borrower shall repay to the Agent, on behalf of the Capital Facility Lenders (in each case, together with the payment of all accrued and unpaid interest on the amount of such repayment):

(a) commencing on the Quarter End of October 31, 2024 and on each Quarter End thereafter, an amount equal to 1.25% of the Outstanding Principal under the Capital Facility as at the prior Quarter End; and

(b) the balance of the Outstanding Principal under the Capital Facility on the Capital Facility Maturity Date.

(3) In addition to and without limiting the provisions of Sections 2.15(1) and 2.15(2), commencing with the Fiscal Year End of October 31, 2024, to the extent that the Fixed Charge Coverage Ratio is greater than 1.20:1.00 as at a Fiscal Year End (as confirmed pursuant to the Compliance Certificate delivered in accordance with Section 10.1(e)(iv)), on or prior to the date that is 135 days after the applicable Fiscal Year End, the Canadian Borrower shall repay to the Agent, on behalf of the Capital Facility Lenders, (in each case, together with the payment of all accrued and unpaid interest on the amount of such repayment), an amount equal to Available Cash Flow as at such Fiscal Year End up to a maximum amount of (i) Cdn.$12,500,000 plus (ii) an amount equal to the aggregate Distributions made in excess of Cdn.$5,000,000 during such period.

(4) In addition to and without limiting the provisions of Sections 2.15(1), 2.15(2) and 2.15(3), the Borrowers shall or shall cause each of the following to be paid to the Agent, on behalf of the Lenders, in repayment of the Outstanding Principal under the Credit Facilities and payment of the other outstanding Obligations:

(a) within 90 days after the receipt by a Borrower or another Loan Party, the net proceeds from the disposition of any assets or property sold, leased, transferred or otherwise disposed of by the Canadian Borrower, the U.S. Borrower or any other Loan Party (other than proceeds received in respect of the disposition of assets permitted in Section 10.2(d)(ii) hereof and Permitted Dispositions in each case to the maximum amount permitted in respect thereof as set forth therein) in excess of Cdn.$500,000 in any twelve (12) month period if such proceeds were not reinvested in the business and operations of the Canadian Borrower, the U.S. Borrower or the other Loan Parties during such 90 day period;

(b) within 90 days after the receipt by the Canadian Borrower, the U.S. Borrower or another Loan Party of any insurance payment or proceeds in respect of any property or business interruption insurance if such proceeds were not reinvested in the business and operations of the Canadian Borrower, the U.S. Borrower or the other Loan Parties or used in the repair or replacement of the lost or damaged property in respect of which such insurance proceeds were paid during such 90 day period (except in the case of the net proceeds of crop, revenue and gross margin insurance which shall, in each case, be used for the repayment of Outstanding Principal under the Operating Facility promptly after receipt thereof); and

(c) other than Excluded Debt Issues and Excluded Equity, promptly after the receipt thereof by the Canadian Borrower, the U.S. Borrower or another Loan Party, 100% of the net proceeds of any issue of debt securities or equity by the

Canadian Borrower, the U.S. Borrower or such other Loan Party (excluding any Permitted Debt).

(5) Any optional repayment pursuant to Section 2.14 or mandatory repayment pursuant to Section 2.15(4) shall be applied, firstly, to the Outstanding Principal owing under the Capital Facility and, thereafter, to the Outstanding Principal owing under the Operating Facility (for certainty, without a corresponding reduction in the Commitments under such Credit Facility).

(6) To the extent the Outstanding Principal of Loans denominated in United States Dollars under the Capital Facility exceeds U.S.$100,000,000 at any time (the amount of such excess is herein called the "**Capital Facility Excess**"), the applicable Borrowers shall promptly repay U.S. Base Rate Loans under the Capital Facility in an amount not less than the Capital Facility Excess and if the repayment of all outstanding U.S. Base Rate Loans does not cure the Capital Facility Excess, the provisions of Section 2.17(2) hereof shall apply, *mutatis mutandis*.

2.16 Additional Repayment Terms

(1) If a Borrower shall (a) repay or prepay any SOFR Loan or CORRA Loan on any day other than the last day of the Interest Period for such SOFR Loan or CORRA Loan (which shall only be permitted pursuant to a mandatory prepayment), (b) fail to borrow any SOFR Loan or CORRA Loan in accordance with a Drawdown Notice delivered to the Agent (whether as a result of the failure to satisfy any applicable conditions or otherwise), (c) fail to convert any Loan into a SOFR Loan or CORRA Loan in accordance with a Conversion Notice delivered to the Agent (whether as a result of the failure to satisfy any applicable conditions or otherwise), (d) fail to make any prepayment in accordance with any notice of prepayment delivered to the Agent, (e) fail to pay when due the principal amount of or interest on any SOFR Loan or CORRA Loan or (f) convert a SOFR Loan or CORRA Loan on a day other than on the last day of an Interest Period, then such Borrower shall with regard to any SOFR Loan or CORRA Loan, within three Banking Day after demand by the Agent or any Lender, pay any reasonable costs, expenses, losses, liabilities and fee charged by the Agent or such Lender as a result of such failure, together with accrued interest on such SOFR Loan or CORRA Loan which is repaid or converted prior to the last day of the Interest Period for such SOFR Loan or CORRA Loan. Any Lender, upon becoming entitled to be paid such costs, losses, premiums and expenses, shall deliver to the applicable Borrower and the Agent a certificate of such Lender certifying as to such amounts and, in the absence of manifest error, such certificate shall be conclusive and binding for all purposes.

(2) With respect to the funding of the repayment of unexpired Letters of Credit, it is agreed that the applicable Borrower shall provide for the funding in full of the repayment of unexpired Letters of Credit by paying to and depositing with the Agent cash collateral for each such unexpired Letter of Credit equal to the maximum amount thereof, plus the fees payable pursuant to Sections 7.8(1), 7.8(2) and 7.8(3) through to the expiry of such Letter of Credit, in each case, in the respective currency which the relevant Letter of Credit is denominated; such cash collateral deposited by such Borrower shall be held by the Agent in an interest bearing cash collateral account (including, in the sole discretion of the Fronting Lender in a guaranteed investment certificate account of the Fronting Lender on terms specified by the Fronting Lender) with interest to be credited to the applicable Borrower at rates prevailing at the time of deposit for similar accounts with the Agent. Such cash collateral accounts shall be assigned to the Agent as security for the obligations of the applicable Borrower in relation to such Letters of Credit and the Security Interest of the Agent thereby created in such cash collateral shall rank in priority to all other Security Interests and adverse claims against such cash collateral. Such cash collateral shall be applied to satisfy the obligations of the applicable Borrower for such Letters of Credit as payments are made

thereunder and the Agent is hereby irrevocably directed by the applicable Borrower to so apply any such cash collateral. Amounts held in such cash collateral accounts may not be withdrawn by any Borrower without the consent of the Lenders; however, interest on such deposited amounts shall be for the account of the applicable Borrower and may be withdrawn by the applicable Borrower so long as no Default or Event of Default is then continuing. If after expiry of the Letters of Credit for which such funds are held and application by the Agent of the amounts in such cash collateral accounts to satisfy the obligations of the applicable Borrower hereunder with respect to the Letters of Credit being repaid, any excess remains, such excess shall be promptly paid by the Agent to the applicable Borrower so long as no Default or Event of Default is then continuing.

(3) In lieu of providing cash collateral as aforesaid, the applicable Borrower may provide to the Agent irrevocable standby letter or letters of credit in an aggregate amount equal to the aggregate maximum amount of all unexpired Letters of Credit being repaid and for a term which expires not sooner than 10 Banking Days after the expiry of the Letters of Credit in respect of which such letter(s) of credit are provided; such letters of credit shall be denominated and payable in the currency of the relevant unexpired Letters of Credit and shall be issued by a financial institution and on terms and conditions acceptable to each of the Agent and the Fronting Lender, each in its sole discretion. The Agent is hereby irrevocably authorized and directed to draw upon such letters of credit and apply the proceeds of the same to satisfy the obligations of the applicable Borrower for such unexpired Letters of Credit as payments are made by the Agent, the Fronting Lender and the Lenders thereunder.

2.17 Currency Excess

(1) If the Agent shall determine that the aggregate Outstanding Principal of the outstanding Loans under either Credit Facility exceeds the maximum amount of such Credit Facility (the amount of such excess is herein called the "**Currency Excess**"), then, upon written request by the Agent (which request shall detail the applicable Currency Excess), the applicable Borrowers shall repay an amount of Canadian Prime Rate Loans or U.S. Base Rate Loans under the applicable Credit Facility within (i) if the Currency Excess exceeds 2.5% of the aggregate amount of the Commitments hereunder, 7 Banking Days, and (ii) in all other cases, 20 Banking Days after receipt of such request, such that, except as otherwise contemplated in Section 2.17(2), the Equivalent Amount in Canadian Dollars of such repayments is, in the aggregate, at least equal to the Currency Excess.

(2) If, in respect of any Currency Excess, the repayments made by the Borrowers have not completely removed such Currency Excess (the remainder thereof being herein called the "**Currency Excess Deficiency**"), the Canadian Borrower shall within the aforementioned 7 or 20 Banking Days, as the case may be, after receipt of the aforementioned request of the Agent, place an amount equal to the Currency Excess Deficiency on deposit with the Agent in an interest bearing account with interest at rates prevailing at the time of deposit for the account of the Canadian Borrower, to be assigned to the Agent on behalf of the Lenders by instrument satisfactory to the Agent and, if applicable, to be applied to maturing CORRA Loans or SOFR Loans (converted if necessary at the exchange rate for determining the Equivalent Amount on the date of such application) or held to provide for the funding of unexpired Letters of Credit in accordance with Section 2.16 which shall apply *mutatis mutandis*. The Agent is hereby irrevocably directed by the Canadian Borrower to apply any such sums on deposit to maturing Loans as provided in the preceding sentence. In lieu of providing funds for the Currency Excess Deficiency, as provided in the preceding provisions of this Section, the Canadian Borrower may within the said period of 7 or 20 Banking Days, as the case may be, provide to the Agent an irrevocable standby letter of credit in an amount equal to the Currency Excess Deficiency and for a term which expires not sooner than

10 Banking Days after the date of maturity or expiry, as the case may be, of the relevant SOFR Loans, CORRA Loans or Letters of Credit, as the case may be; such letter of credit for the Currency Excess Deficiency shall be issued by a financial institution, and shall be on terms and conditions, acceptable to the Agent in its sole discretion. The Agent is hereby authorized and directed to draw upon such letter of credit and apply the proceeds of the same to CORRA Loans or SOFR Loans as they mature. Upon the Currency Excess Deficiency being eliminated as aforesaid or by virtue of subsequent changes in the exchange rate for determining the Equivalent Amount, then, provided no Default or Event of Default is then continuing, such funds on deposit, together with interest thereon, or such letters of credit shall be returned to the Canadian Borrower, in the case of funds on deposit, or shall be cancelled or reduced in amount, in the case of letters of credit.

2.18 Hedging with Lenders and Hedging Affiliates

If a Lender or Hedging Affiliate enters into a Financial Instrument with a Borrower or another Loan Party which such Lender or Hedging Affiliate (as the case may be) believes, acting reasonably, in good faith and without any actual notice or knowledge to the contrary, is Permitted Hedging, then each such Lender Financial Instrument and the Lender Financial Instrument Obligations under such Financial Instrument shall be secured by the Security equally and rateably with the Obligations and the Bank Product Obligations, regardless of whether the Borrowers have complied herewith (but, for certainty, without in any manner lessening or relieving the Borrowers from their obligation to comply therewith).

2.19 Replacement of Lenders

(1) The Canadian Borrower shall have the right, at its option, to replace (by causing a Lender under the applicable Credit Facility or Credit Facilities to assign its rights and interests under the applicable Credit Facility or Credit Facilities to additional financial institutions or to existing Lenders under such Credit Facilities which have agreed to increase their Commitments) (i) those Lenders which have not agreed to a consent under, waiver of or proposed amendment to the provisions of the Documents (each, a "**Dissenting Lender**") requested by a Borrower; (ii) those Lenders which have notified the Canadian Borrower and the Agent of an entitlement to receive Additional Compensation under Section 13.4; (iii) those Lenders which, pursuant to Section 13.6, have declared their obligations under this Agreement in respect of any Loan to be terminated; and (iv) any Defaulting Lender (each, a "**Replaceable Lender**"), provided that, notwithstanding the foregoing:

(a) in the case of the replacement or repayment of a Dissenting Lender, the applicable Borrower shall not be entitled to replace or repay a Dissenting Lender unless, after doing so, the requested consent, waiver or amendment would be approved in accordance with the Documents;

(b) the applicable Borrower shall not be entitled to replace or repay a Dissenting Lender unless it is concurrently repaying or replacing all other Dissenting Lenders; and

(c) for certainty, the addition of new financial institutions as Lenders and the increase in Commitments of existing Lenders shall, in each case, require the consent of the Agent and, in the case of the Operating Facility, the Swingline Lender and the Fronting Lender, such consents not to be unreasonably withheld (it being understood that the withholding of consent by the Fronting Lender or the Swingline Lender due to (a) the Fronting Lender's or the Swingline Lender's

concern over the credit quality of the proposed assignee or (b) exposure limits of the Fronting Lender or the Swingline Lender related to the proposed assignee shall, in each case, be deemed to be reasonable).

(2) In connection with the forgoing, the applicable Borrower may require any Replaceable Lender to assign its Commitment under the applicable Credit Facility, its Rateable Portion of all Loans and other Obligations outstanding under such Credit Facility and all of its rights, benefits and interests under the Documents relating thereto (collectively, the "**Assigned Interests**") to (a) any existing Lenders which have agreed to increase their Commitments under such Credit Facility and purchase Assigned Interests, and (b) to the extent the Assigned Interests are not transferred to existing Lenders, financial institutions selected by the applicable Borrower and acceptable to the Agent and, in the case of the Operating Facility, the Swingline Lender and the Fronting Lender, acting reasonably (it being understood that the withholding of consent by the Fronting Lender or Swingline Lender due to (i) such Fronting Lender's or Swingline Lender's concern over the credit quality of the proposed assignee or (ii) exposure limits of such Fronting Lender or Swingline Lender related to the proposed assignee shall, in each case, be deemed to be reasonable). Such assignments shall be effective upon execution of assignment documentation satisfactory to the relevant Replaceable Lender, the assignee, the applicable Borrower and the Agent (each acting reasonably), upon payment to the relevant Replaceable Lender (in immediately available funds) by the relevant assignee of an amount equal to its Rateable Portion of all Obligations being assigned and all accrued but unpaid interest and fees hereunder in respect of those portions of the Loans and Commitments being assigned, upon payment by the relevant assignee to the Agent (for the Agent's own account) of the recording fee contemplated in Section 16.6, and upon provision satisfactory to the Replaceable Lender (acting reasonably) being made for (1) payment at maturity of outstanding CORRA Loans and SOFR Loans and/or (2) any costs, losses, premiums or expenses incurred by such Replaceable Lender by reason of the liquidation or re-deployment of deposits or other funds in respect of CORRA Loans or SOFR Loans outstanding hereunder. Upon such assignment and transfer, the Replaceable Lender shall have no further right, interest, benefit or obligation in respect of such Credit Facility and the assignee thereof shall succeed to the position of such Lender as if the same was an original party hereto in the place and stead of such Replaceable Lender; for such purpose, to the extent that the assignee is not already a party hereto, the assignee shall execute and deliver an Assignment Agreement and such other documentation as may be reasonably required by the Agent and the applicable Borrower to confirm its agreement to be bound by the provisions hereof and to give effect to the foregoing.

2.20 Borrowing Base Limit; Determinations of Borrowing Base

(1) The Canadian Borrower and the U.S. Borrower shall not, on the effective date of a Borrowing Base Certificate, have or allow the Outstanding Principal under the Credit Facilities and the outstanding principal under the Individual Borrower Bilateral Facility, in aggregate, excluding Insured LCs, to exceed the Borrowing Base then in effect.

(2) The Borrowing Base shall be determined and re-determined as follows:

(a) subject to the other provisions of this Section 2.20, the Borrowing Base shall be the amount certified as such in the Borrowing Base Certificate delivered by the Canadian Borrower to the Operating Facility Lenders;

(b) if the Agent does not agree to the amount of the Borrowing Base as certified in the Borrowing Base Certificate, the Agent may re-determine the Borrowing Base (in its sole discretion) and the Agent shall deliver to the Canadian Borrower

written notice of the re-determination of the Borrowing Base along with the Agent's basis for such re-determination (each such notice, a "**Borrowing Base Notice**") (with a copy thereof to each Operating Facility Lender) specifying such re-determined Borrowing Base; and

(c) for certainty, the re-determined Borrowing Base shall be effective immediately upon receipt by the Canadian Borrower of a Borrowing Base Notice delivered pursuant to Section 2.20(2)(b).

(3) If, after a Borrowing Base determination or re-determination, a Borrowing Base Shortfall exists, the Canadian Borrower and the U.S. Borrower will, within 30 days, repay Loans under the Capital Facility to the extent necessary to reduce the Outstanding Principal under the Credit Facilities and outstanding principal under the Individual Borrower Bilateral Facility, in aggregate, by not less than the amount of the Borrowing Base Shortfall.

2.21 Swingline Loans

(1) Subject to the following provisions of this Section, Obligations including overdrafts arising from clearance of cheques or drafts drawn on the Canadian Dollar swingline and overdraft loan accounts and United States Dollar swingline and overdraft loan accounts of the Canadian Borrower and the U.S. Borrower maintained with the Swingline Lender, and designated by the Swingline Lender for such purpose, shall be deemed to be outstanding as Canadian Prime Rate Loans and U.S. Base Rate Loans, respectively, under the Operating Facility (each, a "**Swingline Loan**") provided solely by the Swingline Lender notwithstanding the definition of "Canadian Prime Rate Loan" or "U.S. Base Rate Loan". For certainty, notwithstanding Section 2.6 or 2.14, no Drawdown Notice or Repayment Notice need be delivered by the Canadian Borrower or the U.S. Borrower in respect of Swingline Loans nor shall the requirements of Sections 2.5 and 2.14 with respect to the amounts of Drawdowns or repayments apply thereto.

(2) Except as otherwise specifically provided herein, all references to Canadian Prime Rate Loans and U.S. Base Rate Loans shall include Swingline Loans of the same currency.

(3) Swingline Loans shall be made by the Swingline Lender alone, without assignment to or participation by the other Lenders (except as provided in this Section). All interest payments and principal repayments of or in respect of Swingline Loans shall be solely for the account of the Swingline Lender and shall be paid by the Canadian Borrower and the U.S. Borrower directly to the Swingline Lender notwithstanding anything herein to the contrary. Subject to Section 2.21(6), and to Article 15 and Section 14.1, all costs and expenses relating to the Swingline Loans shall be solely for the account of the Swingline Lender.

(4) The maximum aggregate Outstanding Principal of the Swingline Loans shall be the lesser of:

(a) Cdn.$20,000,000 (or the Equivalent Amount thereof); and

(b) the Swingline Lender's Commitment less the Swingline Lender's Rateable Portion of all outstanding Syndicated Loans.

(5) If the Canadian Borrower or the U.S. Borrower shall request a Syndicated Drawdown and the Swingline Lender's Rateable Portion of such Drawdown would cause the Swingline Lender's Rateable Portion of all Syndicated Loans together with the Swingline Loans then

outstanding to exceed the Swingline Lender's Commitment, then applicable Borrower shall be deemed to have given a Drawdown Notice in respect of the requested Syndicated Drawdown irrevocably directing the Agent to apply the proceeds of such Syndicated Drawdown to the repayment of Swingline Loans to the extent of such excess and the Agent shall make such repayments to the Swingline Lender on behalf of the applicable Borrower on the requested date of such Syndicated Drawdown.

(6) Notwithstanding anything to the contrary herein contained or to any contrary provisions of applicable laws, (a) if an Event of Default occurs or (b) if the Swingline Lender so requires, and there are then outstanding any Swingline Loans, then, effective on the day of notice to that effect to the Agent and the other Operating Facility Lenders from the Swingline Lender, the Canadian Borrower shall be deemed to have requested, and hereby request, a Drawdown of an amount of Syndicated Loans, by way of Canadian Prime Rate Loans and U.S. Base Rate Loans (as applicable), sufficient to repay the Swingline Loans and accrued and unpaid interest in respect thereof, and on the Banking Day immediately following receipt of such notice, the other Operating Facility Lenders shall disburse to the Agent, who shall remit to the Swingline Lender, their Rateable Portions of such amounts and such amounts shall thereupon be deemed to have been advanced by the Operating Facility Lenders to the Canadian Borrower and to constitute Syndicated Loans by way of Canadian Prime Rate Loans or U.S. Base Rate Loans, as the case may be. If a Lender does not disburse to the Agent for the account of the Swingline Lender its Rateable Portion of any amount under this Section then: (i) such Lender shall purchase participations from the Swingline Lender in such Syndicated Loans (without recourse to the Swingline Lender) for an amount or otherwise effect transactions to achieve the financial results contemplated by this Section, and (ii) for the purpose only of any distributions or payments to the Operating Facility Lenders (and not, for greater certainty, for the purposes of any obligations of the Operating Facility Lenders), including any distribution or payment with respect to a Borrower in the event of any enforcement or realization proceedings or any bankruptcy, winding-up, liquidation, arrangement, compromise or composition, the Commitment of such Lender shall be deemed to be nil and the Commitment of the Swingline Lender shall be increased by the Commitment of such Lender until the amounts owed by the Borrowers under the Operating Facility are outstanding to each Lender in accordance with its Rateable Portion determined without regard to this sentence. If any amount disbursed by a Lender under this Section and deemed to have been advanced to a Borrower must be repaid by the Swingline Lender or by the relevant Lender to a Borrower then no reduction of the Swingline Loans as contemplated above shall be deemed to have occurred, but the Operating Facility Lenders shall purchase participations in the Swingline Loans (without recourse to the Swingline Lender) for an amount or otherwise effect transactions to achieve the financial results contemplated by this Section.

(7) For certainty, it is hereby acknowledged and agreed that the Operating Facility Lenders shall be obligated to advance their Rateable Portion of the Drawdown contemplated by Section 2.21(6), to disburse their Rateable Portion of the Syndicated Loans referenced therein and to purchase participations contemplated by such Section irrespective of:

(a) whether a Default or Event of Default is then continuing or whether any other condition in Article 3 is met; and

(b) whether or not the applicable Borrower has, in fact, actually requested such Drawdown (by delivery of a Drawdown Notice or otherwise).

(8) Notwithstanding anything to the contrary herein contained, if the Outstanding Principal of Swingline Loans on any given day is greater than Cdn.$20,000,000 (or the Equivalent

Amount thereof), the Canadian Borrower shall be deemed to have given a Drawdown Notice to the Agent on such day requesting a Syndicated Drawdown by way of Canadian Prime Rate Loans and/or U.S. Base Rate Loans in an amount equal to the Outstanding Principal of Swingline Loans and irrevocably directing the Agent to apply the proceeds of such Syndicated Drawdown to the repayment of Swingline Loans and the Agent shall make such repayments to the Swingline Lender on behalf of the Canadian Borrower on the requested date of such Syndicated Drawdown. The parties hereto acknowledge and agree the Agent shall be under no obligation to comply with this Section 2.21(8) and shall not be in default of its obligations hereunder or under any Document in the event of any non-compliance with this Section 2.21(8).

2.22 Permitted Increase in Operating Facility and Capital Facility

The Canadian Borrower may, at any time and from time to time, increase the maximum amount of the Operating Facility and/or the Capital Facility by (i) adding additional financial institutions as Operating Facility Lenders or Capital Facility Lenders, as applicable, (ii) increasing the Operating Facility Commitments or Capital Facility Commitments, as applicable, of existing Lenders with the consent of such existing Lenders or (iii) any combination thereof. The right to increase the maximum principal amount of the Operating Facility and Capital Facility as aforesaid shall be subject to the following (for each such increase):

(a) no Default or Event of Default shall have occurred and be continuing or would occur immediately after giving effect to the increase and the Canadian Borrower and the U.S. Borrower shall have delivered to the Agent a certificate of an officer of such Borrower confirming the same and confirming (i) its corporate authorization to make such increase, (ii) the truth and accuracy of its representations and warranties contained in Section 9.1 hereof as of such date, other than any such representations and warranties which expressly speak as of an earlier date, (iii) that no consents, approvals or authorizations are required for such increase (except as have been unconditionally obtained and are in full force and effect, unamended), each as at the effective date of such increase and (iv) to the extent the Canadian Borrower or the U.S. Borrower intends to utilize the increase in the Operating Facility or Capital Facility, as applicable (or any portion thereof) concurrently therewith, the calculation of the financial covenants provided for in Section 10.3 hereof after giving effect to such Drawdown;

(b) the Canadian Borrower and the U.S. Borrower shall have delivered to the Agent opinions of their legal counsel in form and substance as may be required by the Agent, acting reasonably (and such opinion shall, *inter alia*, opine as to the corporate authorization of the Canadian Borrower and the U.S. Borrower to effect such increase which authorization may be included in the resolution authorizing the execution, delivery and performance of this Agreement);

(c) any individual increase pursuant to this Section shall be in a minimum amount of Cdn.$5,000,000;

(d) the aggregate of all increases pursuant to this Section shall not exceed Cdn.$50,000,000 and any increase effected pursuant hereto shall not result in the aggregate maximum principal amount of the Credit Facilities and the maximum principal amount of Individual Borrower Bilateral Facility, in aggregate, to exceed the Borrowing Base and any such purported increases over either such amount shall be null and void;

(e) the Agent and, in the case of the Operating Facility, the Fronting Lender and the Swingline Lender shall have consented to any additional financial institution becoming a Lender, such consent of the Agent not to be unreasonably withheld; and

(f) the Canadian Borrower and the U.S. Borrower and the increasing existing Lender or the financial institution being added, as the case may be, shall execute and deliver such documentation as is required by the Agent, acting reasonably, to effect the increase in question (including the partial assignment of Loans or purchase of participations from Lenders to the extent necessary to ensure that, after giving effect to such increase, each Operating Facility Lender and Capital Facility Lender holds its Rateable Portion of each outstanding Loan under the Operating Facility and Capital Facility, as applicable) and, if applicable, to add any such new financial institution as a Lender under the Documents.

2.23 Joint and Several

The obligations of the Canadian Borrower and the U.S. Borrower, including all payment and repayment obligations hereunder, under, pursuant or relating to the Operating Facility and the Capital Facility are joint and several.

2.24 Re-Allocation of Commitments

(1) To the extent the Rateable Portion of the Commitment of each Lender under the Capital Facility is equal to the Rateable Portion of the Commitment of each such Lender under the Operating Facility, the Borrowers, the Agent and the Lenders hereby agree that the Canadian Borrower shall be permitted to provide notice to the Agent and the Lenders of its intention to re-allocate any undrawn portion of the Capital Facility Commitments of all of the Lenders, in a maximum aggregate amount (with all other re-allocations) of Cdn.$30,000,000, to the Operating Facility on a pro rata basis (so that the Operating Facility Commitments of each Lender shall be increased by the their Rateable Portion of the amount of such re-allocation with a corresponding decrease in the Capital Facility Commitments of each Lender) which re-allocation shall be effective upon the Agent circulating a revised Schedule A to the Canadian Borrower and each Lender, which revised Schedule A shall incorporate such re-allocation.

(2) To the extent the Rateable Portion of the Commitment of each Lender under the Operating Facility is equal to the Rateable Portion of the Commitment of each such Lender under the Capital Facility, the Borrowers, the Agent and the Lenders hereby agree that the Canadian Borrower shall be permitted to provide notice to the Agent and the Lenders of its intention to re-allocate an undrawn portion of the Operating Facility Commitments of all of the Lenders, in a maximum aggregate amount (with all other re-allocations) of Cdn.$10,000,000, to the Capital Facility on a pro rata basis (so that the Capital Facility Commitments of each Lender shall be increased by the their Rateable Portion of the amount of such re-allocation with a corresponding decrease in the Operating Facility Commitments of each Lender) which re-allocation shall be effective upon the Agent circulating a revised Schedule A to the Canadian Borrower and each Lender, which revised Schedule A shall incorporate such re-allocation.

2.25 Flood Insurance

(1) Each of the Canadian Borrower and the U.S. Borrower acknowledges and agrees that, if there are any new U.S. Mortgaged Properties since the last date of any increase, extension or renewal of any Commitments), any increase, extension or renewal of any of the Commitments (including the exercise of the accordion pursuant to Section 2.22 or the provision of any other incremental credit facilities hereunder, but excluding (i) any Conversion or Rollover of Advances, (ii) the making of a Loan or (iii) the issuance, renewal or extension of a Letter of Credit) shall be subject to (and conditioned upon): (a) if applicable, the prior delivery of all flood hazard determination certifications, acknowledgements and evidence of flood insurance and other flood-related documentation with respect to such U.S. Mortgaged Properties as required by Flood Insurance Laws and as otherwise reasonably required by the Lenders and (b) if applicable, the Agent shall have received written confirmation from the Lenders that flood insurance due diligence and flood insurance compliance has been completed by the Lenders (such written confirmation not to be unreasonably withheld, conditioned or delayed).

(2) The Loan Parties shall maintain Federal Flood Insurance on any U.S. Mortgaged Property that is in a Special Flood Hazard Area, from such providers, on such terms and in such amounts as required by the Flood Disaster Protection Act as amended from time to time or as otherwise required by the Lenders.

2.26 Lender Acknowledgement

The parties hereto acknowledge that each of Royal Bank of Canada and HSBC Bank Canada are parties to the Existing Credit Agreement and, as of the date hereof, Royal Bank of Canada, in addition to continuing Lender, is the successor in interest to HSBC Bank Canada which is no longer a Lender under such name.

ARTICLE 3 - CONDITIONS PRECEDENT TO DRAWDOWNS

3.1 Conditions Precedent for All Drawdowns

On or before each Drawdown hereunder the following conditions shall be satisfied:

(a) the Agent shall have received a proper and timely Drawdown Notice from the applicable Borrower requesting the Drawdown;

(b) the representations and warranties set forth in Section 9.1 shall be true and accurate in all respects on and as of the date of the requested Drawdown;

(c) no Default or Event of Default shall have occurred and be continuing on and as of the date of the requested Drawdown nor shall the Drawdown result in the occurrence of a Default or Event of Default;

(d) no event has occurred that would reasonably be expected to have a Material Adverse Effect;

(e) after giving effect to the proposed Drawdown, the Outstanding Principal of all Loans outstanding under the relevant Credit Facility shall not exceed the maximum amount of such Credit Facility;

(f) in respect of any Drawdown to finance a the acquisition of Purchased Assets or Shares, the Agent shall have received due diligence materials reasonably requested by the Agent respecting such acquisition including, without limitation, the final executed copy of the applicable purchase and sale agreement; and

(g) with respect to Drawdowns under the Capital Facility to finance the acquisition of real property, if requested by the Agent, the applicable Borrower shall have delivered to the Agent internally prepared and/or independently prepared third party environmental reports covering all real property (for certainty, excluding bare farm land) that is to be acquired with the proceeds of the Drawdown under the Capital Facility, each in form and substance satisfactory to the Agent, acting reasonably.

3.2 Additional Conditions Precedent For Amendment and Restatement

This Agreement shall be effective upon, and the Existing Credit Agreement shall be amended and restated as herein provided upon, the following conditions being satisfied:

(a) all fees which are due and payable to the Agent for its own account shall have been paid to the Agent by the Borrowers including, without limitation, the fees due and payable under the Fee Letter;

(b) all fees and expenses previously agreed to in writing between (i) any Borrower and the Lead Arranger and (ii) any Borrower and the Lenders shall, in each case, be paid by the Borrowers to the Lead Arranger and the Lenders, as applicable, including, without limitation, the fees due and payable under the Fee Letter;

(c) each of the Loan Parties (including, for certainty, Monette Produce Ltd. and Monette Produce, LLC) shall have delivered to the Agent a current certificate of status, compliance or good standing, as the case may be, in respect of its jurisdiction of incorporation, certified copies of its constating documents, by-laws, shareholder agreements and other organizational documents (or, if applicable, confirmation that there have no changes thereto since previously delivered to the Agent) and the resolutions authorizing the new Documents to which it is a party and the transactions thereunder and an Officer's Certificate as to the incumbency of the officers thereof signing the new Documents to which it is a party;

(d) the Family Trust shall have delivered to the Agent certified copies of its trust agreement and other organizational documents (or, if applicable, confirmation that there have no changes thereto since previously delivered to the Agent) and the resolutions authorizing the new Documents to which it is a party and the transactions thereunder and an Officer's Certificate as to the incumbency of the officers thereof signing the new Documents to which it is a party;

(e) the Agent and the Lenders shall have received legal opinions from each of (i) legal counsel to the Loan Parties (including, for certainty, Monette Produce Ltd. and Monette Produce, LLC), the Family Trust and the Individual Borrower (which shall include, without limitation, general corporate or trust opinions on all Loan Parties and the Family Trust, related opinions on the Individual Borrower and enforceability opinions on all new Documents) and (ii) Lenders' Counsel, in each case, in form and substance as may be required by the Lenders in their sole discretion;

(f) the representations and warranties set forth in Section 9.1 shall be true and accurate in all respects and the Canadian Borrower shall have delivered to the Agent and the Lenders an Officer's Certificate certifying the same to the Agent and the Lenders;

(g) (i) no Default or Event of Default shall have occurred and be continuing and (ii) no event has occurred since October 31, 2023 that would reasonably be expected to have a Material Adverse Effect, and the Canadian Borrower shall have delivered to the Agent and the Lenders an Officer's Certificate certifying the same to the Agent and the Lenders;

(h) the Security and other Documents shall have been fully executed and delivered, each in form and substance satisfactory to the Lenders, acting reasonably, which shall include, without limitation:

(i) new Security from each of Monette Produce Ltd. and Monette Produce, LLC:

(ii) an amendment to the existing deed of trust, assignment of leases and rents, security agreement and fixture filing delivered by the U.S. Borrower in respect of real property located in Colorado to, *inter alia*, amend the principal amount of obligations secured thereby;

(iii) an amendment to each existing deed of trust, security agreement and fixture filing delivered by Monette Arizona and Seeds USA in respect of real property located in Arizona to, *inter alia*, amend the principal amount of obligations secured thereby;

(iv) any additional amendments to existing Security required, in the opinion of Lenders' Counsel, in connection with the increase the maximum principal amount of the Credit Facilities effected pursuant hereto; and

(v) confirmations in respect of existing Security,

and, in each case, all registrations, filings and recordings necessary or desirable (as determined by the Lenders' Counsel, acting reasonably) in connection with the Security shall have been made and completed or arrangements, acceptable to Lenders' Counsel, shall have been made in connection therewith;

(i) if applicable, the Loan Parties shall have executed and delivered all notices required under Section 45 of the *Business Corporations Act* (Alberta) and the analogous provisions of *The Business Corporations Act* (Saskatchewan), the

Business Corporations Act (British Columbia) and the *Business Corporations Act* (Ontario);

(j) the Canadian Borrower shall have delivered to the Agent an Officer's Certificate detailing the legal structure and ownership of the Loan Parties (including their shareholders), which certificate shall be in form and substance satisfactory to the Agent and Lenders' Counsel (each acting reasonably);

(k) the Canadian Borrower shall have delivered to the Agent a detailed listing of all Investments made by the Loan Parties and Financial Assistance provided by the Loan Parties to any person, in each case, in the 2024 fiscal year as of the Closing Date, which listing shall be in form and substance satisfactory to the Agent;

(l) the assets and property of the Canadian Borrower, the U.S. Borrower and the other Loan Parties shall be free and clear of all Security Interests except for Permitted Encumbrances and evidence of the foregoing satisfactory to the Agent and the Lenders, each acting reasonably, shall have been received by the Agent and the Lenders;

(m) the Canadian Borrower shall have delivered to the Agent and the Lenders an Officer's Certificate certifying that it has provided to the Agent all pertinent information relating to the Blue Goose Litigation available on the date hereof;

(n) the Agent shall have received a Drawdown Notice and irrevocable direction to pay satisfactory to the Agent from the Canadian Borrower requesting the Drawdown of a Canadian Prime Rate Loan under the Capital Facility at least one Banking Day prior to the Closing Date;

(o) the Canadian Borrower shall have delivered to the Agent (i) combined and consolidated financial forecasts through the extended Maturity Date including a balance sheet, income statement and statement of cash flows, detailed capital and operating expenditure budget and a calculation of the financial covenants contained in Section 10.3 hereof through such term and (ii) , copies of the Loan Parties' audited annual financial statements on a combined and consolidated basis as provided for in Section 10.1(e)(ii) for the 2023 Fiscal Year End;

(p) the Canadian Borrower shall have delivered to the Agent a Borrowing Base Certificate, on a *pro forma* basis after giving effect to the amendment and restatement of the Existing Credit Agreement in the form of this Agreement;

(q) the Borrower shall have delivered to the Agent and Officer's Certificate attached true, correct and complete copies of all material operative documentation relating to the Soderglen VTB, including, without limitation, the mortgage related thereto and any other loan and security documentation, which documentation and certificate shall be in form and substance satisfactory to the Agent and Lenders' Counsel (each acting reasonably); and

(r) the Agent and the Lenders shall have received all such other documentation and information reasonably requested from the Loan Parties (including, for certainty, Monette Produce Ltd. and Monette Produce, LLC), the Family Trust and the

Individual Borrower, including all documentation and other information reasonably requested by any Lender or the Agent, in order to comply with any applicable "know your customer" and Anti-Money Laundering Laws.

3.3 Additional Conditions for Certain Drawdowns under the Capital Facility

In addition to the conditions set forth in Sections 3.1 and 3.2, on or before any Drawdown under the Capital Facility, the following further conditions shall be satisfied:

(a) the applicable Borrower shall have delivered to the Agent all information requested by the Agent with respect to the assets being purchased with the proceeds of the Drawdown and the Agent shall be satisfied with such information including, without limitation, the quality, value and eligibility of such assets;

(b) the applicable Borrower shall have provided to the Agent evidence that proceeds of the Drawdown shall be financing not more than 100% of the (i) cost of the purchased equipment, (ii) lesser of the cost or the market value of the purchased real property (evidenced by the purchase and sale agreement or, if applicable, appraisal, satisfactory to the Agent, acting reasonably) or (iii) costs of the real property improvements (evidenced by invoices for materials and costs of work in place and other documentation satisfactory to the Agent, acting reasonably);

(c) with respect to an asset acquisition, concurrently with the Drawdown, the acquisition of the assets shall have been completed and such assets shall have been conveyed to the applicable Loan Party and the assets and property acquired shall be free and clear of all Security Interests except for Permitted Encumbrances and evidence of the foregoing satisfactory to the Agent, acting reasonably, shall have been received by the Agent;

(d) if requested by the Agent, (i) prior to or concurrently with a Drawdown in the amount of Cdn.$10,000,000 (or the Equivalent Amount thereof) or greater or (ii) within 45 days of a Drawdown in amount less than Cdn.$10,000,000 (or the Equivalent Amount thereof), the applicable Borrower (or the Loan Party acquiring the assets) shall have executed and delivered to the Agent and the Lenders such additional Security as the Agent has determined (in its sole discretion) necessary including, for certainty, land mortgages and (1) all registrations, filings and recordings necessary or desirable (as determined by the Lenders' Counsel, acting reasonably) in connection with such Security shall have been made and completed and (2) the Agent and the Lenders shall have received legal opinions from counsel to the applicable Borrower or such other Loan Party;

(e) the Canadian Borrower shall have delivered to the Agent a Borrowing Base Certificate, on a *pro forma* basis after giving effect to the requested Drawdown; and

(f) if requested by the Agent, the Agent shall have received current certificates of insurance evidencing the insurance required to be maintained by the Borrowers and the other Loan Parties pursuant hereto, which relate to the assets to be acquired listing the Agent as first loss payee and additional insured, as

applicable, and subject to a standard mortgage clause, all in form and substance satisfactory to the Agent.

3.4 Waiver

The conditions set forth in Sections 3.1, 3.2 and 3.3 are inserted for the sole benefit of the Lenders and the Agent and may be waived by the Lenders, in whole or in part (with or without terms or conditions) without prejudicing the right of the Lenders or Agent at any time to assert such waived conditions in respect of any subsequent Drawdown.

ARTICLE 4 - EVIDENCE OF DRAWDOWNS

4.1 Account of Record

The Agent (and, with respect to Swingline Loans, the Swingline Lender on behalf of the Agent) shall open and maintain books of account or electronically stored records evidencing all Loans and all other amounts owing by the Borrowers to the Lenders hereunder. The Agent (or, with respect to Swingline Loans, the Swingline Lender on its behalf) shall enter in the foregoing accounts or records details of all amounts from time to time owing, paid or repaid by the Borrowers hereunder. The information entered in the foregoing accounts or records shall, absent manifest error, constitute *prima facie* evidence of the obligations of the Borrowers to the Lenders hereunder with respect to all Loans and all other amounts owing by the Borrowers to the Lenders hereunder. After a request by a Borrower, the Agent (or, with respect to Swingline Loans, the Swingline Lender on its behalf) shall promptly advise such Borrower of such entries made in the Agent's books of account or electronically stored records.

ARTICLE 5 - PAYMENTS OF INTEREST AND FEES

5.1 Interest on Canadian Prime Rate Loans

Each of the Borrowers shall pay interest on each Canadian Prime Rate Loan owing by it during each Interest Period applicable thereto in Canadian Dollars at a rate per annum equal to the Canadian Prime Rate in effect from time to time during such Interest Period plus the Applicable Pricing Rate. Each determination by the Agent of the Canadian Prime Rate applicable from time to time during an Interest Period shall, in the absence of manifest error, be *prima facie* evidence thereof. Such interest shall accrue daily and shall be payable in arrears on each Interest Payment Date for such Loan for the period from and including the Drawdown Date or the preceding Conversion Date or Interest Payment Date, as the case may be, for such Loan to and including the day preceding such Interest Payment Date and shall be calculated on the principal amount of the Canadian Prime Rate Loan outstanding during such period and on the basis of the actual number of days elapsed in a year of 365 days. Changes in the Canadian Prime Rate shall cause an immediate adjustment of the interest rate applicable to such Loans without the necessity of any notice to any Borrower.

5.2 Interest on U.S. Base Rate Loans

Each of the Borrowers shall pay interest on each U.S. Base Rate Loan owing by it during each Interest Period applicable thereto in United States Dollars at a rate per annum equal to the U.S. Base Rate in effect from time to time during such Interest Period plus the Applicable Pricing Rate. Each determination by the Agent of the U.S. Base Rate applicable from time to time during an Interest Period shall, in the absence of manifest error, be *prima facie* evidence thereof.

Such interest shall be payable in arrears on each Interest Payment Date for such Loan for the period from and including the Drawdown Date or the preceding Conversion Date or Interest Payment Date, as the case may be, for such Loan to and including the day preceding such Interest Payment Date and shall be calculated on the principal amount of the U.S. Base Rate Loan outstanding during such period and on the basis of the actual number of days elapsed in a year of 365 days. Changes in the U.S. Base Rate shall cause an immediate adjustment of the interest rate applicable to such Loans without the necessity of any notice to any Borrower.

5.3 Interest on SOFR Loans

(1) Each SOFR Loan made or maintained by a Lender shall bear interest during each Interest Period it is outstanding (computed on the basis of a year of 360 days and actual days elapsed) on the unpaid principal amount thereof from the date of Drawdown, Conversion or Rollover, as applicable, until maturity (whether by acceleration or otherwise) at a rate per annum equal to the sum of the Applicable Pricing Rate plus the Adjusted Term SOFR applicable to such Interest Period, payable by the applicable Borrower on each Interest Payment Date and at maturity (whether by acceleration or otherwise).

(2) The Agent shall determine each interest rate applicable to SOFR Loans and its determination thereof shall be conclusive and binding except in the case of manifest error. In connection with the use or administration of Term SOFR, the Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Document. The Agent will promptly notify the Canadian Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

5.4 Interest on Daily Compounded CORRA Loans

(1) Each Daily Compounded CORRA Loan made or maintained by a Lender shall bear interest during each Interest Period it is outstanding (computed on the basis of the actual number of days elapsed in a year of 365 days) on the unpaid principal amount thereof from the date of Drawdown, Conversion or Rollover, as applicable, until maturity (whether by acceleration or otherwise) at a rate per annum equal to the sum of the Applicable Pricing Rate plus the Adjusted Daily Compounded CORRA applicable to such Interest Period, payable by the applicable Borrower on each Interest Payment Date and at maturity (whether by acceleration or otherwise).

(2) The Agent shall determine each interest rate applicable to Daily Compounded CORRA Loans and its determination thereof shall be conclusive and binding except in the case of manifest error. In connection with the use or administration of Adjusted Daily Compounded CORRA, the Agent will have the right to make Cdn. Benchmark Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Document, any amendments implementing such Cdn. Benchmark Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Document. The Agent will promptly notify the Canadian Borrower and the Lenders of the effectiveness of any Cdn. Benchmark Conforming Changes in connection with the use or administration of Adjusted Daily Compounded CORRA.

5.5 Interest on Term CORRA Loans

(1) Each Term CORRA Loan made or maintained by a Lender shall bear interest during each Interest Period it is outstanding (computed on the basis of the actual number of days elapsed in a year of 365 days) on the unpaid principal amount thereof from the date of Drawdown, Conversion or Rollover, as applicable, until maturity (whether by acceleration or otherwise) at a rate per annum equal to the sum of the Applicable Pricing Rate plus the Adjusted Term CORRA applicable to such Interest Period, payable by the applicable Borrower on each Interest Payment Date and at maturity (whether by acceleration or otherwise).

(2) The Agent shall determine each interest rate applicable to Term CORRA Loans and its determination thereof shall be conclusive and binding except in the case of manifest error. In connection with the use or administration of Adjusted Term CORRA, the Agent will have the right to make Cdn. Benchmark Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Document, any amendments implementing such Cdn. Benchmark Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Document. The Agent will promptly notify the Canadian Borrower and the Lenders of the effectiveness of any Cdn. Benchmark Conforming Changes in connection with the use or administration of Adjusted Term CORRA.

5.6 *Interest Act* (Canada); Conversion of 360 Day Rates

(1) Whenever a rate of interest or other rate per annum hereunder is expressed or calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

(2) Whenever a rate of interest or other rate per annum hereunder is expressed or calculated on the basis of a year of 360 days, such rate of interest or other rate shall be expressed as a rate per annum, calculated on the basis of a 365 day year, by multiplying such rate of interest or other rate by 365 and dividing it by 360.

(3) The Agent agrees that, if requested in writing by a Borrower, it will calculate the nominal and effective per annum rate of interest on any Loan outstanding at the time of such request and provide such information to such Borrower within a reasonable time following such request; provided that any error in any such calculation, or any failure to provide such information on request, shall not relieve any Borrower of any of its obligations under this Agreement or any other Document, nor result in any liability to the Agent or any Lender.

(4) The Borrowers:

(a) confirm and represent and warrant that (i) this Agreement, including, without limitation, Article 5 hereof, and the constituent definitions herein and under the other Documents relating to interest and other amounts payable hereunder and thereunder, satisfies the requirements of section 4 of the *Interest Act* (Canada) to the extent that such section 4 of the *Interest Act* (Canada) applies to the expression, statement or calculation of any rate of interest or other rate per annum hereunder or under any other Document and (ii) they fully understand and are able to calculate the rate

of interest applicable to the Credit Facilities based on the methodology for calculating per annum rates provided for in this Agreement; and

(b) hereby irrevocably agree not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to the Documents, that the interest payable under this Agreement and the calculation thereof has not been adequately disclosed to any Borrower, whether pursuant to section 4 of the *Interest Act* (Canada) or any other applicable law or legal principle.

5.7 Nominal Rates; No Deemed Reinvestment

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Agreement; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after maturity, default and judgment. The rates of interest specified in this Agreement are intended to be nominal rates and not effective rates. Interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

5.8 Standby Fees

(1) The Borrowers shall pay to the Agent for the account of the relevant Lenders a standby fee in Canadian Dollars in respect of the Operating Facility calculated at a rate per annum equal to the Applicable Pricing Rate on the amount, if any, by which the average daily amount of the Outstanding Principal under such Credit Facility in the period of determination is less than the maximum amount of the Operating Facility. Fees determined in accordance with this Section shall accrue daily from and after the date hereof and be payable by the Borrowers quarterly in arrears on the last Banking Day of each fiscal quarter and on cancellation in full of the Operating Facility and on the Operating Facility Maturity Date.

(2) The Borrowers shall pay to the Agent for the account of the relevant Lenders a standby fee in Canadian Dollars in respect of the Capital Facility calculated at a rate per annum equal to the Applicable Pricing Rate on the amount, if any, by which the average daily amount of the Outstanding Principal under the Capital Facility in the period of determination is less than the maximum amount of the Capital Facility. Fees determined in accordance with this Section shall accrue daily from and after the date hereof and be payable by the Borrowers quarterly in arrears on the last Banking Day of each fiscal quarter and on cancellation in full of the Capital Facility and on the Capital Facility Maturity Date.

(3) As of: (i) the last Banking Day of each fiscal quarter, (ii) the date of any cancellation in full of the Operating Facility or the Capital Facility and (iii) the Operating Facility Maturity Date, and the Capital Facility Maturity Date, the Agent shall determine the standby fees under this Section in respect of the Operating Facility and the Capital Facility for the period from and including the date hereof or the date of the immediately preceding determination, as the case may be, to but excluding that date of determination and shall deliver to the Canadian Borrower an accounting thereof. The Canadian Borrower and the U.S.s Borrower each hereby authorizes the Agent to debit the applicable accounts of such Borrower in payment of such standby fees.

5.9 Agent's Fees

The Canadian Borrower shall pay to the Agent, for its own account, until the Credit Facilities have been fully cancelled and all Obligations hereunder have been paid in full, the

non-refundable agency fees in the amounts and at the times specified in writing from time to time between the Canadian Borrower and the Agent including pursuant to the Fee Letter.

5.10 Interest on Overdue Amounts

Notwithstanding any other provision hereof, in the event that any amount due hereunder (including, without limitation, any interest payment) is not paid when due (whether by acceleration or otherwise), the applicable Borrower shall pay interest on such unpaid amount (including, without limitation, interest on interest), if and to the fullest extent permitted by applicable law, from the date that such amount is due until the date that such amount is paid in full (but excluding the date of such payment if the payment is received for value at the required place of payment on the date of such payment), and such interest shall accrue daily, be calculated and compounded monthly and be payable on demand, after as well as before maturity, default and judgment, at a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable on Canadian Prime Rate Loans plus 2.0% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable on U.S. Base Rate Loans plus 2.0% per annum.

5.11 Waiver

To the extent permitted by applicable law, the covenant of each of the Borrowers to pay interest at the rates provided herein shall not merge in any judgment relating to any obligation of the any Borrower to the Lenders or the Agent and any provision of the *Interest Act* (Canada) or *Judgment Interest Act* (Alberta) which restricts any rate of interest set forth herein shall be inapplicable to this Agreement and is hereby waived by each of the Borrowers.

5.12 Maximum Rate Permitted by Law

No interest or fee to be paid hereunder shall be paid at a rate exceeding the maximum rate permitted by applicable law. In the event that such interest or fee exceeds such maximum rate, such interest or fees shall be reduced or refunded, as the case may be, so as to be payable at the highest rate recoverable under applicable law.

ARTICLE 6 – *INTENTIONALLY DELETED*

ARTICLE 7- LETTERS OF CREDIT

7.1 Availability

(1) Subject to the provisions hereof, the applicable Borrowers may require that Letters of Credit be issued under the Operating Facility in accordance with the Drawdown Notices and Rollover Notices of the applicable Borrower; provided that the Outstanding Principal of Letters of Credit outstanding under the Operating Facility shall not exceed Cdn.$12,000,000 (or the Equivalent Amount thereof). The issuance of Letters of Credit shall constitute Drawdowns or Rollovers (as applicable) hereunder and shall reduce the availability of the Operating Facility by the aggregate Outstanding Principal of Letters of Credit under the Operating Facility.

(2) Notwithstanding the foregoing or any other provision hereof (including Section 2.1) and in addition thereto, the applicable Borrower may request that any Letter of Credit to be issued hereunder be issued in the name of any other Loan Party provided that, notwithstanding that any Letter of Credit is issued in the name of such other Loan Party, all obligations relating to each such

Letter of Credit, including, for certainty, reimbursement obligations, shall remain the obligations of the Borrowers.

7.2 Currency, Type, Form and Expiry

Letters of Credit issued pursuant hereto shall be denominated in Canadian Dollars or United States Dollars and amounts payable thereunder shall be paid in the currency in which the Letter of Credit is denominated. A Letter of Credit issued hereunder shall be issued by the Fronting Lender. Letters of Credit shall be in a form satisfactory to the Fronting Lender, acting reasonably, and shall have an expiration date not in excess of one year from the date of issue and, in any event, not later than the then current Operating Facility Maturity Date. On the Operating Facility Maturity Date, the Borrowers shall provide or cause to be provided to the Agent cash collateral or letters of credit (or any combination thereof) in accordance with the provisions of Section 2.16(2) in an amount equal to or greater than the aggregate undrawn amount of all unexpired Letters of Credit outstanding under the Operating Facility; such cash collateral and letters of credit shall be held by the Agent and be applied in accordance with said Section 2.16(2) in satisfaction of and security for the Obligations of the applicable Borrower for such unexpired Letters of Credit.

7.3 No Conversion

Except as provided in Section 7.6, a Borrower may not effect a Conversion of a Letter of Credit.

7.4 Letter of Credit Provisions

(1) The Fronting Lender will exercise and give the same care and attention to each Letter of Credit issued by it hereunder as it gives to its other letters of credit and similar obligations, and the sole liability to each Lender shall be to promptly return to the Agent for the account of the Lenders, each Lender's Rateable Portion of any payments made to the Fronting Lender by the applicable Borrower hereunder (other than the fees and amounts payable to the Fronting Lender for its own account) if such Borrower has made a payment to the Fronting Lender hereunder. Each Lender agrees that, in paying any drawing under Letter of Credit, the Fronting Lender shall not have any responsibility to obtain any document (other than as expressly required by such Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of any person delivering any such document. Neither the Fronting Lender nor any of its representatives, officers, employees or agents shall be liable to any Lender for:

(a) any action taken or omitted to be taken in connection herewith at the request or with the approval of the Lenders;

(b) any action taken or omitted to be taken in connection with any Letter of Credit in the absence of gross negligence or wilful misconduct; or

(c) the execution, effectiveness, genuineness, validity, or enforceability of any Letter of Credit, or any other document contemplated thereby.

The Fronting Lender shall not incur any liability by acting in reliance upon any notice, consent, certificate, statement or other writing (which may be a bank wire, telex or similar writing) believed by it to be genuine or to be signed by the proper person or persons.

(2) The Canadian Borrower and the U.S. Borrower and each Lender hereby authorize the Fronting Lender to review on behalf of each Lender each draft and other document presented under each Letter of Credit. The determination of the Fronting Lender as to the conformity of any documents presented under a Letter of Credit to the requirements of such Letter of Credit shall, in the absence of the Fronting Lender's gross negligence or wilful misconduct, be conclusive and binding on the applicable Borrower and, if applicable, each Lender. The Fronting Lender shall, within a reasonable time following its receipt thereof, examine all documents purporting to represent a demand for payment under any Letter of Credit. The Fronting Lender shall promptly after such examination:

(a) notify the Agent and the applicable Borrower by telephone (confirmed in writing) of such demand for payment;

(b) deliver to the Agent a copy of each document purporting to represent a demand for payment under such Letter of Credit; and

(c) notify the Agent and the applicable Borrower whether said demand for payment was properly made under such Letter of Credit.

7.5 Records

The Agent and the Fronting Lender shall maintain records showing the undrawn and unexpired amount of each Letter of Credit outstanding hereunder and each Lender's share of such amount and showing for each Letter of Credit issued hereunder:

(a) the dates of issuance and expiration thereof;

(b) if such Letter of Credit was not issued in the name of a Borrower, the name of the applicable Loan Party whose name such Letter of Credit is issued under;

(c) the amount thereof; and

(d) the date and amount of all payments made thereunder.

The Agent and the Fronting Lender shall make copies of such records available to an applicable Borrower or to any Lender upon its request.

7.6 Reimbursement or Conversion on Presentation

On presentation of a Letter of Credit and payment thereunder by the Fronting Lender, the applicable Borrower shall forthwith pay to and reimburse the Fronting Lender for all amounts paid pursuant to such Letter of Credit; failing such payment, the applicable Borrower shall be deemed to have effected a Conversion of such Letter of Credit into: (a) a Canadian Prime Rate Loan, in the case of a Letter of Credit denominated in Canadian Dollars, and (b) a U.S. Base Rate Loan, in the case of a Letter of Credit denominated in United States Dollars, in each case, under the Operating Facility and to the extent of the payment by the Lenders or the Fronting Lender thereunder.

7.7 Fronting Lender Indemnity

(1) If the Fronting Lender makes payment under any Letter of Credit and the applicable Borrower does not fully reimburse the Fronting Lender on or before the date of payment, then Section 7.6 shall apply to deem a Loan to be outstanding to the applicable Borrower under this Agreement in the manner herein set out. Each Lender shall, on request by the Fronting Lender, immediately pay to the Fronting Lender an amount equal to such Lender's Rateable Portion of the amount paid by the Fronting Lender such that each Lender is participating in the deemed Loan in accordance with its Rateable Portion and, for certainty, regardless of whether any Default or Event of Default is then outstanding or whether any other condition to the making of a Loan has been satisfied or not.

(2) Each Lender shall immediately on demand indemnify the Fronting Lender to the extent of such Lender's Rateable Portion of any amount paid or liability incurred by the Fronting Lender under each Letter of Credit issued by it to the extent that the applicable Borrower does not fully reimburse the Fronting Lender therefor.

(3) For certainty, the obligations in this Section 7.7 shall continue as obligations of those Lenders who were Lenders at the time when each such Letter of Credit was issued notwithstanding that such Lender may assign its rights and obligations hereunder, unless the Fronting Lender specifically releases such Lender from such obligations in writing.

7.8 Fees and Expenses

(1) The applicable Borrower shall pay to the Agent for the account of the relevant Lenders in respect of Letters of Credit issued hereunder, an issuance fee payable quarterly in arrears calculated at a rate per annum equal to the Applicable Pricing Rate and on the average daily amount of each such Letter of Credit for the number of days which such Letter of Credit will be outstanding in the year of 365 days in which the Letter of Credit is issued; provided that the minimum issuance fee for each such Letter of Credit shall be Cdn.$350 for Letter of Credit denominated in Canadian Dollars and U.S.$350 for Letter of Credit denominated in United States Dollars.

(2) The applicable Borrower shall pay to the Agent for the account of the Fronting Lender, as consideration for the issuance of any Letter of Credit, a fronting fee payable quarterly in arrears (on the last Banking Day each fiscal quarter, on the date of cancellation of the Operating Facility and on the Operating Facility Maturity Date) calculated at a rate per annum as agreed to between the Canadian Borrower and the Fronting Lender, including pursuant to the Fee Letter, on the amount of each such Letter of Credit for the number of days which such Letter of Credit will be outstanding in the year of 365 days in which the Letter of Credit is issued.

(3) In addition, with respect to all Letters of Credit, the applicable Borrower shall from time to time pay to the Fronting Lender its usual and customary fees and charges (at the then prevailing rates) for the amendment, delivery and administration of letters of credit such as the Letters of Credit and shall pay and reimburse the Agent, the Fronting Lender and the Lenders for any out-of-pocket costs and expenses incurred in connection with any Letter of Credit, including in connection with any payment thereunder.

7.9 Additional Provisions

(1) Indemnity and No Lender Liability

The Borrowers shall each indemnify and save harmless the Lenders, the Fronting Lender and the Agent against all claims, losses, costs, expenses or damages to the Lenders, the Fronting Lender and the Agent arising out of or in connection with any Letter of Credit, the issuance thereof, any payment thereunder or any action taken by the Lenders, the Fronting Lender or the Agent or any other person in connection therewith, including all costs relating to any legal process or proceeding instituted by any party restraining or seeking to restrain the issuer of a Letter of Credit or the Agent from accepting or paying any Draft or any amount under any such Letter of Credit, except as a result of the Agent's, the Lenders' or the Fronting Lender's (as applicable) gross negligence or wilful misconduct. The Borrowers each also agrees that the Lenders, the Fronting Lender and the Agent shall have no liability to it or any Subsidiary for any reason in respect of or in connection with any Letter of Credit, the issuance thereof, any payment thereunder or any other action taken by the Lenders, the Fronting Lender or the Agent or any other person in connection therewith, except as a result of the Agent's, the Lenders' or the Fronting Lender's (as applicable) gross negligence or wilful misconduct.

(2) No Obligation to Inquire

The Borrowers each hereby acknowledges and confirms to the Fronting Lender, the Agent and the Lenders that the Fronting Lender, the Agent and the Lenders shall not be obliged to make any inquiry or investigation as to the right of any beneficiary to make any claim or Draft or request any payment under a Letter of Credit and payment pursuant to a Letter of Credit shall not be withheld by reason of any matters in dispute between the beneficiary thereof and a Borrower or any other Loan Party. The sole obligation of the Fronting Lender, the Agent and the Lenders with respect to Letters of Credit is to cause to be paid a Draft drawn or purporting to be drawn in accordance with the terms of the applicable Letter of Credit and for such purpose the Fronting Lender or the Agent, as the case may be, is only obliged to determine that the Draft purports to comply with the terms and conditions of the relevant Letter of Credit.

The Fronting Lender, the Agent and the Lenders shall not have any responsibility or liability for or any duty to inquire into the form, sufficiency (other than to the extent provided in the preceding paragraph), authorization, execution, signature, endorsement, correctness (other than to the extent provided in the preceding paragraph), genuineness or legal effect of any Draft, certificate or other document presented to it pursuant to a Letter of Credit and the Borrowers and the other Loan Parties unconditionally assume all risks with respect to the same. The Borrowers each agree that it assumes all risks of the acts or omissions of the beneficiary of any Letter of Credit with respect to the use by such beneficiary of the relevant Letter of Credit. The Borrowers each further agree that neither the Agent nor any Lender, including the Fronting Lender, nor any of their respective officers, directors or correspondents will assume liability for, or be responsible for:

(a) the validity, correctness, genuineness or legal effect of any document or instrument relating to any Letter of Credit, even if such document or instrument should in fact prove to be in any respect invalid, insufficient, inaccurate, fraudulent or forged;

(b) the failure of any document or instrument to bear any reference or adequate reference to any Letter of Credit;

(c) any failure to note the amount of any Draft on any Letter of Credit or on any related document or instrument; any failure of the beneficiary of any Letter of Credit to meet the obligations of such beneficiary to the applicable Borrower, any other Loan Party or any other person;

(d) any errors, inaccuracies, omissions, interruptions or delays in transmission or delivery of any messages, directions or correspondence by mail, facsimile or otherwise, whether or not they are in cipher;

(e) any inaccuracies in the translation of any messages, directions or correspondence or for errors in the interpretation of any technical terms; or

(f) any failure by the Agent or any Lender, including the Fronting Lender, to make payment under any Letter of Credit as a result of any law, control or restriction rightfully or wrongfully exercised or imposed by any domestic or foreign court or government or Governmental Authority or as a result of any other cause beyond the control of the Agent or any Lender, including the Fronting Lender, or their respective officers, directors or correspondents.

(3) Obligations Unconditional

The obligations of the Borrowers hereunder with respect to all Letters of Credit shall be absolute, unconditional and irrevocable and shall not be reduced by any event, circumstance or occurrence, including any lack of validity or enforceability of a Letter of Credit, or any Draft paid or acted upon by the Fronting Lender, the Agent, the Lenders or any of their respective correspondents being fraudulent, forged, invalid or insufficient in any respect (except with respect to their gross negligence or wilful misconduct or payment under a Letter of Credit other than in substantial compliance herewith), or any set-off, defenses, rights or claims which the applicable Borrower or any other Loan Party may have against any beneficiary or transferee of any Letter of Credit. The obligations of the Borrowers hereunder shall remain in full force and effect and shall apply to any alteration to or extension of the expiration date of any Letter of Credit or any Letter of Credit issued to replace, extend or alter any Letter of Credit.

(4) Other Actions

Any action, inaction or omission taken or suffered by the Fronting Lender, the Agent or any Lender or by any of their respective correspondents under or in connection with a Letter of Credit or any Draft made thereunder, if in good faith and in conformity with foreign or domestic laws, regulation or customs applicable thereto shall be binding upon the Borrowers and the other Loan Parties and shall not place the Fronting Lender, the Agent, any Lender or any of their respective correspondents under any resulting liability to such Borrower or any other Loan Party. Without limiting the generality of the foregoing, the Fronting Lender, the Agent, any Lender and their respective correspondents may receive, accept or pay as complying with the terms of a Letter of Credit, any Draft thereunder, otherwise in order which may be signed by, or issued to, the administrator or any executor of, or the trustee in bankruptcy of, or the receiver for any property of, or any person or entity acting as a representative or in the place of, such beneficiary or its successors and assigns. The Borrowers each covenant that it will not take, and will not permit any other Loan Party to take, any steps, issue any instructions to the Fronting Lender, the Agent, any Lender or any of their respective correspondents or institute any proceedings intended to derogate from the right or ability of the Fronting Lender, the Agent, any Lender or their respective correspondents to honour and pay any Letter of Credit or any Drafts.

(5) Payment of Contingent Liabilities

The applicable Borrower shall pay to the Agent an amount equal to the maximum amount available to be drawn under any unexpired Letter of Credit which becomes the subject of any order, judgment, injunction or other such determination (an "**Order**"), or any petition, proceeding or other application for any Order by such Borrower, any other Loan Party or any other party, restricting payment under and in accordance with such Letter of Credit or extending the Fronting Lender's or Lenders' liability, as the case may be, under such Letter of Credit beyond the expiration date stated therein; payment in respect of each such Letter of Credit shall be due forthwith upon demand in the currency in which such Letter of Credit is denominated.

Any amount paid to the Agent pursuant to the preceding paragraph shall be held by the Agent in interest bearing cash collateral accounts (with interest payable for the account of the applicable Borrower at the rates and in accordance with the then prevailing practices of the Agent for accounts of such type) as continuing security for the Obligations and shall, prior to an Event of Default be applied by the Agent against the Obligations for, or (at the option of the Agent) be applied in payment of, such Letter of Credit if payment is required thereunder; after an Event of Default the Agent may apply such amounts, firstly, against any Obligations in respect of the relevant Letter of Credit, and, after satisfaction of such Obligations or expiry of such Letter of Credit, against any other Obligations as it sees fit or as is directed by the Lenders.

The Agent shall release to the applicable Borrower any amount remaining in the cash collateral accounts after applying the amounts necessary to discharge the Obligations relating to such Letter of Credit, upon the later of:

(a) the date on which any final and non-appealable order, judgment or other determination has been rendered or issued either terminating any applicable Order or permanently enjoining the Fronting Lender or Lenders, as the case may be, from paying under such Letter of Credit;

(b) the earlier of:

(i) the date on which either the original counterpart of such Letter of Credit is returned to the Fronting Lender for cancellation or the Fronting is released by the beneficiary thereof from any other obligation in respect of such Letter of Credit; and

(ii) the expiry of such Letter of Credit; and

(c) if an Event of Default has occurred, the payment and satisfaction of all Obligations and the cancellation or termination of the Operating Facility.

(6) No Consequential Damages

Notwithstanding any other provision of the Documents to the contrary, the Fronting Lender, the Agent and the Lenders shall not be liable to any Borrower or any other Loan Party for any consequential, indirect, punitive or exemplary damages with respect to action taken or omitted to be taken by any of them under or in respect of any Letter of Credit.

(7) Uniform Customs and Practice

The Uniform Customs and Practice for Documentary Credits as most recently published by the International Chamber of Commerce (the "**Uniform Customs**") shall in all respects apply to each Letter of Credit unless expressly provided to the contrary therein and shall be deemed for such purpose to be a part of this Agreement as if fully incorporated herein. In the event of any conflict or inconsistency between the Uniform Customs and the governing law of this Agreement, the Uniform Customs shall, to the extent permitted by applicable law, prevail to the extent necessary to remove the conflict or inconsistency.

7.10 Certain Notices to the Agent with Respect to Letters of Credit

(1) The Fronting Lender (if other than the Agent) shall forthwith advise the Agent of any payment under, or cancellation of (whether full or partial), any Letter of Credit issued by the Fronting Lender pursuant hereto.

(2) For certainty, all Rollover Notices requesting a Rollover of a Letter of Credit shall be delivered to the Agent (rather than directly to the Fronting Lender) and, in addition to the other provisions hereof applicable to such a Rollover, no Rollover of a Letter of Credit shall be made unless a Rollover Notice is given to the Agent in accordance with Section 2.6(d).

ARTICLE 8
PLACE AND APPLICATION OF PAYMENTS

8.1 Place of Payment of Principal, Interest and Fees; Payments to Agent

All payments of principal, interest, fees and other amounts to be made by the Borrowers to the Agent and the Lenders pursuant to this Agreement shall be made to the Agent without set-off, counterclaim, deduction or reduction of any nature or kind whatsoever (for, as applicable, the account of the relevant Lenders or its own account) in the currency in which the Loan is outstanding for value on the day such amount is due, and if such day is not a Banking Day on the Banking Day next following, by deposit or transfer thereof to the applicable Agent's Accounts or at such other place as the Canadian Borrower and the Agent may from time to time agree. Notwithstanding anything to the contrary expressed or implied in this Agreement, the receipt by the Agent in accordance with this Agreement of any payment made by a Borrower for the account of any of the Lenders shall, insofar as such Borrower's obligations to the relevant Lenders are concerned, be deemed also to be receipt by such Lenders and such Borrower shall have no liability in respect of any failure or delay on the part of the Agent in disbursing and/or accounting to the relevant Lenders in regard thereto.

8.2 Designated Accounts of the Lenders

All payments of principal, interest, fees or other amounts to be made by the Agent to the applicable Lenders pursuant to this Agreement shall be made for value on the day required hereunder, provided the Agent receives funds from the applicable Borrower for value on such day, and if such funds are not so received from such Borrower or if such day is not a Banking Day, on the Banking Day next following, by deposit or transfer thereof at the time specified herein to the account of each applicable Lender designated by such Lender to the Agent for such purpose or to such other place or account as the Lenders may from time to time notify the Agent.

8.3 Funds

Each amount advanced, disbursed or paid hereunder shall be advanced, disbursed or paid, as the case may be, in such form of funds as may from time to time be customarily used in Calgary, Alberta, Toronto, Ontario and New York, New York in the settlement of banking transactions similar to the banking transactions required to give effect to the provisions of this Agreement on the day such advance, disbursement or payment is to be made (for certainty, each such amount advanced, disbursed or paid, as the case may be, shall be in immediately available funds to the extent possible in the relevant jurisdiction).

8.4 Application of Payments

Except as otherwise agreed in writing by the Lenders, if any Event of Default shall occur and be continuing, all payments made by the Borrowers to the Agent and the Lenders (for certainty, after any distribution in accordance with Section 12.7, if applicable) shall be applied in the following order:

(a) to amounts due hereunder as fees other than issuance fees for Letters of Credit;

(b) to amounts due hereunder as costs and expenses;

(c) to amounts due hereunder as default interest;

(d) to amounts due hereunder as interest or issuance fees for Letters of Credit; and

(e) to amounts due hereunder as principal (including reimbursement obligations in respect of Letters of Credit).

8.5 Payments Clear of Taxes

(1) Any and all payments by the Borrowers to the Agent or the Lenders hereunder shall be made free and clear of, and without deduction or withholding for or on account of, any and all present or future Taxes and all liabilities with respect thereto imposed, levied, collected, withheld or assessed by any Governmental Authority or under the laws of any international tax authority imposed on the Agent or the Lenders, or by or on behalf of the foregoing (and, for greater certainty, nothing in this Section 8.5(1) shall make the Borrowers liable for any taxes imposed on or measured by the recipient's overall net income or capital). In addition, the Borrowers agree to pay any present or future stamp, transfer, registration, excise, issues, documentary or other taxes, charges or similar levies which arise from any payment made under this Agreement or the Loans or in respect of the execution, delivery or registration or the compliance with this Agreement or the other Documents contemplated hereunder other than taxes imposed on or measured by the recipient's overall net income or capital. The Borrowers shall indemnify and hold harmless the Agent and the Lenders for the full amount of all of the foregoing Taxes or other amounts paid or payable by the Agent or the Lenders and any liability (including penalties, interest, additions to tax and reasonable out-of-pocket expenses) resulting therefrom or with respect thereto which arise from any payment made under or pursuant to this Agreement or the Loans or in respect of the execution, delivery or registration of, or compliance with, this Agreement or the other Documents other than taxes imposed on or measured by the recipient's overall net income or capital.

(2) If a Borrower shall be required by law to deduct or withhold any amount from any payment or other amount required to be paid to the Agent or the Lenders hereunder, or if any

liability therefor shall be imposed or shall arise from or in respect of any sum payable hereunder, then the sum payable to the Agent or the Lenders hereunder shall be increased as may be necessary so that after making all required deductions, withholdings, and additional income tax payments attributable thereto (including deductions, withholdings or income tax payable for additional sums payable under this provision) the Agent or the Lenders, as the case may be, receive an amount equal to the amount they would have received had no such deductions or withholdings been made or if such additional taxes had not been imposed; in addition, the applicable Borrower shall pay the full amount deducted or withheld for such liabilities to the relevant taxation authority or other authority in accordance with applicable law, such payment to be made (if the liability is imposed on such Borrower) for its own account or (if the liability is imposed on the Agent or the Lenders) on behalf of and in the name of the Agent or the Lenders, as the case may be. If the liability is imposed on the Agent or the Lenders, the applicable Borrower shall deliver to the Agent or the Lenders evidence satisfactory to the Agent or the Lenders, acting reasonably, of the payment to the relevant taxation authority or other authority of the full amount deducted or withheld.

(3) Each Lender shall use reasonable efforts to contest (to the extent contestation is reasonable) such imposition or assertion of such Taxes and shall reimburse to the applicable Borrower the amount of any reduction of Taxes, to the extent of amounts that have been paid by such Borrower in respect of such Taxes in accordance with this Agreement, as a result of such contestation and, provided that, no Lender shall have any obligation to expend its own funds, suffer any economic hardship or take any action detrimental to its interests (as determined by the relevant Lender in its sole discretion, acting reasonably) in connection therewith unless it shall have received from the applicable Borrower payment therefor or an indemnity with respect thereto, satisfactory to it.

(4) If a payment made to a Lender under any Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the U.S. Code, as applicable), such Lender shall deliver to the applicable Borrower and the Agent at the time or times prescribed by law and at such time or times requested by such Borrower or the Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the U.S. Code) and such additional documentation requested by such Borrower or the Agent as may be necessary for such Borrower and the Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Each Lender shall promptly advise the Canadian Borrower and the Agent when it becomes aware of any non-compliance.

8.6 Set Off

(1) In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, upon the occurrence of an Event of Default which remains unremedied (whether or not the Loans have been accelerated hereunder), the Agent and each Lender shall have the right (and are hereby authorized by the each of the Borrowers) at any time and from time to time to combine all or any of such Borrower's accounts with the Agent or the Lender, as the case may be, and to set off and to appropriate and to apply any and all deposits (general or special, term or demand) including, but not limited to, indebtedness evidenced by certificates of deposit whether matured or unmatured, and any other indebtedness at any time held by such Borrower or owing by such Lender or the Agent, as the case may be, to or for the credit or account of such Borrower against and towards the satisfaction of any Obligations owing by such

Borrower, and may do so notwithstanding that the balances of such accounts and the liabilities are expressed in different currencies, and the Agent and each Lender are hereby authorized to effect any necessary currency conversions at the rate of exchange announced by the Bank of Canada at approximately the end of business (Toronto time) on the Banking Day before the day of conversion.

(2) The Agent or the applicable Lender, as the case may be, shall notify the applicable Borrower of any such set off from such Borrower's accounts within a reasonable period of time thereafter, although the Agent or the Lender, as the case may be, shall not be liable to any Borrower for its failure to so notify.

ARTICLE 9 - REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties

Each of the Canadian Borrower and the U.S. Borrower represents and warrants as follows to the Agent and to each of the Lenders and acknowledges and confirms that the Agent and each of the Lenders is relying upon such representations and warranties:

(a) Existence and Good Standing

Each Loan Party and the Family Trust is a corporation validly existing and in good standing under the laws of its jurisdiction of formation or is a partnership or trust validly existing under the laws of its jurisdiction of formation; each is duly registered in all other jurisdictions where the nature of its property or character of its business requires registration, and has all necessary power and authority to own its properties and carry on its business as presently carried on or as contemplated by the Documents.

(b) Authority

Each Loan Party, the Individual Borrower and the Family Trust has full power, legal right and authority to enter into the Documents to which it is a party and do all such acts and things as are required by such Documents to be done, observed or performed, in accordance with the terms thereof.

(c) Valid Authorization and Execution

Each Loan Party and the Family Trust has taken all necessary corporate, partnership, trust and other action (as applicable) of its directors, shareholders, partners, trustees and other persons (as applicable) to authorize the execution, delivery and performance of the Documents to which it is a party and to observe and perform the provisions thereof in accordance with the terms therein contained.

(d) Validity of Agreement – Non-Conflict

None of the authorization, execution or delivery of this Agreement or the other Documents or performance of any obligation pursuant hereto or thereto requires or will require, pursuant to applicable law now in effect, any approval or consent of any Governmental Authority having jurisdiction (except such as has already been obtained and are in full force and effect) nor is in conflict with or

contravention of (i) each Loan Party's or the Family Trust's articles, by-laws or other constating documents (including any unanimous shareholders' agreement or any similar instrument) or any resolutions of directors or shareholders or the provisions of its partnership agreement or declaration of trust or trust indenture (as applicable) or (ii) the provisions of any other indenture, instrument, undertaking or other agreement to which a Loan Party or the Family Trust is a party or by which they or their properties or assets are bound, the contravention of which would have or would reasonably be expected to have a Material Adverse Effect. The Documents when executed and delivered will constitute valid and legally binding obligations of each of the Loan Parties, the Individual Borrower and the Family Trust which is a party thereto enforceable against each such party in accordance with their respective terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(e) Ownership of Property

Each of the Loan Parties has good and marketable title to its property, assets and undertaking, subject to Permitted Encumbrances and to minor defects of title which, individually and in the aggregate, do not materially affect their respective rights of ownership therein or the value thereof.

(f) Debt

None of the Loan Parties has created, incurred, assumed, suffered to exist, or entered into any contract, instrument or undertaking pursuant to which, any of the Loan Parties is now or may hereafter become liable for any Debt except for Permitted Debt.

(g) Encumbrances

None of the Loan Parties has created, incurred, assumed, suffered to exist, or entered into any contract, instrument or undertaking pursuant to which, any person may have or be entitled to any Security Interest on or in respect of its property and assets or any part thereof except for Permitted Encumbrances.

(h) No Material Adverse Effect

Since the effective date of the most recent combined and consolidated financial statements delivered to the Agent in accordance herewith, no event or circumstance has occurred or is continuing which has had, or would reasonably be expected to have, a Material Adverse Effect.

(i) No Omissions

The Loan Parties have made available to the Agent and the Lenders all material information necessary to make any representations, warranties and statements contained in this Agreement not misleading in any material respect in light of the circumstances in which they are given.

(j) Non-Default

No Default or Event of Default has occurred or is continuing or would occur following any Drawdown hereunder.

(k) Financial Condition

The audited and unaudited combined and consolidated financial statements of the Loan Parties delivered to the Lenders and the Agent pursuant hereto along with the management discussion and analysis delivered concurrently therewith present fairly, in all material respects, the combined and consolidated financial condition of the Canadian Borrower and the other Loan Parties as at the date thereof and the results of the combined and consolidated operations thereof for the fiscal year or fiscal quarter (as applicable) then ending, all in accordance with generally accepted accounting principles consistently applied.

(l) Information Provided

All information, materials and documents, including all cash flow projections, economic models, capital and operating budgets and other information and data:

(i) prepared and provided to the Agent by any Loan Party, the Family Trust or the Individual Borrower in respect of the transactions contemplated by this Agreement, or as required by the terms of this Agreement, were in the case of financial projections, prepared in good faith based upon reasonable assumptions at the date of preparation and in all other cases, true, complete and correct in all material respects as of the respective dates thereof; and

(ii) prepared by persons other than a Loan Party, the Family Trust or the Individual Borrower and provided to the Agent by or on behalf of a Loan Party in respect of the transactions contemplated by this Agreement, or as required by the terms of this Agreement, were, to the best of the knowledge of the Borrowers, after due inquiry, in the case of financial projections, prepared in good faith based upon reasonable assumptions at the date of preparation and in all other cases, true, complete and correct in all material respects as of the respective dates thereof.

(m) Absence of Litigation

There are no actions, suits or proceedings pending or, to the knowledge of the Canadian Borrower or the U.S. Borrower, threatened against or affecting any Loan Party, their property or any of their undertakings and assets, at law, in equity or before any arbitrator or before or by any Governmental Authority having jurisdiction in the premises in respect of which (in the case of the Blue Goose Litigation, for certainty, in the reasonable determination of the Canadian Borrower after consultation with the their external legal counsel) there is a reasonable likelihood of a determination adverse to a Loan Party and which, if determined adversely, would have or would reasonably be expected to have a Material Adverse Effect.

(n) Compliance with Applicable Laws, Court Orders and Agreements

Each of the Loan Parties and the Individual Borrower and their respective property, businesses and operations are in compliance with all Applicable Laws (including, without limitation, all applicable Environmental Laws), all applicable directives, judgments, decrees, injunctions and orders rendered by any Governmental Authority or court of competent jurisdiction, its articles, by laws and other constating documents, all agreements or instruments to which it is a party or by which its property or assets are bound, and any Employee Benefit Plans, except to the extent that failure to so comply would not have and would not reasonably be expected to have a Material Adverse Effect.

(o) Required Permits in Effect

All Required Permits for Loan Parties are in full force and effect, except to the extent that the failure to have or maintain the same in full force and effect would not, when taken in the aggregate, have or reasonably be expected to have a Material Adverse Effect.

(p) Remittances Up to Date

All of the material remittances required to be made by the Loan Parties and the Individual Borrower to Governmental Authorities have been made, are currently up to date and there are no outstanding arrears, other than those which are being contested by a Permitted Contest.

(q) Environmental

(i) To the best of the knowledge and belief of the Canadian Borrower and the U.S. Borrower, after due inquiry, the Loan Parties and their respective properties, assets and undertakings taken as a whole comply in all respects and the businesses, activities and operations of same and the use of such properties, assets and undertakings and the processes and undertakings performed thereon comply in all respects with all Environmental Laws except to the extent that failure to so comply would not have and would not reasonably be expected to have a Material Adverse Effect; further, the Canadian Borrower and the U.S. Borrower do not know, and have no reasonable grounds to know, of any facts which result in or constitute or are likely to give rise to non-compliance with any Environmental Laws, which facts or non-compliance have or would reasonably be expected to have a Material Adverse Effect.

(ii) The Loan Parties have not received written notice and, except as previously disclosed to the Agent in writing, the Canadian Borrower and the U.S. Borrower have no knowledge after due inquiry, of any facts which could give rise to any notice of non-compliance with any Environmental Laws, which non-compliance has or would reasonably be expected to have a Material Adverse Effect and none of the Loan Parties has received any notice that any Loan Party is a potentially responsible party for a federal, provincial, regional, municipal or local clean up or corrective action in connection with their respective properties, assets and undertakings where such clean up or

corrective action has or would reasonably be expected to have a Material Adverse Effect.

(r) Taxes

The Loan Parties and the Individual Borrower have duly filed on a timely basis all tax returns required to be filed and have paid all material Taxes which are due and payable, and have paid all material assessments and reassessments, and all other material Taxes, governmental charges, governmental royalties, penalties, interest and fines claimed against them, other than those which are being contested by them by Permitted Contest; they have made adequate provision for, and all required instalment payments have been made in respect of, Taxes payable for the current period for which returns are not yet required to be filed; there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by them or the payment of any Taxes; there are no actions or proceedings being taken by any taxation authority in any jurisdictions where a Loan Party carries on business to enforce the payment of any Taxes by them other than those which are being contested by them by Permitted Contest.

(s) Loan Parties and Subsidiaries

(i) As of the date hereof, a true and complete corporate organizational chart detailing the legal structure and ownership of the Loan Parties (including their shareholders and Subsidiaries) is set forth in Schedule J attached hereto.

(ii) At all times after the date hereof, all Subsidiaries and Loan Parties (including persons deemed to be Loan Parties by the Agent) not identified in the corporate organizational chart set forth in Schedule J (if any) have provided Security as required by Section 11.1(3).

(t) Intellectual Property

The Loan Parties have or have the legal right to use all Intellectual Property necessary for the operation and conduct of their business, affairs, operations and processes, except to the extent that the failure to have the same would not have or reasonably be expected to have a Material Adverse Effect and, to the best of their knowledge and belief, no person has asserted any claim or taken any step or proceedings to prohibit or limit the use of such Intellectual Property by any Loan Party, in respect of which claim, step or proceedings there is a reasonable likelihood of a determination adverse to a Loan Party and which, if determined adversely, would have or would reasonably be expected to have a Material Adverse Effect.

(u) Insurance

Each Loan Party maintains, with financially sound and reputable insurers, insurance with respect to their respective properties and businesses and against such casualties and contingencies and in such types (including crop insurance, revenue insurance and gross margin insurance) and amounts as are in

accordance with customary business practices for corporations of the size and type of business and operations as the Canadian Borrower, the U.S. Borrower and the other Loan Parties.

(v) Sanctions Regulations and Anti-Money Laundering Laws

None of the Loan Parties, the Individual Borrower, the Family Trust or any of their respective Affiliates (i) is, or is owned or controlled by, a Sanctioned Person, (ii) is located, incorporated, organized, or resident in a Sanctioned Country; (iii), has any business affiliation, commercial dealings with, or investments or assets in, any Sanctioned Country or Sanctioned Person or (iv) is in breach of or, to its knowledge, is the subject of any action or investigation under any Sanctions Laws or Anti-Money Laundering Laws. The Loan Parties, the Individual Borrower, the Family Trust and their respective Affiliates have taken reasonable measures to ensure compliance with Sanctions Laws and Anti-Money Laundering Laws. No proceeds from any Loan have been used, directly or, to its knowledge, indirectly, to lend, contribute, provide, or have otherwise been made available to fund, any activity or business with or related to any Sanctioned Person or Sanctioned Country, or in any other manner that will result in any violation or breach by any person of Sanctions Laws. No part of proceeds of any Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977 or any other anticorruption law, regulation or order applicable to the Loan Parties, the Individual Borrower, the Family Trust or their Affiliates.

(w) Pension Plans

The Canadian Borrower, the U.S. Borrower and the other Loan Parties do not have, and do not contribute to, any employee pension benefit plans or similar type pension plans.

(x) ERISA and Canadian Pension Plans

(i) No ERISA Event has occurred, and neither the Canadian Borrower, the U.S. Borrower, any other Loan Party nor any ERISA Affiliate is aware of any fact, event or circumstance that could reasonably be expected to constitute or result in an ERISA Event with respect to any Pension Plan;

(ii) The Canadian Borrower, the U.S. Borrower and each other Loan Party and each ERISA Affiliate has met all applicable requirements under the Pension Funding Rules in respect of each Pension Plan, and no waiver of the minimum funding standards under the Pension Funding Rules has been applied for or obtained;

(iii) As of the most recent valuation date for any Pension Plan, the funding target attainment percentage (as defined in Section 430(d)(2) of the U.S. Code) is 60% or higher and neither the Canadian Borrower, the U.S. Borrower, any other Loan Party nor any ERISA Affiliate knows of any facts or

circumstances that could reasonably be expected to cause the funding target attainment percentage for any such plan to drop below 60%;

(iv) Neither the Canadian Borrower, the U.S. Borrower, any other Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA;

(v) No Pension Plan has been terminated by the plan administrator thereof nor by the PBGC, and no event or circumstance has occurred or exists that could reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Pension Plan, in each case when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect;

(vi) Each Pension Plan that is intended to qualify under Section 401(a) of the U.S. Code has received a favourable determination letter, or may rely upon an opinion letter for a prototype plan, from the U.S. Internal Revenue Service or an application for such a letter is currently being processed by the U.S. Internal Revenue Service with respect thereto and, as of the date of this Agreement, nothing has occurred which would reasonably be expected to prevent or cause the loss of, such qualification;

(vii) As of the most recent valuation date for any Pension Plan, any "amount of unfunded benefit liabilities" (within the meaning of Section 4001(a)(18) of ERISA), individually or in the aggregate for all Pension Plans (except, for purposes of such computation, any Pension Plans with respect to which assets exceed benefit liabilities), could not reasonably be expected to have a Material Adverse Effect;

(viii) As of the most recent valuation date for each Multiemployer Plan for which the actuarial report is available, the potential Withdrawal Liability of the Canadian Borrower, the U.S. Borrower, the other Loan Parties and the ERISA Affiliates for a complete withdrawal from such Multiemployer Plan (within the meaning of Section 4203 of ERISA), when aggregated with such potential Withdrawal Liability for a complete withdrawal from all Multiemployer Plans, based on information available pursuant to Section 101(l) of ERISA, could not reasonably be expected to have a Material Adverse Effect;

(ix) Neither Canadian Borrower, the U.S. Borrower nor any other Loan Party has any contingent liability with respect to any post-retirement benefit under an employee welfare benefit plan (as defined in Section 3(1) of ERISA), other than liability for continuation coverage described in Part 6 of Title I of ERISA (COBRA) or similar state law that could reasonably be expected to have a Material Adverse Effect; and

(x) Neither the Canadian Borrower, the U.S. Borrower nor any other Loan Party has, or contributes to, any defined benefit pension plan nor any other Canadian Pension Plan.

(y) Compliance with Regulations T, U, and X

Neither the Canadian Borrower, the U.S. Borrower nor any other Loan Party is engaged principally in or has as one of its important activities the business of extending credit for the purpose of purchasing or carrying any "margin security" or "margin stock" as defined in Regulations T, U, and X (12 C.F.R. Parts 221 and 224) of the Federal Reserve Board (herein called "**Margin Stock**"). Neither the Canadian Borrower, the U.S. Borrower nor any other Loan Party has taken or will take any action which might cause this Agreement to violate Regulation T, U, or X, or any other regulation of the Federal Reserve System with respect to Margin Stock, in each case as now in effect or as the same may hereafter be in effect. Neither the making of the Loans nor the use of proceeds thereof will violate the provisions of Regulation T, U, or X of the Federal Reserve Board.

(z) Solvency

Each of the Canadian Borrower, the U.S. Borrower and the other Loan Parties is solvent and the Canadian Borrower, the U.S. Borrower and the other Loan Parties, on a combined and consolidated basis, are able to realize upon their assets and pay their debts and other liabilities, contingent obligations and other commitments, on a combined and consolidated basis, as they mature in the normal course of business.

(aa) Patriot Act

Neither the Canadian Borrower, the U.S. Borrower, any other Loan Party, the Individual Borrower nor the Family Trust is an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act. None of the Canadian Borrower, the U.S. Borrower, any other Loan Party, the Individual Borrower or the Family Trust is in violation of (a) the Trading with the Enemy Act, (b) any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (c) the Patriot Act.

(bb) Labour Unions

None of the Canadian Borrower, the U.S. Borrower or any other Loan Party has any labour unions in place.

(cc) New U.S. Mortgaged Property

None of the new U.S. Mortgaged Properties acquired on or about the date hereof and described on Schedule K attached hereto are located in a Special Flood Hazard Zone or are otherwise subject to Flood Insurance Laws.

9.2 Deemed Repetition

(1) On the date of delivery by a Borrower of a Drawdown Notice to the Agent, and again on the date of any Drawdown made by such Borrower pursuant thereto:

(a) except those representations and warranties which are stated to be made as at a specific date or which such Borrower has notified the Agent in writing cannot be repeated for such Drawdown and in respect of which the Lenders have waived in writing (with or without terms or conditions) the application of the condition precedent in Section 3.1(b) for such Drawdown, each of the representations and warranties contained in Section 9.1 shall be deemed to be repeated; and

(b) such Borrower and the Canadian Borrower shall be deemed to have represented to the Agent and the Lenders that, except as has otherwise been notified to the Agent in writing and has been waived in accordance herewith, no event has occurred and remains outstanding which would constitute a Default or an Event of Default nor will any such event occur as a result of the aforementioned Drawdown.

(2) On the date of delivery by a Borrower of a Conversion Notice or Rollover Notice to the Agent, and again on the date of any Conversion or Rollover, such Borrower and the Canadian Borrower shall be deemed to have represented and warranted to the Agent and the Lenders that, except as has otherwise been notified to the Agent in writing and has been waived in accordance herewith, no event has occurred and remains outstanding which would constitute a Default or an Event of Default nor will any such event occur as a result of the aforementioned Conversion or Rollover, as the case may be.

9.3 Other Documents

All representations, warranties, certifications and statements of the Borrowers, the other Loan Parties and the Family Trust contained in any other Document delivered pursuant hereto or thereto shall be deemed to constitute representations and warranties made by the Borrowers to the Agent and the Lenders under Section 9.1 of this Agreement.

9.4 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof or as at another date.

9.5 Nature of Representations and Warranties

The representations and warranties set out in this Agreement or deemed to be made pursuant hereto shall survive the execution and delivery of this Agreement and the making of each Drawdown, notwithstanding any investigations or examinations which may be made by the Agent, the Lenders or Lenders' Counsel. Such representations and warranties shall survive until this Agreement has been terminated, provided that the representations and warranties relating to environmental matters shall survive the termination of this Agreement.

ARTICLE 10
GENERAL COVENANTS

10.1 Affirmative Covenants of the Borrowers

So long as any Obligation is outstanding or either Credit Facility is available hereunder, each of the Canadian Borrower and the U.S. Borrower (and, in respect of Sections 10.1(a), 10.1(n), 10.1(o) and 10.1(p), the Individual Borrower) covenants and agrees with each of the Lenders and the Agent that, unless (subject to Section 16.10) a Majority of the Lenders otherwise consent in writing:

(a) Punctual Payment and Performance

It shall duly and punctually pay the principal of all Loans, all interest thereon and all fees and other amounts required to be paid by such Borrower hereunder in the manner specified hereunder and each of the Borrowers shall perform and observe all of its obligations under this Agreement and under any other Document to which it is a party and shall cause each other Loan Party to perform and observe all of their obligations under any Documents to which each is a party.

(b) Books and Records

It shall, and shall cause each other Loan Party, to keep proper books of record and account in which complete and correct entries will be made of its transactions in accordance with generally accepted accounting principles.

(c) Maintenance and Operation

It shall do or cause to be done, and will cause each other Loan Party to do or cause to be done, all things necessary or required to have all its properties, assets and operations owned, operated and maintained in accordance with diligent and prudent industry practice (for certainty, with respect to its fixtures and tangible personal property, consistent with sound industry practice for the nature, age and operating characteristics of such fixtures and tangible personal property) and Applicable Laws except to the extent that the failure to do or cause to be done the same would not have and would not reasonably be expected to have a Material Adverse Effect, and at all times cause the same to be owned, operated, maintained and used in compliance with all terms of any applicable insurance policy.

(d) Maintain Existence; Compliance with Legislation Generally; Required Permits

Except as otherwise permitted by Section 10.2(c) and 10.2(k), the Canadian Borrower and the U.S. Borrower shall, and shall cause each other Loan Party and the Family Trust to, preserve and maintain its corporate, partnership or trust existence (as the case may be) as a corporation, partnership or trust existing under the laws of its applicable jurisdiction of organization. The Canadian Borrower and the U.S. Borrower shall do or cause to be done, and shall cause each other Loan Party and the Family Trust to do or cause to be done, all acts necessary or desirable to comply with all Applicable Laws, except (other than in

the case of laws relating to corruption and bribery) where such failure to comply does not and would not reasonably be expected to have a Material Adverse Effect, and to preserve and keep in full force and effect all Required Permits and all other franchises, licences, rights, privileges, permits and Governmental Authorizations necessary to enable the Canadian Borrower, the U.S. Borrower and each other Loan Party and the Family Trust to operate and conduct their respective businesses in accordance with prudent industry practice, except to the extent that the failure to have any of the same does not and would not reasonably be expected to have a Material Adverse Effect.

(e) Budgets, Financial Statements and Other Information

The Canadian Borrower shall deliver, or cause to be delivered, to the Agent with sufficient copies for each of the Lenders:

(i) Annual Consolidated Business Plan / Financial Forecasts - as soon as available after the end of each of its fiscal years and, in any event, by March 31 in each year, copies of, in each case, broken down on a quarterly basis (A) the Loan Parties' annual combined and consolidated business plan for the next two fiscal years which shall include, without limitation, its annual combined and consolidated capital budget for the next two fiscal years and its annual operating budget for the next two fiscal years (approved by its board of directors); (B) financial forecasts for the next two fiscal years (including a combined and consolidated balance sheet, income statement and statement of cash flows) and a *pro forma* calculation of the financial covenants contained in Section 10.3 and (C) schedules setting out (I) the basis of the combination and consolidation of such financial information in respect of the Loan Parties, (II) the working capital summary and usage, (III) results of each business unit consisting of "grain and oilseeds", "vegetables", "cattle" and "seed & marketing" operations and (IV) details of any Debt of the Loan Parties owing to any person other than the Lenders;

(ii) Annual Financials – as soon as available and, in any event, within 120 days of each Fiscal Year End, (A) copies of the Loan Parties' audited annual financial statements on a combined and consolidated basis consisting of a balance sheet, statement of income, statement of cash flows and statement of shareholders' equity for each such year, together with the notes, all prepared in accordance with generally accepted accounting principles consistently applied, together with a report and an audit opinion of the Canadian Borrower's auditors (which shall be a national accounting firm acceptable to the Agent, acting reasonably) thereon along with a schedule setting out the basis of the combination and consolidation of all Loan Parties and (ii) the Canadian Borrower's auditor report on key audit matters and internal controls together with management's responses;

(iii) Quarterly Financials - as soon as available and, in any event within 45 days after each Quarter End in each year, copies of the Loan Parties' unaudited quarterly financial statements on a combined and consolidated basis, in each case consisting of a balance sheet, statement of income and statement of shareholders' equity for each such period all in reasonable detail, all prepared in accordance with generally accepted accounting principles

consistently applied along with schedules (A) setting out the basis of the combination and consolidation of such financial information in respect of the Loan Parties and (B) commencing with the quarterly financial statements delivered in connection with the Quarter End of April 30, 2024, setting out results of each business unit consisting of "grain and oilseeds", "vegetables", "cattle" and "seed & marketing" operations;

(iv) Compliance Certificate of Canadian Borrower - concurrently with furnishing the financial statements pursuant to Sections 10.1(e)(ii) and 10.1(e)(iii), a Compliance Certificate signed by any one of the president, chief financial officer, vice president finance or treasurer of the Canadian Borrower and stating that, *inter alia*, the representations and warranties in Section 9.1 are true and accurate in all respects (or, if applicable, specifying those that are not) and that no Default or Event of Default has occurred and is continuing (or, if applicable, specifying those defaults or events notified in accordance with Section 10.1(h) below), demonstrating compliance with all covenants contained herein including the financial covenants contained in Section 10.3, providing fiscal year to date list of Capital Expenditures, asset acquisitions and asset dispositions and providing details of all Financial Instruments of the Canadian Borrower and the other Loan Parties;

(v) Management Discussion and Analysis- concurrently with furnishing the financial statements pursuant to Sections 10.1(e)(ii) and 10.1(e)(iii), (A) a management discussion and analysis report with respect to each of the Loan Parties, (B) a summary of actual to budget variance report and (C) a detailed update from management of the Canadian Borrower with respect to the Blue Goose Litigation and any equity financing prospects or proposals, in form and substance satisfactory to the Agent, acting reasonably;

(vi) Borrowing Base Certificate - within 45 days after each Quarter End, a Borrowing Base Certificate for (and as of the end of) such Quarter End;

(vii) Crop Harvest Report – as soon as available and, in any event, by October 31 in each year, a management report on the crop harvest results, such report to be in a form and containing such information as may be required by the Agent, acting reasonably;

(viii) Insurance Policies – (A) prior to any establishment, amendment or renewal of any new or existing crop, revenue or gross margin insurance policy, drafts of such new policy or amendment or renewal, (B) promptly following the establishment, amendment or renewal of any insurance policy, and also upon request by the Agent, copies of all insurance policies in respect of the Canadian Borrower, the U.S. Borrower, the other Loan Parties and their assets and operations and any amendments or renewals and (C) within 10 days of the issuance, re-issuance or extension of any "Receivables Insurance Policy", and also upon any additional request by the Agent, a copy of such receivables insurance policy along with all supporting documentation in connection therewith;

(ix) Personal Statement of Affairs - as soon as available and, in any event, by October 31 in each year, a personal statement of affairs for the Individual

Borrower together with filed income tax returns and tax assessment documentation for the most recent tax year;

(x) Leased Land Report – at the request of the Agent (such request to be made not more than once per calendar year), as soon as available, a detailed listing of all land leased by the Canadian Borrower and the other Loan Parties (excluding Crown lands), which report shall be in form a substance satisfactory to the Agent, acting reasonably, and, without limitation, shall include the jurisdiction, the land legal description and lease maturity date and shall indicate if harvested crops are stored on the leased land; and

(xi) Other - at the request of the Agent, such other information, reports, certificates, projections of income and cash flow or other matters affecting the business, affairs, financial condition, property or assets of the Borrowers, the other Loan Parties and the Family Trust as the Agent may reasonably request.

(f) Rights of Inspection

At any reasonable time and from time to time upon reasonable prior notice, the Canadian Borrower and the U.S. Borrower shall permit, and shall cause each other Loan Party to permit, the Agent and any Lender or any representative thereof (one time per year, at the expense of the Canadian Borrower and also at the expense of the Canadian Borrower during the continuance of a Default or Event of Default and, otherwise, at the expense of the Agent or such Lender, as applicable) to (i) examine and make copies of and abstracts from the records and books of account of the Loan Parties, (ii) visit and inspect the premises and properties of the Loan Parties and (iii) discuss the affairs, operations, finances and accounts of the Loan Parties with any of the officers of the Loan Parties.

In addition, one time per calendar year, upon reasonable prior notice and at the cost of the Canadian Borrower, Canadian Borrower, the U.S. Borrower and the other Loan Parties shall permit, and shall cause each other Loan Party to permit, an inventory inspection of the Loan Parties conducted by a third party inspector satisfactory to the Agent.

(g) Notice of Material Litigation

The Canadian Borrower shall promptly give written notice to the Agent of any litigation, proceeding or dispute affecting a Loan Party or the Individual Borrower in respect of a demand or claim in respect of which there is a reasonable likelihood of an adverse determination and which if adversely determined would reasonably be expected to result in a liability, obligation or judgment in excess of Cdn.$1,000,000 or to have a Material Adverse Effect, and shall from time to time furnish to the Agent all reasonable information requested by the Agent concerning the status of any such litigation, proceeding or dispute.

(h) Notice of Default or Event of Default

The Canadian Borrower shall deliver to the Agent, as soon as reasonably practicable, and in any event no later than 3 Banking Days after becoming

aware of a Default or the occurrence of an Event of Default, an Officer's Certificate describing in detail such Default or such Event of Default and specifying the steps, if any, being taken to cure or remedy the same.

(i) Notice of Material Adverse Effect

The Canadian Borrower shall, as soon as reasonably practicable, promptly notify the Agent of any event, circumstance or condition that has had or is reasonably likely to have a Material Adverse Effect.

(j) Notice of New Loan Parties

The Canadian Borrower shall promptly give written notice to the Agent of the acquisition, creation or existence of each new Subsidiary and each new person incorporated or formed by the Individual Borrower after the date hereof which notice shall include (i) the jurisdiction of formation of such Subsidiary or such person, (ii) the share capital structure of such Subsidiary or such person, (iii) the address of the head office of such Subsidiary or such person and (iv) an updated corporate organizational chart (after giving effect to the acquisition, creation or existence of such Subsidiary or such person).

(k) Payment of Royalties, Taxes, Withholdings, etc.

The Canadian Borrower and the U.S. Borrower shall, and shall cause each other Loan Party and the Individual Borrower to, from time to time, pay or cause to be paid all material royalties, rents, Taxes, rates, levies or assessments, ordinary or extraordinary, governmental fees or dues, and to make and remit all withholdings, lawfully levied, assessed or imposed upon the Loan Parties or the Individual Borrower or any of the assets of the Loan Parties or the Individual Borrower, as and when the same become due and payable, except when and so long as the validity of any such royalties, rents, Taxes, rates, levies, assessments, fees, dues or withholdings is being contested by such Loan Party or the Individual Borrower by a Permitted Contest or the failure to so pay or cause to be paid would not reasonably be expected to have a Material Adverse Effect.

(l) Payment of Preferred Claims

The Canadian Borrower and the U.S. Borrower shall, and shall cause the other Loan Parties to, from time to time, pay when due or cause to be paid when due all amounts related to wages, workers' compensation obligations, government royalties or pension fund obligations and any other amount which may result in a lien, charge, Security Interest or similar encumbrance against the assets of a Loan Party arising under statute or regulation, except when and so long as the validity of any such amounts or other obligations is being contested by such Loan Party by a Permitted Contest or the failure to so pay or cause to be paid would not reasonably be expected to have a Material Adverse Effect.

(m) Environmental Covenants

(i) Without limiting the generality of Section 10.1(d) above, the Canadian Borrower and the U.S. Borrower shall, and shall cause each other Loan Party to, conduct their business and operations so as to comply at all times with all Environmental Laws if the consequence of a failure to comply, either alone or in conjunction with any other such non compliances, would have or would reasonably be expected to have a Material Adverse Effect.

(ii) If the Canadian Borrower, the U.S. Borrower or any of the Loan Parties shall:

(A) receive or give any notice that a violation of any Environmental Law has or may have been committed or is about to be committed by the same, and if such violation has or would reasonably be expected to have a Material Adverse Effect or a liability to the Canadian Borrower, the U.S. Borrower or any other Loan Party in excess of Cdn.$1,000,000;

(B) receive any notice that a complaint, proceeding or order has been filed or is about to be filed against the same alleging a violation of any Environmental Law, and if such violation would reasonably be expected to have a Material Adverse Effect or a liability to the Canadian Borrower, the U.S. Borrower or any other Loan Party in excess of Cdn.$1,000,000; or

(C) receive any notice requiring the Canadian Borrower, the U.S. Borrower or any of other Loan Party, as the case may be, to take any action in connection with the release of Hazardous Materials into the environment or alleging that the Canadian Borrower, the U.S. Borrower or such other Loan Party may be liable or responsible for costs associated with a response to or to clean up a Release of Hazardous Materials into the environment or any damages caused thereby in excess of Cdn.$1,000,000, or if such action or liability has or would reasonably be expected to have a Material Adverse Effect,

the Canadian Borrower shall promptly provide the Agent with a copy of such notice and shall, or shall cause such other Loan Party to, furnish to the Agent from time to time all reasonable information requested by the Agent relating to the same.

(n) Use of Loans

The Borrowers shall use all Loans and the proceeds thereof solely for the purposes set forth in Section 2.3 hereof.

(o) Required Insurance and Flood Insurance

(i) The Canadian Borrower and the U.S. Borrower shall, and shall cause each other Loan Party to, maintain, in full force and effect with financially sound and reputable insurers, insurance with respect to their respective properties and business and against such casualties and contingencies and in such

types and such amounts as shall be in accordance with customary business practices for corporations of the size and type of business and operations as the Loan Parties (including, for certainty, crop insurance, revenue insurance and gross margin insurance each in form and substance including with respect to the amount and term acceptable to the lenders, each in their sole discretion, and all-risk property insurance, comprehensive general liability insurance and business interruption insurance) to the extent such insurance is available on reasonable commercial terms.

(ii) The Loan Parties shall not establish any new crop insurance, revenue insurance or gross margin insurance policy or renew or amend any existing crop insurance, revenue insurance and gross margin insurance policy without providing the Agent with copies of drafts of the new policy or amendment or renewal and the Agent, on behalf of the Lenders, consenting to the new insurance policy or such amendment or renewal.

(iii) The Borrowers shall ensure that, at all times, the Individual Borrower maintains life insurance with the Canadian Borrower as the beneficiary of such life insurance policy which policy shall be in the minimum amount of Cdn.$15,000,000 and which policy, for certainty, shall be in addition to the Participating Life Insurance Policy.

(iv) With respect to each U.S. Mortgaged Property that is located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a “special flood hazard area” with respect to which flood insurance has been made available under Flood Insurance Laws, the applicable Loan Party (A) has obtained and will maintain, with financially sound and reputable insurance companies (except to the extent that any insurance company insuring the U.S. Mortgaged Property of the Loan Party ceases to be financially sound and reputable after the date hereof, in which case, the Borrowers shall, or shall cause the applicable Loan Party to, promptly replace such insurance company with a financially sound and reputable insurance company), such flood insurance in such reasonable total amount as the Agent and the Lenders may from time to time reasonably require, and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (B) promptly upon request of the Agent or any Lender, will deliver to the Agent or such Lender, as applicable, evidence of such compliance in form and substance reasonably acceptable to the Agent or such Lender, including, without limitation, evidence of annual renewals of such insurance.

(p) Sanctions Law and Anti-Money Laundering Laws

(i) The Borrowers shall ensure that (i) each Loan Party, the Individual Borrower and the Family Trust and each of their respective Affiliates shall comply with Sanctions Laws and Anti-Money Laundering Laws, (ii) no Loan Party nor any of their respective Affiliates or the Individual Borrower or the Family Trust shall become a Sanctioned Person, (iii) no proceeds from any Loan will be used, directly or, to its knowledge, indirectly, to lend, contribute, provide or otherwise be made available to fund, any activity or business with or related to any Sanctioned Person, or in any other manner that will result in any

violation or breach by any person of Sanctions Laws. The Borrowers shall, and shall cause each other Loan Party and each of their respective Affiliates and the Individual Borrower and the Family Trust to, use commercially reasonable efforts to ensure that no funds used to pay any of the Obligations (A) constitute the property or interests of property of, or are beneficially owned, directly or indirectly, by any Sanctioned Person, (B) are derived from any transactions or business with any Sanctioned Person or (C) are derived from any unlawful activity, including but not limited to, activity in violation of Anti-Money Laundering Laws; and

(ii) The Borrowers shall not request any Loan or the issuance, increase or extension of any Letter of Credit, and the Borrowers shall not and shall not permit any other Loan Party or any of their respective directors, officers, employees or agents or the Individual Borrower, to use the proceeds of any Loan or Letter of Credit (i) in furtherance of an offer, payment, promise to pay or authorization of the payment or giving of money, or anything else of value, to any person in violation of any Anti-Money Laundering Laws in any material respect, (ii) for the purpose of funding, financing, approving, guaranteeing or facilitating any activities, business or transaction of or with any Sanctioned Person or in any Sanctioned Country or (iii) in any manner that would result in the violation of any Sanctions Laws applicable to any party hereto.

(q) Keepwell

The Canadian Borrower and the U.S. Borrower shall ensure that, to the extent any Loan Party (which has provided Security) is a Qualified ECP Guarantor, such person shall absolutely, unconditionally and irrevocably undertake to provide such funds or other support as may be needed from time to time by any Loan Party (that provides a guarantee to the Agent, the Lenders, the Hedging Affiliates and the Bank Product Affiliates) to honour all of its obligations under its Guarantee in respect of Swap Obligations (provided, however, the Loan Parties (that have provided Security) shall only be liable under such undertaking for the maximum amount of such liability that can be incurred without rendering its obligations under this undertaking, or otherwise under the Documents to which it is a party, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Loan Parties which have provided Security under this undertaking shall remain in full force and effect until discharged in accordance with the provisions of the relevant Document. The Canadian Borrower and the U.S. Borrower intend that this Section and the undertaking provided for shall constitute, and shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of the Loan Parties (that provide a guarantee to the Agent, the Lenders, the Hedging Affiliates and the Bank Product Affiliates) for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

(r) Additional Security Agreements

The Canadian Borrower and the U.S. Borrower shall, and shall ensure that each other Loan Party shall, prior to March 1 in each year, enter into a new security agreement granting a security interest in all, *inter alia*, crops, which security

agreement shall be acceptable to the Agent, acting reasonably, and shall be accompanied by an Officer's Certificate of each Loan Party and a legal opinion of counsel to the Loan Parties.

(s) Operating Accounts

(i) The Canadian Borrower and the U.S. Borrower shall, and shall ensure that each other Loan Party shall, maintain all of its Canadian deposit and operating accounts with the Agent;

(ii) the Canadian Borrower and the U.S. Borrower shall not, and shall ensure that each other Loan Party shall not, accumulate or maintain cash or Cash Equivalents in one or more deposit or operating accounts maintained by the Canadian Borrower, the U.S. Borrower or any of the other Loan Parties outside of Canada in excess, in aggregate, of U.S.$3,500,000 (or the Equivalent Amount thereof) unless a deposit account control agreement or agreements (or other documentation required by the Agent in connection therewith, acting reasonably) with the account bank or account banks and the Agent in respect of all deposit and operating accounts located outside of Canada have been executed and delivered in form and substance satisfactory to the Agent, acting reasonably; and

(iii) the Canadian Borrower shall provide not less than 20 Banking Days notice of any deposit or operating account maintained by a Borrower or any of the other Loan Parties outside of Canada that is not maintained with Wells Fargo, N.A. or an affiliate thereof.

(t) Ownership of Subsidiaries

The Canadian Borrower and the U.S. Borrower shall ensure that all Loan Parties which have any assets included in the most recent determination of the Borrowing Base shall, at all times, remain Wholly-Owned Subsidiaries.

(u) Interest Hedging Agreements

The Canadian Borrower and the U.S. Borrower shall enter into, and maintain, Interest Hedging Agreements with Lenders or Affiliates of Lenders covering not less than 75% of the Outstanding Principal under the Capital Facility for a term of not less than 5 years.

(v) Appraisal Delivery

Within 90 days of the request of the Agent, on behalf of the Majority of the Lenders (which request shall not be made more than once in each fiscal year), the Canadian Borrower shall deliver bare land appraisals on all land or appraisals of any other real estate assets of the Loan Parties that is subject to a fixed charge in favor of the Agent, by an appraiser or appraisers satisfactory to the Agent, acting reasonably, which appraisals shall be satisfactory to the Agent, acting reasonably.

(w) Landlord Waivers

Within 90 days of the request of the Agent, the Canadian Borrower and the U.S. Borrower shall, and shall cause each other Loan Party to, use commercially reasonable efforts to deliver to the Agent any Landlord Waiver from the applicable landlord.

(x) Additional External Counsel

if the Agent or the Majority of the Lenders determine that circumstances relating to the Blue Goose Litigation have changed in any material adverse manner at any time after the date hereof, the Agent or the Majority of the Lenders may, in their sole discretion, upon providing notice to the Borrower, retain such outside counsel and/or other consultants and professionals as it considers necessary to assist in determining the likelihood and quantum of damages and other costs associated with the Blue Goose Litigation and all ancillary matters related thereto.

10.2 Negative Covenants of the Borrowers

So long as any Obligation is outstanding or either Credit Facility is available hereunder, each of the Canadian Borrower and the U.S. Borrower (and, in respect of Section 10.2(q), the Individual Borrower) covenants and agrees with each of the Lenders and the Agent that, unless (subject to Section 16.10) a Majority of the Lenders otherwise consent in writing:

(a) Change of Business

The Canadian Borrower and the U.S. Borrower shall not, and shall not permit any other Loan Party to, change in any material respect the nature of its business or operations from the types of businesses and operations carried on by the Loan Parties on the date hereof.

(b) Negative Pledge

The Canadian Borrower and the U.S. Borrower shall not, nor shall they permit any other Loan Party to, create, issue, incur, assume or permit to exist any Security Interests on any of their property, undertakings or assets other than Permitted Encumbrances.

(c) No Dissolution

Subject to Section 10.2(k), the Canadian Borrower and the U.S. Borrower shall not, nor shall they permit any other Loan Party to, liquidate, dissolve or wind up or take any steps or proceedings in connection therewith except, in the case of Subsidiaries, where the successor thereto or transferee thereof is the Canadian Borrower, the U.S. Borrower or another Loan Party which has provided Security.

(d) Limit on Sale of Assets

The Canadian Borrower and the U.S. Borrower shall not, and shall not permit any other Loan Party to, sell, transfer or otherwise dispose of any of their

respective property or assets in any fiscal year, whether in one or a series of transactions, which, in aggregate, have a fair market value in excess of Cdn.$1,000,000 except if (i) such assets disposed of are replaced with similar assets within 90 days or (ii) the proceeds of such disposition of assets are used to effect a mandatory repayment under the Credit Facilities in accordance with Section 2.15(4)(a) hereof.

Notwithstanding the foregoing, the Canadian Borrower and the U.S. Borrower shall not, and shall not permit any other Loan Party to sell, transfer or otherwise dispose of any of their respective property or assets during the continuance of a Default or Event of Default or if a Default or Event of Default would arise as a result of such sale, transfer or disposition except for Permitted Dispositions (unless the proceeds of such disposition of assets are promptly used to effect a mandatory repayment under the Credit Facilities).

(e) Limitation on Debt

The Canadian Borrower and the U.S. Borrower shall not have, incur, assume or otherwise become liable for, or permit any other Loan Party to have, incur, assume or otherwise become liable for, any Debt other than Permitted Debt.

(f) Limit on Investments

The Canadian Borrower and the U.S. Borrower shall not, nor shall they permit any other Loan Party to, make Investments in an amount in excess, in the aggregate, in any fiscal year, of the lesser of (i) Cdn.$2,500,000 and (ii) an amount equal to 5.0% of the EBITDA of the Loan Parties as at the most recent Fiscal Year End.

(g) Limit on Financial Assistance

The Canadian Borrower and the U.S. Borrower shall not, nor shall they permit any other Loan Party to, provide any Financial Assistance in an amount in excess, in the aggregate, in any fiscal year, of Cdn.$1,000,000 to any person, other than (1) Financial Assistance in the form of the guarantees in connection with the Monette Note up to a maximum aggregate amount of Cdn.$5,000,000 and (2) Financial Assistance to or for the benefit of the Canadian Borrower, the U.S. Borrower or another Loan Party which has provided Security.

(h) Limits on Distributions

(i) Other than Distributions to the Canadian Borrower, the U.S. Borrower or another Loan Party which has provided Security, the Canadian Borrower and the U.S. Borrower shall not, and they shall ensure that each other Loan Party shall not, make any Distributions or pay any management or similar fees in excess, in the aggregate, in any fiscal year, of 5% of EBITDA as at the most previous Fiscal Year End.

(ii) Notwithstanding subsection (i) above, the Canadian Borrower and the U.S. Borrower shall not, and shall ensure that each other Loan Party shall not, make any Distributions or pay any management or similar fees:

(A) during the continuance of a Default or Event of Default or which would have or would reasonably be expected to result in a Default or Event of Default; or

(B) at any time after receipt of a Borrowing Base Notice which indicates any Borrowing Base Shortfall unless and until the Borrowers have repaid Loans to the extent necessary to completely eliminate the Borrowing Base Shortfall indicated in such notice.

(i) No Financial Instruments Other Than Permitted Hedging

The Borrowers shall not and shall not permit any other Loan Party to enter into, transact or have outstanding any Financial Instruments or Financial Instrument Obligations other than Permitted Hedging.

(j) Non Arm's Length Transactions

Except in respect of transactions between or among the Canadian Borrower, the U.S. Borrower and/or one or more of the other Loan Parties which have provided Security, the Canadian Borrower and the U.S. Borrower shall not, nor shall they permit any other Loan Party to, enter into any contract, agreement or transaction whatsoever, including for the sale, purchase, lease or other dealing in any property or the provision of any services (other than office and administration services provided in the ordinary course of business), with any Related Party except upon fair and reasonable terms, which terms are not less favourable to the Canadian Borrower, the U.S. Borrower or the other Loan Parties than it would obtain in an arm's length transaction and, if applicable, for consideration which equals the fair market value of such property or other than at a fair market rental as regards leased property.

(k) No Merger, Amalgamation, etc.

The Canadian Borrower and the U.S. Borrower shall not, nor shall they permit any other Loan Party to, enter into any transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other person or persons whether by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, merger, transfer, sale, division, plan of division or otherwise except transactions solely among or between the Canadian Borrower, the U.S. Borrower and the other Loan Parties who have provided Security and except as permitted under Section 10.2(c).

(l) Borrowing Base

The Canadian Borrower and U.S. Borrower shall not permit the Outstanding Principal under the Credit Facilities and outstanding principal under the Individual Borrower Bilateral Facility, in aggregate, on the effective date of the most recently delivered Borrowing Base Certificate or Borrowing Base Notice, as applicable, excluding Insured LCs, to exceed the Borrowing Base set forth in such Borrowing Base Certificate or Borrowing Base Notice, as applicable, and the Canadian Borrower and U.S. Borrower shall repay Loans from time to time in

accordance with Sections 2.14 and 2.16 to the extent required to comply with this Section.

(m) Acquisitions and Capital Expenditures

The Canadian Borrower and the U.S. Borrower shall not, nor shall they permit any other Loan Party to, acquire Purchased Assets or Shares or make any Capital Expenditure unless such acquisition is a Permitted Capital Expenditure.

(n) Hostile Acquisitions

The Canadian Borrower and the U.S. Borrower shall not, and shall not permit any other Loan Party or the Individual Borrower to, utilize the proceeds of any Drawdown, or any Loans, under either Credit Facility to, or to provide funds to any other Loan Party, Subsidiary, Affiliate or other person to, finance a hostile takeover.

(o) Anti-Cash Hoarding

The Canadian Borrower and the U.S. Borrower shall not, nor shall they permit any other Loan Party to, use the proceeds of any Drawdown or Advance to accumulate or maintain cash or Cash Equivalents in one or more accounts (including, for certainty, any depository, investment or securities account) maintained by such Borrower or any of the other Loan Parties except for cash or Cash Equivalents accumulated or maintained therein for a specified business purpose in the ordinary course of business (other than simply accumulating a cash reserve). For certainty, the Agent may refuse to make any requested Drawdown under either Credit Facility which all of the Lenders under such Credit Facility, acting reasonably, determine would result in a contravention of this Section 10.2(o).

(p) No Repayment of DS Wealth Solutions Ltd. Debt

The Canadian Borrower shall not, nor shall it permit any other Loan Party to, without the consent of all of the Lenders, make any payment or repayment (mandatory, scheduled or voluntary) on, or in respect of, any Debt owing to D.S. Wealth Solutions Ltd. prior to the stated maturity date thereof (including, without limitation, the Debt permitted pursuant to subparagraph (i) of the definition of "Permitted Debt"); provided that the Canadian Borrower shall be permitted to make payment to D.S. Wealth Solutions Ltd. of regularly scheduled interest payments in respect of the Debt owing to D.S. Wealth Solutions Ltd. so long as no Default or Event of Default has occurred and is continuing.

(q) Individual Borrower Negative Pledge

The Individual Borrower shall not, and the Canadian Borrower shall ensure the Individual Borrower shall not permit any other person to, create, issue, incur, assume or permit to exist any Security Interests on any of the present and future shares and other equity interests (including, for certainty, preferred shares (if any)) of any Loan Party owned, legally or beneficially, by the Individual Borrower.

(r) Letter of Credit Insurance

The Borrowers shall not (i) in any material respect, alter, modify or amend its letter of credit insurance policy issued by an Acceptable LC Insurance Provider without the consent of the Agent and, upon any such alteration, modification or amendment consented to by the Agent, the applicable Borrower shall promptly deliver the alteration, modification or amendment to the Agent or (ii) terminate its letter of credit insurance policy with any Acceptable LC Insurance Provider.

(s) Accounts Receivables Insurance

The Borrowers shall not (i) in any material respect, alter, modify or amend its receivables insurance policy issued by an Acceptable Receivables Insurance Provider without the consent of the Agent and, upon any such alteration, modification or amendment consented to by the Agent, the applicable Borrower shall promptly deliver the alteration, modification or amendment to the Agent or (ii) terminate its receivables insurance policy with any Acceptable Receivables Insurance Provider.

(t) Crown Leased Land

The Canadian Borrower shall not permit the real property located in Manitoba and as set out in Schedule "L" attached hereto, which are leased by the Crown and which the Canadian Borrower will gain access to through a "Custom Grazing Agreement", will not be cultivated for growing crops except upon not less than 20 Banking Days prior notice to the Agent.

10.3 Financial Covenants

So long as any Obligation is outstanding or either Credit Facility is available hereunder, each of the Canadian Borrower and the U.S. Borrower covenants and agrees with each of the Lenders and the Agent that, unless (subject to Section 16.10) a Majority of the Lenders otherwise consent in writing:

(a) Debt to Tangible Net Worth

As at each Fiscal Year End, the Canadian Borrower and the U.S. Borrower shall not permit the Debt to Tangible Net Worth Ratio to be equal to or greater than 2.50:1.00.

(b) Minimum Fixed Charge Coverage Ratio

As at each Fiscal Year End, the Canadian Borrower and the U.S. Borrower shall not permit the Fixed Charge Coverage Ratio to be less than or equal to 1.20:1.00.

10.4 The Agent May Perform Covenants

If any Borrower fails to perform any covenants on its part herein contained, subject to any consents or notice or cure periods required by Section 12.1, the Agent may give notice to the Canadian Borrower of such failure and if such covenant remains unperformed, the Agent may, in its

discretion but need not, perform any such covenant capable of being performed by the Agent and if the covenant requires the payment or expenditure of money, the Agent may, upon having received approval of all Lenders, make such payments or expenditure and all sums so expended shall be forthwith payable by the Borrowers to the Agent on behalf of the Lenders and shall bear interest at the applicable interest rate provided in Section 5.10 for amounts due in Canadian Dollars or United States Dollars, as the case may be. No such performance, payment or expenditure by the Agent shall be deemed to relieve any Borrower of any default hereunder or under the other Documents.

10.5 Covenant Waivers

The Agent and the Lenders hereby acknowledge that (a) the Borrower was not in compliance with Section 10.3(b) of the Existing Credit Agreement as at such Fiscal Year End (the "**Specified FCCR Default**") and (b) the Canadian Borrower did not deliver copies of the Loan Parties' audited annual financial statements on a combined and consolidated basis for the October 31, 2023 Fiscal Year End as required pursuant to Section 10.1(e)(ii) hereof (the "**Specified Reporting Default**") and the Agent and the Lenders hereby (for certainty, upon satisfaction of the conditions precedent contained in Section 3.2 hereof) (1) waives the Specified FCCR Default provided, for certainty, the waiver of the Specified FCCR Default is limited solely to and shall be effective only with respect to the October 31, 2023 Fiscal Year End and the Borrower shall be in strict compliance with the Credit Agreement in all other respects and, for certainty, and without limitation, shall be in strict compliance with Section 10.3(b) as at all future Fiscal Year Ends and (2) waives the Specified Reporting Default provided, for certainty, the waiver of the Specified Reporting Default is limited solely to and shall be effective only with respect to the October 31, 2023 Fiscal Year End and the Borrower shall be in strict compliance with the Credit Agreement in all other respects and, for certainty, and without limitation, shall be in strict compliance with Section 10.1(e)(ii) as at all future Fiscal Year Ends.

ARTICLE 11 - SECURITY

11.1 Security on all Assets

(1) The Obligations, the Lender Financial Instrument Obligations and the Bank Product Obligations shall be secured, equally and rateably, by first priority Security Interests (unless otherwise permitted by the Agent and the Lenders) on, to and against (a) all present and future property, assets and undertaking of the Canadian Borrower, the U.S. Borrower, all of the other Loan Parties and the Individual Borrower and (b) all present and future shares and other equity interests in the Canadian Borrower owned, legally or beneficially, by the Family Trust.

(2) The

(a) Canadian Borrower shall execute and deliver Security in the forms of Schedules H-1, H-2, H-3, H-4 and H-5 annexed hereto, an authority to hold funds, an assignment of crop insurance (unless the Agent determines, in consultation with the Lenders, that it would not be commercially reasonable for the Canadian Borrower to deliver such assignment), an assignment of life insurance of the Individual Borrower**,** securities account control agreements (or such other documents as required by the Agent in respect of securities and investment accounts) acknowledged by the applicable securities intermediary and, if requested by the Agent, notices of intention to create security under Section 427 of the *Bank Act* (Canada) along with security agreements in connection therewith;

(b) U.S. Borrower shall execute and deliver Security in the forms of Schedules H-6 and H-7 annexed hereto, an authority to hold funds and deposit account control agreements in respect of each deposit account;

(c) Canadian Borrower shall cause:

(i) each of its Subsidiaries and each of the other Loan Parties organized under the laws of Canada or any province thereof to execute and deliver Security in the forms of Schedules H-8, H-9, H-10 and H-11 annexed hereto and, to the extent any such Subsidiary or other Loan Party at any time owns any real property, a mortgage and/or other additional documentation required to provide fixed charges in such real property governed by the laws of the applicable province or state; and

(ii) each of its Subsidiaries and each of the other Loan Parties organized under the laws of any state of the United States to execute and deliver Security in the forms of Schedules H-12 and H-13 annexed hereto and, to the extent any such Subsidiary or other Loan Party at any time owns any real property, a mortgage, deed of trust and/or other additional documentation required to provide fixed charges in such real property governed by the laws of the applicable province or state;

(d) Individual Borrower shall execute and deliver Security in the forms of Schedules H-14 and H-15 annexed hereto;

(e) Family Trust shall execute and deliver Security in the forms of Schedules H-16 and H-17 annexed hereto;

(f) Canadian Borrower shall execute, and shall cause the applicable Loan Party to execute, to the extent any such Loan Party has any accounts with any financial institution or account bank other than the Swingline Lender, an account control agreement, or similar document;

(g) Canadian Borrower shall cause, to the extent any shareholder loans to the Canadian Borrower or any other Loan Party are outstanding, delivery of postponement and assignment agreements from each applicable shareholder; and

(h) each Loan Party shall deliver to the Agent Landlord Waivers in accordance with Section 10.1(w).

(3) The Canadian Borrower (i) shall, as soon as reasonably practicable, give written notice to the Agent of the acquisition, creation or existence of each Subsidiary of a Loan Party and each person incorporated or formed by the Individual Borrower, in each case, created or acquired after the date hereof, together with such other information as the Agent may reasonably require, and (ii) shall promptly, and in any event within 10 Banking Days of such acquisition, creation or existence, cause each new Subsidiary of a Loan Party and, if deemed to be a Loan Party by the Agent, each such new person incorporated or formed by the Individual Borrower, to promptly execute and deliver to the Agent the Security contemplated hereby (together with a certified copy of its constating documents and a legal opinion in form and substance satisfactory to the Agent, acting reasonably).

(4) In addition to the Security described in subsections (1) and (2) of this Section 11.1, the Borrowers shall execute and deliver, or shall cause to be executed and delivered, all such guarantees and mortgages, debentures, pledge agreements, assignments and other security agreements as may be required by the Majority of the Lenders, acting reasonably (each in form and substance satisfactory to the Majority of the Lenders) in order to, or to more effectively, charge in favour of the Agent or grant Security Interests in favour of the Agent on and against all of the undertaking, assets and property (real or personal, tangible or intangible, present or future and of whatsoever nature and kind) of the Loan Parties as continuing collateral security for the payment and performance by the Borrowers of all Obligations, the Lender Financial Instrument Obligations and the Bank Product Obligations.

(5) Notwithstanding the foregoing or any other provision contained herein, the Agent shall not enter into any Security in respect of any real property located in the United States of America acquired by a Loan Party after the Closing Date until (a) the date that occurs 45 days after (unless a shorter period is agreed to by the Agent) the Agent has delivered to the Lenders (which may be delivered electronically) the following documents in respect of such real property:

(a) a completed flood hazard determination from a third party vendor or such other person acceptable to the Agent; and

(b) if such real property is located in a "special flood hazard area":

(i) a notification to the Canadian Borrower (or applicable Loan Party) of that fact;

(ii) if flood insurance coverage is not available:

(A) notification to the Canadian Borrower (or applicable Loan Party) that flood insurance coverage is not available; and

(B) evidence of the receipt by the Canadian Borrower (or applicable Loan Party) of such notice; and

(iii) if flood insurance is available in the community in which such real property is located:

(A) evidence of required flood insurance; and

(B) the Agent shall have received written confirmation from each of the Lenders that flood insurance due diligence and flood insurance compliance has been completed by the Lenders (such written confirmation not to be unreasonably conditioned, withheld or delayed).

11.2 Registration

The Canadian Borrower shall be responsible for all costs and expenses incurred in connection with the registration, filing and recording of the Security in all offices where such registration, filing or recording is necessary or of advantage to the creation, perfection and preserving of the security applicable to it (and acknowledges and agrees to the right of the Lenders' Counsel and their agents to effect all such registrations, filings and recordings). Without limiting the

generality of the foregoing, the Canadian Borrower shall be responsible for, in respect of any single fee simple interest in real property (or equivalent interest), all costs and expenses incurred in connection with the registration, filing and recording of the Security, in the form satisfactory to the Agent and the Lenders, as a fixed and specific mortgage and/or charge of such interest in real property in the applicable land titles or land registry office (and acknowledges and agrees to the right of the Lenders' Counsel and their agents to effect all such registrations, filings and recordings). The Canadian Borrower shall be responsible for all costs and expenses in connection with amending and renewing all such registrations, filings and recordings from time to time as and when required to keep them in full force and effect or to preserve the priority established by any prior registration, filing or recording thereof.

11.3 Forms

The forms of Security shall have been or shall be prepared based upon the laws of Canada and Alberta, except fixed charge mortgages over real property located outside of Alberta which shall be governed by the laws of the jurisdiction where such real property is located and if applicable, for certain Security to be executed by Loan Parties existing under laws outside of Canada, in which case such Security shall be prepared based upon the laws of such other jurisdiction applicable thereto in effect at the date hereof. The Agent shall have the right to require that:

(a) any such Security be amended to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, in order to confer upon the Agent the Security Interests intended to be created thereby, and

(b) the Loan Parties execute and deliver to the Agent such other and further debentures, mortgages, trust deeds, assignments and security agreements as may be reasonably required to ensure the Agent holds, subject to Permitted Encumbrances, first priority Security Interests (unless otherwise permitted by the Agent and the Lenders) on and against all of the property and assets of the Canadian Borrower, the U.S. Borrower, all other Loan Parties and the Individual Borrower,

except that in no event shall the Agent require that the foregoing be effected if the result thereof would be to grant the Agent or the Lenders greater rights than is otherwise contemplated herein or therein.

11.4 Continuing Security

Each item or part of the Security shall for all purposes be treated as a separate and continuing collateral security and shall be deemed to have been given in addition to and not in place of any other item or part of the Security or any other security now held or hereafter acquired by the Agent or the Lenders. No item or part of the Security shall be merged or be deemed to have been merged in or by this Agreement or any documents, instruments or acknowledgements delivered hereunder, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Lenders or the Agent under any security, instruments or agreements held by it or at law or in equity.

11.5 Dealing with Security

The Agent, with the consent of all of the Lenders, may grant extensions of time or other indulgences, take and give up securities (including the Security or any part or parts thereof), accept compositions, grant releases and discharges and otherwise deal with the Borrowers and other parties and with security (including, without limitation, the Security and each part thereof) as the Agent may see fit, without prejudice to or in any way limiting the liability of any Borrower under this Agreement or the other Documents or under any of the Security or any other collateral security.

11.6 Effectiveness

The Security and the security created by any other Document constituted or required to be created shall be effective, and the undertakings as to the Security herein or in any other Document shall be continuing, whether any Loans are then outstanding or any amounts thereby secured or any part thereof shall be owing before or after, or at the same time as, the creation of such Security Interests or before or after or upon the date of execution of any amendments to this Agreement.

11.7 Release and Discharge of Security

(1) The Loan Parties, the Individual Borrower and the Family Trust shall not be discharged from the Security or any part thereof, other than to the extent that such Security applies to a Permitted Disposition (in which case the Security shall, without further action, cease to apply to the subject matter thereof for the benefit of the Agent and the Lenders) except by a written release and discharge signed by the Agent with the prior written consent of the Lenders, not to be unreasonably withheld or delayed. If all of the Obligations, the Lender Financial Instrument Obligations and the Bank Product Obligations have been repaid, paid, satisfied and discharged, as the case may be, in full and the Credit Facilities have been fully cancelled, then the Agent shall cause it and the Lenders' interest in the Security to be released and discharged at the expense of the Borrowers.

(2) The Lenders hereby authorize the Agent, upon the written request of the Canadian Borrower, to:

(a) take such steps as may be required to release Security Interests from any property or assets in relation to a disposition permitted pursuant to Section 10.2(d); and

(b) execute and deliver such releases, discharges, no-interest letters, agreements or other instruments as may be necessary or reasonably requested by the Canadian Borrower to effect the foregoing or to evidence the foregoing or to evidence the release of any property or assets which are the subject of an Permitted Disposition.

11.8 Transfer of Security

If The Bank of Nova Scotia, in its capacity as Agent, or any successor thereto, in its capacity as Agent ceases to be the Agent (the "**Departing Agent**"), the Departing Agent shall transfer and assign all of its right, title and interest in its capacity as Agent in and to the Security to the Successor Agent and the provisions of Section 11.2 shall apply, *mutatis mutandis*, with respect to such assignment and transfer.

11.9 Hedging Affiliates and Bank Product Affiliates

Each Lender hereby confirms to and agrees with the Agent and the other Lenders as follows:

(a) such Lender is, for the purpose of securing the Lender Financial Instrument Obligations and the Bank Product Obligations owing to or in favour of its Hedging Affiliates or Bank Product Affiliates pursuant to the Security, executing and delivering this Agreement both on its own behalf and as agent for and on behalf of such Hedging Affiliates and Bank Product Affiliates;

(b) the Agent shall be and is hereby authorized by each such Hedging Affiliate and Bank Product Affiliate (i) to hold the Security on behalf of such Hedging Affiliate and Bank Product Affiliate as security for the Lender Financial Instrument Obligations and the Bank Product Obligations owing to or in favour of it in accordance with the provisions of the Documents and (ii) to act in accordance with the provisions of the Documents (including on the instructions or at the direction of the Majority of the Lenders which, for certainty, shall not include the Hedging Affiliates or the Bank Product Affiliates) in all respects with respect to the Security; and

(c) the Lender Financial Instruments of any such Hedging Affiliate, the Lender Financial Instrument Obligations, the documents governing any Bank Product or the Bank Product Obligations owing to or in favour of any such Hedging Affiliate or Bank Product Affiliate shall not be included or taken into account for the purposes of Section 16.10 or (for certainty) in any determination of the Majority of the Lenders or the Lenders which shall be determined solely based upon the Commitments of the Lenders hereunder or the Outstanding Principal owing to the Lenders.

11.10 Security for Hedging with Former Lenders

If a Lender ceases to be a Lender under this Agreement (a "**Former Lender**"), all Lender Financial Instrument Obligations owing to such Former Lender and its Hedging Affiliates under Lender Financial Instruments entered into while such Former Lender was a Lender shall remain secured by the Security (equally and rateably) to the extent that such Lender Financial Instrument Obligations were secured by the Security prior to such Lender becoming a Former Lender and, subject to the following provisions of this Section 11.10 and unless the context otherwise requires, all references herein or in any other Document to "Lender Financial Instrument Obligations" shall include such obligations to a Former Lender and its Hedging Affiliates, all references herein or in any other Document to "Lenders" shall include Former Lenders for the purposes of such obligations, all references herein or in any other Document to "Hedging Affiliates" shall include Affiliates of such Former Lenders for the purposes of such obligations and all references herein or in any other Document to "Lender Financial Instruments" shall include such Financial Instruments with a Former Lender and its Hedging Affiliates. For certainty, any Financial Instrument Obligations under Financial Instruments entered into with a Former Lender or an Affiliate thereof after the Former Lender has ceased to be a Lender shall not be secured by the Security. Notwithstanding the foregoing, no Former Lender or any Affiliate thereof shall have any right to cause or require the enforcement of the Security or any right to participate in any decisions relating to the Security, including any decisions relating to the enforcement or manner of enforcement of the Security or decisions relating to any amendment to, waiver under, release of or other dealing with

all or any part of the Security; for certainty, the sole right of a Former Lender and its Affiliates with respect to the Security is to share, on a *pari passu* basis, in any proceeds of realization and enforcement of the Security.

11.11 Illegality Clause (For Add on Real Property Collateral)

If any Lender determines, acting reasonably, that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for such Lender to hold or benefit from a Security Interest over real property pursuant to any law of the United States of America or any State thereof, such Lender may notify the Agent and disclaim any benefit of such Security Interest to the extent of such illegality; provided, that such determination or disclaimer shall not invalidate or render unenforceable such Security Interest for the benefit of any other Lender.

ARTICLE 12 - EVENTS OF DEFAULT AND ACCELERATION

12.1 Events of Default

The occurrence of any one or more of the following events (each such event being herein referred to as an "**Event of Default**") shall constitute a default under this Agreement:

(a) Principal Default: if any Borrower fails to pay the principal of any Loan hereunder when due and payable;

(b) Other Payment Default: if any Borrower fails to pay:

(i) any interest (including, if applicable, default interest) accrued on any Loan;

(ii) any issuance fee with respect to a Letter of Credit; or

(iii) any other amount not specifically referred to in paragraph (a) above or in this paragraph (b) payable by a Borrower hereunder;

in each case when due and payable, and such default is not remedied within 3 Banking Days;

(c) Certain Covenant Defaults: if any Borrower fails to observe or perform any covenant in Section 10.1(n), Section 10.1(p), Sections 10.2(b) to 10.2(e), inclusive, Section 10.2(h), Section 10.2(k), Section 10.2(m) or Section 10.3;

(d) Breach of Other Covenants: if a Loan Party, the Individual Borrower or the Family Trust fails to observe or perform any covenant or obligation herein or in any other Document required on its part to be observed or performed (other than a covenant or condition whose breach or default in performance is specifically dealt with elsewhere in this Section) and, after notice has been given by the Agent to such Loan Party, the Family Trust or the Individual Borrower, as applicable, specifying such default and requiring such Loan Party, the Family Trust or the Individual Borrower, as applicable, to remedy or cure the same, such Loan Party, the Family Trust or the Individual Borrower, as applicable, shall fail to remedy such default within a period of 10 days after the giving of such notice;

(e) Incorrect Representations: if any representation or warranty made or deemed to be made by a Loan Party, the Individual Borrower or the Family Trust herein or in any other Document shall prove to have been incorrect or misleading in any respect on and as of the date made and, if curable, the facts or circumstances which make such representation or warranty incorrect or misleading are not remedied and the representation or warranty in question remains incorrect or misleading more than 10 days after the Agent notifies the Canadian Borrower of the same;

(f) Involuntary Insolvency: if a decree or order of a court of competent jurisdiction is entered adjudging a Loan Party or the Individual Borrower a bankrupt or insolvent under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada), the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous laws or ordering the winding up or liquidation of its affairs;

(g) *Idem*: if any case, proceeding or other action shall be instituted in any court of competent jurisdiction against a Loan Party or the Individual Borrower seeking in respect of it an adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition, proposal or arrangement with creditors, a readjustment of debts, the appointment of a trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers with respect to such Loan Party or the Individual Borrower or of all or substantially all of its assets, or any other like relief in respect of such Loan Party or the Individual Borrower under any bankruptcy or insolvency law and such case, proceeding or other action results in an entry of an order for such relief or any such adjudication or appointment, which is not stayed or dismissed within 15 days;

(h) Voluntary Insolvency: if a Loan Party or the Individual Borrower makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestrator, liquidator or other person with similar powers of itself or of all or substantially all of its assets, or files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition, administration, compromise, restructuring or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such assignment, proposal, relief, petition, proposal, appointment or proceeding;

(i) Dissolution: except as permitted by Sections 10.2(c) or 10.2(k), if proceedings are commenced for the dissolution, liquidation or winding up of a Loan Party unless such proceedings are being actively and diligently contested in good faith to the reasonable satisfaction of the Majority of the Lenders;

(j) Security Realization: if creditors of any Loan Party having a Security Interest against or in respect of the property and assets thereof, or any part thereof, realize upon or enforce any such security against such property and assets or any part thereof having an aggregate fair market value in excess of Cdn.$1,000,000 (or the Equivalent Amount thereof in United States Dollars or the equivalent thereof in any other currency) and such realization or enforcement shall continue in effect and not be released, discharged or stayed within the lesser of 30 days and the period of time prescribed under Applicable Laws for the completion of the sale of or realization against the assets subject to such seizure or attachment;

(k) Seizure: if property and assets of the Loan Parties or any part thereof having an aggregate fair market value in excess of Cdn.$1,000,000 (or the Equivalent Amount thereof in United States Dollars or the equivalent thereof in any other currency) are seized or otherwise attached by anyone pursuant to any legal process or other means, including, without limitation, distress, execution or any other step or proceeding with similar effect and such attachment, step or other proceeding shall continue in effect and not be released, discharged or stayed within the lesser of 30 days and the period of time prescribed under Applicable Laws for the completion of the sale of or realization against the assets subject to such seizure or attachment;

(l) Judgment: if one or more final judgments, decrees or orders (after available appeals have been exhausted) for an aggregate amount in excess of Cdn.$1,000,000 (or the Equivalent Amount thereof in United States Dollars or the equivalent thereof in any other currency) shall be awarded against a Loan Party and such Loan Party has not provided security (to the Agent, the applicable court that rendered such judgment, the judgment creditor or an agent or trustee for one of the foregoing) for any of such judgments, decrees or orders or caused such judgment decree or order to be satisfied or stayed within 30 days of such judgment, decree or order being awarded;

(m) Payment Cross Default: if any Loan Party (or any combination thereof) defaults in the payment when due (whether at maturity, upon acceleration, or otherwise) of Debt or Financial Instrument Obligations in aggregate in excess of Cdn.$1,000,000 (or the Equivalent Amount thereof in United States Dollars or the equivalent thereof in any other currency);

(n) Event Cross Default: if a default, event of default or other similar condition or event (however described) in respect of the Loan Parties (or any combination thereof) occurs or exists under any indentures, credit agreements, agreements, indemnification or other instruments evidencing or relating to Debt or Financial Instrument Obligations (individually or collectively) in an aggregate amount in excess of Cdn.$1,000,000 (or the Equivalent Amount thereof in United States Dollars or the equivalent thereof in any other currency) and such default, event or condition has resulted in such Debt or Financial Instrument Obligations becoming, or becoming capable at such time of being declared, due and payable thereunder before it would otherwise have been due and payable;

(o) Cease to Carry on Business: if the any Loan Party ceases to carry on business other than as expressly permitted pursuant to Sections 10.2(c) or 10.2(k);

(p) Change of Control: if a Change of Control occurs;

(q) Lender Financial Instruments: if a Financial Instrument Demand for Payment has been delivered to a Loan Party and such Loan Party fails to make any material payment thereunder within the lesser of (i) 3 Banking Days and (ii) the time otherwise required for payment thereunder, or if a Termination Event occurs, and in any such case, such default has not been waived or cured;

(r) Loss and Priority of Security: if any of the Security shall cease to be a valid first priority Security Interest (unless otherwise consented to by the Agent and the Lenders) against the property, assets and undertaking of any Loan Party, the Individual Borrower or the Family Trust as against third parties (and the same is not forthwith effectively rectified or replaced by the applicable Loan Party, the Individual Borrower or Family Trust);

(s) Invalidity: if any of this Agreement, any Security or any other Document or any material provision of any of the foregoing shall at any time for any reason cease to be in full force and effect, be declared to be void or voidable (and the same is not forthwith effectively rectified or replaced by the applicable Loan Party, the Individual Borrower or the Family Trust) or shall be repudiated, or the validity or enforceability thereof shall at any time be contested by the Canadian Borrower, any other Loan Party, the Individual Borrower or the Family Trust, or the Canadian Borrower, any other Loan Party, the Individual Borrower or the Family Trust shall deny that it has any or any further liability or obligation thereunder, or at any time it shall be unlawful or impossible for them to perform any of their respective obligations;

(t) ERISA Event: if an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, has resulted in or would reasonably be expected to result in a Material Adverse Effect; or

(u) Material Adverse Effect: if, in the opinion of the Lenders (acting reasonably) (i) an event, which has not been approved by all Lenders in writing and which would reasonably be expected to have a Material Adverse Effect, has occurred or (ii) in addition to the foregoing and without derogating therefrom, if the Agent determines that circumstances relating to the Blue Goose Litigation have changed in any material adverse manner at any time after the date hereof and there is a reasonable likelihood of a determination adverse to a Loan Party and which, if determined adversely, would have or would reasonably be expected to have a Material Adverse Effect.

12.2 Acceleration

If any Event of Default shall occur and for so long as it is continuing:

(a) the entire principal amount of all Loans then outstanding from the Borrowers and all accrued and unpaid interest thereon;

(b) an amount equal to the maximum amount then available to be drawn under all unexpired Letters of Credit; and

(c) all other Obligations outstanding hereunder,

shall, at the option of the Agent in accordance with Section 15.11 or upon the request of a Majority of the Lenders, become immediately due and payable upon written notice to that effect from the Agent to the Canadian Borrower, all without any other notice and without presentment, protest, demand, notice of dishonour or any other demand whatsoever (all of which are hereby expressly waived by the Borrowers). In such event and if the Borrowers do not immediately pay all such amounts upon receipt of such notice, either the Lenders (in accordance with the proviso in Section 15.11(a)) or the Agent on their behalf may, in their discretion, exercise any right or recourse and/or proceed by any action, suit, remedy or proceeding against each Borrower or any other Loan Party authorized or permitted by law for the recovery of all the indebtedness and liabilities of the Borrowers to the Lenders and proceed to exercise any and all rights hereunder and under the other Documents and no such remedy for the enforcement of the rights of the Lenders shall be exclusive of or dependent on any other remedy but any one or more of such remedies may from time to time be exercised independently or in combination.

12.3 Conversion on Default

Upon the occurrence of an Event of Default, the Agent on behalf of the applicable Lenders may convert any SOFR Loan outstanding to a U.S. Base Rate Loan and/or any CORRA Loan outstanding to a Canadian Prime Rate Loan . Interest shall accrue on each such U.S. Base Rate Loan at the rate specified in Section 5.2 or 5.1, as applicable, with interest on all overdue interest at the same rate, such interest to be calculated daily and payable on demand.

12.4 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Lenders and the Agent hereunder or under any other Document are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Lenders or by the Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement or other Document shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which any one or more of the Lenders and the Agent may be lawfully entitled for such default or breach. Any waiver by, as applicable, the Majority of the Lenders, the Lenders or the Agent of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein and any indulgence granted, either expressly or by course of conduct, by, as applicable, the Majority of the Lenders, the Lenders or the Agent shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Lenders or the Agent under this Agreement or any other Document as a result of any other default or breach hereunder or thereunder.

12.5 Termination of Lenders' Obligations

The occurrence of a Default or Event of Default shall relieve the Lenders of all obligations to provide any further Drawdowns, Rollovers or Conversions to each Borrower hereunder; provided that the foregoing shall not prevent the Lenders or the Agent from disbursing money or effecting any Conversion which, by the terms hereof, they are entitled to effect, or any Conversion or Rollover requested by a Borrower and acceptable to the applicable Lenders and the Agent.

12.6 Acceleration of All Lender Obligations

(1) If a Lender is actually aware of a Termination Event under Lender Financial Instruments to which it is a party or if a Lender has delivered a Financial Instrument Demand for Payment to a Borrower or another Loan Party, then it shall promptly notify the Agent and other Lenders thereof.

(2) If an Acceleration Notice has been delivered to a Borrower, then, to the extent that it is not already the case, all Obligations, all Financial Instrument Obligations under Lender Financial Instruments and all Bank Product Obligations shall be immediately due and payable and each Lender, Hedging Affiliate and the Agent shall (and shall be entitled to) promptly, and in any event within 3 Banking Days of receipt of notice of the foregoing, deliver such other Demands for Payment and notices as may be necessary to ensure that all Obligations, all Financial Instrument Obligations under Lender Financial Instruments and all Bank Product Obligations are thereafter due and payable under this Agreement, the applicable Lender Financial Instruments and the applicable documents relating to the Bank Product Obligations.

(3) Each agreement, indenture, instrument or other document evidencing or relating to Bank Product Obligations or a Lender Financial Instrument shall, notwithstanding any provision thereof to the contrary, be deemed to be hereby amended to allow and permit the Lender or Affiliate of a Lender which is a party thereto to comply with the provisions of this Section 12.6.

12.7 Application and Sharing of Payments Following Acceleration

Except as otherwise agreed to by all of the Lenders in their sole discretion, all monies and property received by the Lenders for application in respect of the Obligations, the Bank Product Obligations and the Financial Instrument Obligations under Lender Financial Instruments subsequent to the Adjustment Time and all monies received as a result of a realization upon the Security (collectively, the "**Realization Proceeds**") shall be applied and distributed to the Lenders and the Agent in the order and manner set forth below:

(a) firstly, distributed proportionately to the Lenders and the Agent in accordance with amounts owing to each Lender and the Agent on account of the costs and expenses of enforcement and realization upon the Security; and

(b) secondly, distributed Rateably to the Lenders, the Bank Product Affiliates and Hedging Affiliates on account of the Obligations, the Bank Product Obligations and the Financial Instrument Obligations under Lender Financial Instruments;

and the balance of the Realization Proceeds (if any) after the payment in full and in cash of all such obligations shall be paid to the Canadian Borrower or otherwise as may be required by law.

12.8 Calculations as at the Adjustment Time

For the purposes of this Agreement, if:

(a) a Financial Instrument Demand for Payment has been delivered; or

(b) a Termination Event has occurred under any agreement evidencing a permitted Lender Financial Instrument;

then any amount which is payable by a Borrower or any other Loan Party under such Lender Financial Instrument in settlement of obligations arising thereunder as a result of the early termination of the Lender Financial Instrument shall be deemed to have become payable at the time of delivery of such Financial Instrument Demand for Payment or the time of occurrence of such Termination Event, as the case may be, notwithstanding that the amount payable by such Borrower or other Loan Party is to be subsequently calculated and notice thereof given to such Borrower or other Loan Party in accordance with such Lender Financial Instrument.

12.9 Sharing Repayments

To the extent necessary to ensure that, and to give effect to the agreement that, the Obligations, the Bank Product Obligations and the Lender Financial Instrument Obligations are secured equally and rateably, each Lender agrees that, subsequent to the Adjustment Time, it will at any time and from time to time, upon the request of the Agent, purchase undivided participations in the Obligations, the Bank Product Obligations and Financial Instrument Obligations under Lender Financial Instruments and make any other adjustments which may be necessary or appropriate, in order that the Obligations, the Bank Product Obligations and Financial Instrument Obligations under Lender Financial Instruments which remain outstanding to each Lender and its Hedging Affiliates and Bank Product Affiliates are thereafter outstanding, as adjusted pursuant to this Section, in accordance with the provisions of Section 12.7. The Borrowers agree to do, or cause to be done (whether by a Borrower or another Loan Party), all things reasonably necessary or appropriate to give effect to any and all purchases and other adjustments by and between the Lenders pursuant to this Section.

ARTICLE 13 - CHANGE OF CIRCUMSTANCES

13.1 Inability to Determine Rates Respecting SOFR Loans

Subject to Section 13.2, if, on or prior to the first day of any Interest Period for any SOFR Loan:

(a) the Agent determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term SOFR" cannot be determined pursuant to the definition thereof; or

(b) a Majority of the Lenders determine that for any reason in connection with any request for a SOFR Loan or a Conversion thereto or a Rollover thereof that Adjusted Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of funding such SOFR Loan, and a Majority of the Lenders have provided notice of such determination to the Agent,

then the Agent will promptly so notify the Canadian Borrower and each Lender. Upon notice thereof by the Agent to the Canadian Borrower, any obligation of the Lenders to provide a Drawdown of, Conversion to or Rollover of SOFR Loans shall be suspended (to the extent of the affected SOFR Loans and, in the case of a SOFR Loan, the affected Interest Periods) until the Agent, and, in respect of subparagraph (b) above, at the instruction of a Majority of the Lenders, revokes such notice. Upon receipt of such notice, (i) the applicable Borrower may revoke any pending request for a Drawdown of, Conversion to or Rollover of SOFR Loans (to the extent of the affected SOFR Loans or the affected Interest Periods) or, failing that, the applicable Borrower will be deemed to have converted any such request into a request for a Drawdown of or Conversion to U.S. Base Rate Loans in the amount specified therein and (ii) any outstanding affected SOFR Loans will be

deemed to have been converted into U.S. Base Rate Loans at the end of the applicable Interest Period.

13.2 Benchmark Replacement

Notwithstanding anything to the contrary herein or in any other Document:

(a) If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (i) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Document and (ii) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Document in respect of any Benchmark setting at or after 5:00 p.m. (New York time) on the fifth (5^{th}) Banking Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Document so long as the Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising Majority of the Lenders. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis

(b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Document.

(c) Notice; Standards for Decisions and Determinations. The Agent will promptly notify the Canadian Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Agent will promptly notify the Canadian Borrower of (A) the removal or reinstatement of any tenor of a Benchmark pursuant to this Section 13.2, and (B) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 13.2, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Document, except, in each case, as expressly required pursuant to this Section 13.2.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Agent in its reasonable discretion or (B) the administration of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Canadian Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the applicable Borrower may revoke any pending request for a Drawdown of, Conversion to or Rollover of SOFR Loans to be drawn down, converted or rolled over during any Benchmark Unavailability Period and, failing that, the applicable Borrower will be deemed to have converted any such request into a request for an Drawdown of, or Conversion to U.S. Base Rate Loans. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the U.S. Base Rate.

13.3 Inability to Determine Rates Respecting CORRA Loans

(1) Subject to Section 13.7, if, on or prior to the first day of any Interest Period for any Term CORRA Loan or Daily Compounded CORRA Loan, as applicable:

(a) the Agent (acting reasonably) determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term CORRA" or "Adjusted Daily Compounded CORRA", as applicable, cannot be determined pursuant to the definition thereof, for reasons other than a Cdn. Benchmark Transition Event; or

(b) the Majority of the Lenders determine that for any reason in connection with any Drawdown of a Term CORRA Loan or Daily Compounded CORRA Loan, as applicable, or a Conversion into or a Rollover of a Term CORRA or Daily Compounded CORRA, as applicable, for any requested Interest Period with respect to a proposed Term CORRA Loan or Daily Compounded CORRA Loan, as applicable, does not adequately and fairly reflect the cost to such Lenders of

making and maintaining such Loan, and the Majority of the have provided notice of such determination to the Agent,

the Agent will promptly so notify the Canadian Borrower and each Lenders.

(2) Upon delivery of such notice by the Agent to the Canadian Borrower under Section 13.3(1), any obligation of the Lenders to make Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, and any right of any Borrower to Rollover outstanding Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, or to effect a Conversion of Canadian Prime Rate Loans to Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, shall be suspended (to the extent of the affected Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, or affected Interest Periods) until the Agent (with respect to clause (b), at the instruction of the Majority of the Lenders) revokes such notice.

(3) Upon receipt of such notice by the Agent to the Canadian Borrower under Section 13.3(1), (i) (x) the applicable Borrower may revoke any pending request for a Drawdown of, Conversion to or Rollover of Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, (to the extent of the affected Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, or affected Interest Periods); (y) in respect of Term CORRA Loans, the applicable Borrower may elect to convert any such request into a request for a Drawdown of or Conversion to Daily Compounded CORRA Loans; or, failing such revocation or election, (z) the applicable Borrower will be deemed to have converted any such request into a request for a Drawdown of or Conversion to Canadian Prime Rate Loans, in the amount specified therein and (ii) (x) in respect of Term CORRA Loans, the applicable Borrower may elect to convert any outstanding affected Term CORRA Loans at the end of the applicable Interest Period, into Daily Compounded CORRA Loans and (y) otherwise, or failing such election, any outstanding affected Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, will be deemed to have been converted, at the end of the applicable Interest Period, into Canadian Prime Rate Loans. Upon any such conversion, the Borrowers shall also pay accrued interest on the amount so converted, together with any additional amounts required,

13.4 Change in Law

(1) If the adoption of any applicable law, regulation, treaty or official directive (whether or not having the force of law) or any change therein or in the interpretation or application thereof by any court or by any Governmental Authority or any other entity charged with the interpretation or administration thereof or compliance by a Lender or its Lender Parent with any request or direction (whether or not having the force of law) of any such court, Governmental Authority or entity in each case after the date hereof:

(a) subjects such Lender or its Lender Parent to, or causes the withdrawal or termination of a previously granted exemption with respect to, any Taxes (other than Taxes imposed on or measured by such Lender's or its Lender Parent's overall net income or overall capital), or changes the basis of taxation of payments due to such Lender, or increases any existing Taxes (other than Taxes imposed on or measured by such Lender's or its Lender Parent's overall net income or overall capital) on payments of principal, interest or other amounts payable by a Borrower to such Lender under this Agreement;

(b) imposes, modifies or deems applicable any reserve, liquidity, special deposit, insurance charges, regulatory or similar requirement against assets or liabilities

held by, or deposits in or for the account of, or loans by such Lender or its Lender Parent, or any acquisition of funds for loans or commitments to fund loans or obligations in respect of undrawn, committed lines of credit;

(c) imposes on such Lender or its Lender Parent or requires there to be maintained by such Lender or its Lender Parent any capital adequacy or additional capital requirements (including a requirement which affects such Lender's or its Lender Parent's allocation of capital resources to its obligations) in respect of any Loan or obligation of such Lender hereunder, or any other condition with respect to this Agreement; or

(d) directly or indirectly affects the cost or imposes any expense to such Lender or its Lender Parent of making available, funding or maintaining any Loan (other than changes in Taxes imposed on or measured by such Lender's or its Lender Parent's overall net income or overall capital) or otherwise imposes on such Lender or its Lender Parent any other condition or requirement affecting this Agreement or any Loan or any obligation of such Lender hereunder;

and the result of (a), (b), (c) or (d) above, in the sole determination of such Lender acting in good faith, is:

(e) to increase the cost to such Lender or its Lender Parent of performing its obligations hereunder with respect to any Loan;

(f) to reduce any amount received or receivable by such Lender or its Lender Parent hereunder or its effective return hereunder or on its capital in respect of any Loan or either Credit Facility;

(g) to reduce the standby fees payable to such Lender pursuant to Section 5.8; or

(h) to cause such Lender or its Lender Parent to make any payment with respect to or to forego any return on or calculated by reference to, any amount received or receivable by such Lender hereunder with respect to any Loan or either Credit Facility;

such Lender shall determine that amount of money which shall compensate the Lender or its Lender Parent for such increase in cost, payments to be made or reduction in income or return or interest foregone (herein referred to as "**Additional Compensation**"). Upon a Lender having determined that it is entitled to Additional Compensation in accordance with the provisions of this Section, the Lender shall promptly so notify the Canadian Borrower and the Agent. The relevant Lender shall provide the Canadian Borrower and the Agent with a photocopy of the relevant law, rule, guideline, regulation, treaty or official directive (or, if it is impracticable to provide a photocopy, a written summary of the same) and a certificate of a duly authorized officer of such Lender setting forth the Additional Compensation and the basis of calculation therefor, which shall be conclusive evidence of such Additional Compensation in the absence of manifest error. The applicable Borrowers shall pay to such Lender within 10 Banking Days of the giving of such notice such Lender's Additional Compensation. Each of the Lenders shall be entitled to be paid such Additional Compensation from time to time to the extent that the provisions of this Section are then applicable notwithstanding that any Lender has previously been paid any Additional Compensation.

(2) Notwithstanding anything herein to the contrary, (i) the *Dodd-Frank Wall Street Reform and Consumer Protection Act* and all regulations, requests, rules, guidelines or directives thereunder or issued in connection therewith or in the implementation thereof and (ii) all regulations, requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States, Canadian or other regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "change in law" for the purposes of this Section 13.4, regardless of the date enacted, adopted or issued.

(3) Each Lender agrees that it will not claim Additional Compensation from the Borrowers under Section 13.4(1) if it is not generally claiming similar compensation from its other customers in similar circumstances or in respect of any period greater than 3 months prior to the delivery of notice in respect thereof by such Lender, unless, in the latter case, the adoption, change or other event or circumstance giving rise to the claim for Additional Compensation is retroactive or is retroactive in effect.

13.5 Prepayment of Portion

In addition to the other rights and options of the Borrowers hereunder and notwithstanding any contrary provisions hereof, if a Lender gives the notice provided for in Section 13.4 with respect to any Loan (an "**Affected Loan**"), the Borrowers may, upon 2 Banking Days' notice to that effect given to such Lender and the Agent (which notice shall be irrevocable), either effect a Conversion in accordance with the provisions hereof (if such Conversion would reduce the applicable Additional Compensation) or prepay in full without penalty such Lender's Rateable Portion of the Affected Loan outstanding together with accrued and unpaid interest on the principal amount so prepaid up to the date of such prepayment, such Additional Compensation as may be applicable to the date of such payment and all costs, losses and expenses incurred by such Lender by reason of the liquidation or re-deployment of deposits or other funds or for any other reason whatsoever resulting from the repayment of such Affected Loan or any part thereof on a day other than the last day of the applicable Interest Period, and upon such payment being made that Lender's obligations to make such Affected Loans to the Borrowers under this Agreement shall terminate.

13.6 Illegality

If a Lender determines, in good faith, that (a) the adoption of any applicable law, regulation, treaty or official directive (whether or not having the force of law) or any change therein or in the interpretation or application thereof by any court or by any Governmental Authority or any other entity charged with the interpretation or administration thereof or compliance by a Lender or its Lender Parent with any request or direction (whether or not having the force of law) of any such authority or entity, now or hereafter makes it unlawful or impossible for any Lender to, or for its Lender Parent to permit such Lender to, make, fund or maintain a Loan under either Credit Facility or to give effect to its obligations in respect of such a Loan or (b) the making, funding, maintaining or continuance of any Loan is or becomes unlawful or impossible as a result of compliance by such Lender with any Sanctions Laws, such Lender may, by written notice thereof to the Canadian Borrower and to the Agent declare its obligations under this Agreement in respect of such Loan to be terminated whereupon the same shall forthwith terminate, and the Borrowers shall, within the time required by such law (or at the end of such longer period as such Lender at its discretion has agreed), either effect a Conversion of such Loan in accordance with the provisions hereof (if such Conversion would resolve the unlawfulness or impossibility) or prepay the principal of such Loan together with accrued interest, such Additional Compensation as may be applicable with respect to

such Loan to the date of such payment and all costs, losses and expenses incurred by the Lenders by reason of the liquidation or re-deployment of deposits or other funds or for any other reason whatsoever resulting from the repayment of such Loan or any part thereof on other than the last day of the applicable Interest Period. If any such change shall only affect a portion of such Lender's obligations under this Agreement which is, in the opinion of such Lender and the Agent, severable from the remainder of this Agreement so that the remainder of this Agreement may be continued in full force and effect without otherwise affecting any of the obligations of the Agent, the other Lenders or the Borrowers hereunder, such Lender shall only declare its obligations under that portion so terminated.

13.7 Cdn. Benchmark Replacement

(1) Notwithstanding anything to the contrary herein or in any other Document, if a Cdn. Benchmark Transition Event and its related Cdn. Benchmark Replacement Date have occurred prior any setting of the then-current Cdn. Benchmark, then (x) if a Cdn. Benchmark Replacement is determined in accordance with clause (a) of the definition of "Cdn. Benchmark Replacement" for such Cdn. Benchmark Replacement Date, such Cdn. Benchmark Replacement will replace such Cdn. Benchmark for all purposes hereunder and under any Document in respect of such Cdn. Benchmark setting and subsequent Cdn. Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Document and (y) if a Cdn. Benchmark Replacement is determined in accordance with clause (b) of the definition of "Cdn. Benchmark Replacement" for such Cdn. Benchmark Replacement Date, such Cdn. Benchmark Replacement will replace such Cdn. Benchmark for all purposes hereunder and under any Document in respect of any Cdn. Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth Banking Day after the date notice of such Cdn. Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Document so long as the Agent has not received, by such time, written notice of objection to such Cdn. Benchmark Replacement from the Majority of the Lenders. If the Cdn. Benchmark Replacement is Adjusted Daily Compounded CORRA, all interest payments will be payable on the last day of each Interest Period.

(2) In connection with the use, administration, adoption or implementation of a Cdn. Benchmark Replacement, the Agent will have the right to make Cdn. Benchmark Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Document, any amendments implementing such Cdn. Benchmark Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Document.

(3) The Agent will promptly notify the Canadian Borrower, and the Lenders of (i) the implementation of any Cdn. Benchmark Replacement and (ii) the effectiveness of any Cdn. Benchmark Conforming Changes in connection with the use, administration, adoption or implementation of a Cdn. Benchmark Replacement. The Agent will notify the Canadian Borrower of (a) the removal or reinstatement of any tenor of a Cdn. Benchmark pursuant to Section 13.7(4) and (b) the commencement of any Cdn. Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 13.7 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Document, except, in each case, as expressly required pursuant to this Section 13.7.

(4) Notwithstanding anything to the contrary herein or in any other Document, at any time (including in connection with the implementation of a Cdn. Benchmark Replacement), (a) if the then-current Cdn. Benchmark is a term rate (including Term CORRA) and either (A) any tenor for such Cdn. Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Cdn. Benchmark has provided a public statement or publication of information announcing that any tenor for such Cdn. Benchmark is not or will not be representative, then the Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Cdn. Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (b) if a tenor that was removed pursuant to clause (a) above either (A) is subsequently displayed on a screen or information service for a Cdn. Benchmark (including a Cdn. Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Cdn. Benchmark (including a Cdn. Benchmark Replacement), then the Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Cdn. Benchmark settings at or after such time to reinstate such previously removed tenor.

(5) Upon the Canadian Borrower's receipt of notice of the commencement of a Cdn. Benchmark Unavailability Period, the applicable Borrower may revoke any pending request for a Drawdown of, Conversion into or Rollover of CORRA Loans, to be made, converted or rolled over during any Cdn. Benchmark Unavailability Period and, failing that, the applicable Borrower will be deemed to have converted any such request into a request for a Drawdown of or Conversion into, (a) for a Cdn. Benchmark Unavailability Period in respect of Term CORRA, Daily Compounded CORRA Loans and (b) for a Cdn. Benchmark Unavailability Period in respect of a Cdn. Benchmark other than Term CORRA, Canadian Prime Rate Loans.

ARTICLE 14- COSTS, EXPENSES AND INDEMNIFICATION

14.1 Costs and Expenses

The Borrowers shall pay promptly upon notice from the Agent all reasonable out-of-pocket costs and expenses of the Lenders and the Agent, including, without limitation, travel expenses of the Lead Arranger, expenses relating to Syndtrak, Intralinks® or any other Platform and due diligence expenses, in connection with the Documents and the establishment and syndication of the Credit Facilities including in connection with preparation, printing, execution and delivery of this Agreement and the other Documents and whether or not any Drawdown has been made hereunder, and also including, without limitation, the reasonable fees and out-of-pocket costs and expenses of Lenders' Counsel (on a solicitor-client full indemnity basis) with respect thereto and with respect to advising the Agent and the Lenders as to their rights and responsibilities under this Agreement and the other Documents (including, without limitation, the reasonable fees and out-of-pocket costs and expenses of Lenders' Counsel (on a solicitor-client full indemnity basis) and consultants retained as provided for in Section 10.1(x) hereof). Except for ordinary expenses of the Lenders and the Agent relating to the day to day administration of this Agreement, the Borrowers further agree to pay within 30 days of demand by the Agent all reasonable out-of-pocket costs and expenses in connection with the preparation or review of waivers, consents and amendments pertaining to this Agreement, and in connection with the establishment of the validity and enforceability of this Agreement and the preservation or enforcement of rights of the Lenders and the Agent under this Agreement and other Documents, including, without limitation, all reasonable out-of-pocket costs and expenses sustained by the Lenders and the Agent as a result of any failure by any Borrower to perform or observe any of its obligations hereunder or in connection with any action, suit or proceeding (whether or not an Indemnified Party is a party or subject thereto),

together with interest thereon from and after such 30th day if such payment is not made by such time.

14.2 General Indemnity

In addition to any liability of each of the Borrowers to any Lender or the Agent under any other provision hereof, the Borrowers shall each indemnify each Indemnified Party and hold each Indemnified Party harmless against any obligations, losses, claims, costs, damages, liabilities, penalties, actions, judgments, suits, expenses or disbursements (including, without limitation, any expense or cost incurred in the liquidation and re deployment of funds acquired to fund or maintain any portion of a Loan and reasonable out-of-pocket expenses and reasonable legal fees on a solicitor and his own client basis) incurred by the same as a result of or in connection with the Credit Facilities or the Documents, including, without limitation, as a result of or in connection with:

(a) any cost or expense incurred by reason of the liquidation or re-deployment in whole or in part of deposits or other funds required by any Lender to fund or maintain any Loan as a result of a Borrower's failure to complete a Drawdown or to make any payment, repayment or prepayment on the date required hereunder or specified by it in any notice given hereunder;

(b) a Borrower's failure to pay any other amount, including without limitation any interest or fee, due hereunder on its due date after the expiration of any applicable grace or notice periods (subject, however, to the interest obligations of the Borrowers hereunder for overdue amounts);

(c) a Borrower's repayment or prepayment of a SOFR Loan or a CORRA Loan otherwise than on the last day of its Interest Period;

(d) a Borrower's failure to give any notice required to be given by it to the Agent or the Lenders hereunder;

(e) the failure of a Borrower to make any other payment due hereunder;

(f) any inaccuracy or incompleteness of a Borrower's representations and warranties contained in Article 9;

(g) any failure of a Borrower to observe or fulfil its obligations under Article 10;

(h) any failure of a Borrower to observe or fulfil any other Obligation not specifically referred to above;

(i) the occurrence of any Default or Event of Default in respect of a Borrower; or

(j) any obligations, losses, claims, costs, damages, liabilities, penalties, actions, judgments, suits, expenses or disbursements (including, without limitation reasonable out-of-pocket expenses and reasonable legal fees on a solicitor and his own client basis in connection with the Blue Goose Litigation),

provided that this Section shall not apply to any losses, claims, costs, damages or liabilities that arise by reason of the gross negligence or wilful misconduct of the Indemnified Party claiming

indemnity hereunder, as determined in a final, non-appealable judgment by a court of competent jurisdiction. The provisions of this Section shall survive repayment of the Obligations.

14.3 Environmental Indemnity

The Borrowers shall each indemnify and hold harmless the Indemnified Parties forthwith on demand by the Agent from and against any and all claims, suits, actions, debts, damages, costs, losses, liabilities, penalties, obligations, judgments, charges, expenses and disbursements (including without limitation, all reasonable legal fees and disbursements on a solicitor and his own client basis) of any nature whatsoever, suffered or incurred by the Indemnified Parties or any of them in connection with the Credit Facilities, whether as beneficiaries under the Documents, as successors in interest of any of the Loan Parties, the Family Trust or the Individual Borrower, or voluntary transfer in lieu of foreclosure, or otherwise howsoever, with respect to any Environmental Claims relating to the property of any of the Loan Parties, the Family Trust or the Individual Borrower arising under any Environmental Laws as a result of the past, present or future operations of any of the Loan Parties, the Family Trust or the Individual Borrower (or any predecessor in interest to any Loan Party, the Family Trust or the Individual Borrower) relating to the property of any of the Loan Parties, the Family Trust or the Individual Borrower, or the past, present or future condition of any part of the property of any of the Loan Parties, the Family Trust or the Individual Borrower owned, operated or leased by any of the Loan Parties, the Family Trust or the Individual Borrower (or any predecessor in interest to any Loan Party, the Family Trust or the Individual Borrower), including any liabilities arising as a result of any indemnity covering Environmental Claims given to any person by the Lenders or the Agent or a receiver, receiver manager or similar person appointed hereunder or under applicable law (collectively, the "**Indemnified Third Party**"); but excluding any Environmental Claims or liabilities relating thereto to the extent that such Environmental Claims or liabilities arise by reason of the gross negligence or wilful misconduct of the Indemnified Party or the Indemnified Third Party claiming indemnity hereunder, as determined in a final, non-appealable judgment by a court of competent jurisdiction. The provisions of this Section shall survive the repayment of the Obligations.

14.4 Judgment Currency

(1) If for the purpose of obtaining or enforcing judgment against any Borrower in any court in any jurisdiction, it becomes necessary to convert into any other currency (such other currency being hereinafter in this Section referred to as the "**Judgment Currency**") an amount due in Canadian Dollars or United States Dollars under this Agreement, the conversion shall be made at the rate of exchange prevailing on the Banking Day immediately preceding:

(a) the date of actual payment of the amount due, in the case of any proceeding in the courts of any jurisdiction that will give effect to such conversion being made on such date; or

(b) the date on which the judgment is given, in the case of any proceeding in the courts of any other jurisdiction (the date as of which such conversion is made pursuant to this Section being hereinafter in this Section referred to as the "**Judgment Conversion Date**").

(2) If, in the case of any proceeding in the court of any jurisdiction referred to in Section 14.4(1)(b), there is a change in the rate of exchange prevailing between the Judgment Conversion Date and the date of actual payment of the amount due, the applicable Borrower shall pay such additional amount (if any) as may be necessary to ensure that the amount paid in the

Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of Canadian Dollars or United States Dollars, as the case may be, which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial order at the rate of exchange prevailing on the Judgment Conversion Date.

(3) Any amount due from a Borrower under the provisions of Section 14.4(2) shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of this Agreement.

(4) The term "rate of exchange" in this Section 14.4 means the rate of exchange for Canadian interbank transactions in Canadian Dollars or United States Dollars, as the case may be, in the Judgment Currency published by the Bank of Canada at approximately the end of business (Toronto time) on the Banking Day immediately preceding the day in question, or if such rate is not so published by the Bank of Canada, such term shall mean the Equivalent Amount of the Judgment Currency.

14.5 Sanctions Laws and AML Indemnity

(1) In addition to any liability of any Borrower to any Lender or the Agent under any other provision hereof, the Borrowers shall each indemnify each Indemnified Party and hold each Indemnified Party harmless against all losses, claims, costs, damages or liabilities (including due to claims by a third party), incurred by an Indemnified Party as a result of any breach by a Borrower of its covenants and representation and warranties contained herein with respect to Sanctions Laws and/or due to any action taken by an Indemnified Party pursuant to Sanctions Laws. No action taken by an Indemnified Party pursuant hereto, including the establishment of the Credit Facilities, the advance of funds or the issuance of any financial instruments hereunder or the processing of any payments or transactions, nor any action taken by any Borrower in relation thereto, shall be deemed to be a waiver of any rights or any Indemnified Party under any provisions hereof related to Sanctions Laws nor shall they act to relieve any Borrower of its obligations or liabilities in relation thereto.

(2) In addition to any liability of any Borrower to any Lender or the Agent under any other provision hereof , the Borrowers shall indemnify and hold harmless the Indemnified Parties forthwith on demand by the Agent from and against any and all claims, suits, actions, debts, damages, costs, losses, liabilities, penalties, obligations, judgments, charges, expenses and disbursements (including without limitation, all reasonable legal fees and disbursements on a solicitor and his own client basis) of any nature whatsoever, suffered or incurred by the Indemnified Parties or any of them in connection with either Credit Facility, whether as beneficiaries under the Documents, as successors in interest of either Borrower, any other Loan Party or any of their Subsidiaries, or voluntary transfer in lieu of foreclosure, or otherwise howsoever, with respect to any AML Claims including any liabilities arising as a result of any indemnity covering AML Claims given to any person by the Indemnified Third Party; but excluding any AML Claims or liabilities relating thereto to the extent that such AML Claims or liabilities arise by reason of the gross negligence or wilful misconduct of the Indemnified Party or the Indemnified Third Party claiming indemnity hereunder. The provisions of this Section shall survive the repayment of the Obligations.

14.6 Limits on Liabilities of Indemnified Parties

(1) No Indemnified Party shall have any liability to a Loan Party, the Family Trust or the Individual Borrower or any person asserting claims on behalf of, or in right of, any Loan Party, the Family Trust or the Individual Borrower in connection with or as a result of the Credit Facilities, this

Agreement or any other Document or any transaction contemplated hereby or thereby, except to the extent (and only to the extent) that any losses, claims, damages, liabilities or expenses incurred by such Loan Party, the Family Trust or the Individual Borrower or other person are determined by a final non-appealable judgment of a court of competent jurisdiction to have (a) resulted solely by reason of the gross negligence or wilful misconduct of such Indemnified Party or (b) in respect only of a Lender, resulted from the intentional failure of such Lender to advance funds under its Commitment when all conditions precedent to a Drawdown have been satisfied. In any event, and notwithstanding the foregoing or any other provision hereof or of the other Documents to the contrary, no Indemnified Party shall be liable for any special, indirect, consequential or punitive damages in connection with or as a result of either Credit Facility, this Agreement or any other Document or any transaction contemplated hereby or thereby.

ARTICLE 15
THE AGENT AND ADMINISTRATION OF THE CREDIT FACILITIES

15.1 Authorization and Action

(1) Each Lender hereby irrevocably appoints and authorizes the Agent to be its agent in its name and on its behalf to exercise such rights or powers granted to the Agent or the Lenders under this Agreement to the extent specifically provided herein and on the terms hereof, together with such powers as are reasonably incidental thereto and the Agent hereby accepts such appointment and authorization. As to any matters not expressly provided for by this Agreement, the Agent shall not be required to exercise any discretion or take any action, but, subject to Section 16.10, shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Majority of the Lenders and such instructions shall be binding upon all Lenders; provided, however, that the Agent shall not be required to take any action which exposes the Agent to liability in such capacity or which could result in the Agent's incurring any costs and expenses, without provision being made for indemnity of the Agent by the Lenders against any loss, liability, cost or expense incurred, or to be incurred or which is contrary to this Agreement or applicable law.

(2) The Lenders agree that all decisions as to actions to be or not to be taken, as to consents or waivers to be given or not to be given, as to determinations to be made and otherwise in connection with this Agreement and the Documents, shall be made upon the decision of the Majority of the Lenders except in respect of a decision or determination where it is specifically provided in this Agreement that "all of the Lenders" or "the Lenders" or words to similar effect, or the Agent alone, is to be responsible for same. Each of the Lenders shall be bound by and agrees to abide by and adopt all decisions made as aforesaid and covenants in all communications with the any Borrower to act in concert and to join in the action, consent, waiver, determination or other matter decided as aforesaid.

(3) For certainty, the Agent is authorized to execute and deliver the Security and any document or instrument in connection therewith, to hold the Security as agent, on behalf of the Lenders, the Hedging Affiliates and the Bank Product Affiliates and to perform its obligations under the Security.

15.2 Procedure for Making Loans

(1) The Agent shall make Loans available to the Borrowers as required hereunder by debiting the account of the Agent to which the applicable Lenders' Rateable Portions of such Loans

have been credited in accordance with Section 2.11 (or causing such account to be debited) and, in the absence of other arrangements agreed to by the Agent and the applicable Borrower in writing, by crediting the account of the applicable Borrower or, at the expense of the applicable Borrower, transferring (or causing to be transferred) like funds in accordance with the instructions of the applicable Borrower as set forth in the Drawdown Notice, Rollover Notice or Conversion Notice, as the case may be, in respect of each Loan; provided that the obligation of the Agent hereunder to effect such a transfer shall be limited to taking such steps as are commercially reasonable to implement such instructions, which steps once taken shall constitute conclusive and binding evidence that such funds were advanced hereunder in accordance with the provisions relating thereto and the Agent shall not be liable for any damages, claims or costs which may be suffered by a Borrower and occasioned by the failure of such Loan to reach the designated destination.

(2) Unless the Agent has been notified by a Lender at least one Banking Day prior to the Drawdown Date, Rollover Date or Conversion Date, as the case may be, requested by a Borrower that such Lender will not make available to the Agent its Rateable Portion of such Loan, the Agent may assume that such Lender has made or will make such portion of the Loan available to the Agent on the Drawdown Date, Rollover Date or Conversion Date, as the case may be, in accordance with the provisions hereof and the Agent may, but shall be in no way obligated to, in reliance upon such assumption, make available to the applicable Borrower on such date a corresponding amount. If and to the extent such Lender shall not have so made its Rateable Portion of a Loan available to the Agent, such Lender agrees to pay to the Agent forthwith on demand such Lender's Rateable Portion of the Loan and all reasonable costs and expenses incurred by the Agent in connection therewith together with interest thereon (at the rate payable hereunder by the applicable Borrower in respect of such Loan) for each day from the date such amount is made available to the applicable Borrower until the date such amount is paid to the Agent; provided, however, that notwithstanding such obligation if such Lender fails to so pay, the applicable Borrower covenants and agrees that, without prejudice to any rights any Borrower may have against such Lender, it shall repay such amount to the Agent forthwith after demand therefor by the Agent. The amount payable to the Agent pursuant hereto shall be set forth in a certificate delivered by the Agent to such Lender and the applicable Borrower (which certificate shall contain reasonable details of how the amount payable is calculated) and shall be conclusive and binding evidence thereof, in the absence of manifest error. If such Lender makes the payment to the Agent required herein, the amount so paid shall constitute such Lender's Rateable Portion of the Loan for purposes of this Agreement. The failure of any Lender to make its Rateable Portion of any Loan shall not relieve any other Lender of its obligation, if any, hereunder to make its Rateable Portion of such Loan on the Drawdown Date, Rollover Date or Conversion Date, as the case may be, but no Lender shall be responsible for the failure of any other Lender to make the Rateable Portion of any Loan to be made by such other Lender on the date of any Drawdown, Rollover or Conversion, as the case may be.

15.3 Remittance of Payments

Except for amounts payable to the Agent for its own account, forthwith after receipt of any repayment pursuant hereto or payment of interest or fees pursuant to Article 5 or payment pursuant to Article 8, the Agent shall remit to each applicable Lender its Rateable Portion of such payment; provided that, if the Agent, on the assumption that it will receive on any particular date a payment of principal, interest or fees hereunder, remits to a Lender its Rateable Portion of such payment and the applicable Borrower fails to make such payment, each of the applicable Lenders on receipt of such remittance from the Agent agrees to repay to the Agent forthwith on demand an amount equal to the remittance together with all reasonable costs and expenses incurred by the Agent in connection therewith and interest thereon at the rate and calculated in the manner

applicable to the Loan in respect of which such payment is made for each day from the date such amount is remitted to the Lenders without prejudice to any right such Lender may have against any Borrower. The exact amount of the repayment required to be made by the Lenders pursuant hereto shall be as set forth in a certificate delivered by the Agent to each Lender, which certificate shall be conclusive and binding for all purposes in the absence of manifest error.

15.4 Redistribution of Payment

Each Lender agrees that:

(a) if the Lender exercises any security against or right of counter claim, set off or banker's lien or similar right with respect to the property of any Loan Party, the Family Trust or the Individual Borrower or if under any applicable bankruptcy, insolvency or other similar law it receives a secured claim and collateral for which it is, or is entitled to exercise any set off against, a debt owed by it to any Loan Party, the Family Trust or the Individual Borrower, the Lender shall apportion the amount thereof proportionately between:

(i) such Lender's Rateable Portion of all outstanding Obligations owing by the Borrowers, which amounts shall be applied in accordance with Section 15.4(b); and

(ii) amounts otherwise owed to such Lender by the Borrowers and the other Loan Parties or the Family Trust,

provided that (i) any cash collateral account held by such Lender as collateral for a letter of credit or bankers' acceptance issued or accepted by such Lender on behalf of any Loan Party which is Permitted Debt may be applied by such Lender to such amounts owed by any Loan Party, as the case may be, to such Lender pursuant to such letter of credit or in respect of any such bankers' acceptance without apportionment and (ii) these provisions do not apply to:

(A) a right or claim which arises or exists in respect of a loan or other debt in respect of which the relevant Lender holds a Security Interest which is a Permitted Encumbrance;

(B) cash collateral provided, or the exercise of rights of counterclaim, set-off or banker's lien or similar rights, in respect of account positioning arrangements for the Loan Parties, the Family Trust or the Individual Borrower provided by a Lender in the ordinary course of business or in respect of other cash management services provided by a Lender in the ordinary course of business;

(C) any reduction in amounts owing by a Lender (or its Hedging Affiliates) to any Loan Party upon the termination of Lender Financial Instruments entered into with the relevant Lender (or its Hedging Affiliates); or

(D) any payment to which a Lender is entitled as a result of any credit derivative or other form of credit protection obtained by such Lender;

(b) if, in the aforementioned circumstances, the Lender, through the exercise of a right, or the receipt of a secured claim described in Section 15.4(a) above or otherwise, receives payment of a proportion of the aggregate amount of Obligations due to it hereunder which is greater than the proportion received by any other Lender in respect of the aggregate Obligations due to the Lenders (having regard to the respective Rateable Portions of the Lenders), the Lender receiving such proportionately greater payment shall purchase, on a non-recourse basis at par, and make payment for a participation (which shall be deemed to have been done simultaneously with receipt of such payment) in the outstanding Loans of the other Lender or Lenders so that their respective receipts shall be pro rata to their respective Rateable Portions; provided, however, that if all or part of such proportionately greater payment received by such purchasing Lender shall be recovered by or on behalf of a Borrower or any trustee, liquidator, receiver or receiver manager or person with analogous powers from the purchasing Lender, such purchase shall be rescinded and the purchase price paid for such participation shall be returned to the extent of such recovery, but without interest unless the purchasing Lender is required to pay interest on such amount, in which case each selling Lender shall reimburse the purchasing Lender pro rata in relation to the amounts received by it. Such Lender shall exercise its rights in respect of such secured claim in a manner consistent with the rights of the Lenders entitled under this Section to share in the benefits of any recovery on such secured claims; and

(c) if the Lender does, or is required to do, any act or thing permitted by Section 15.4(a) or 15.4(b) above, it shall promptly provide full particulars thereof to the Agent.

15.5 Duties and Obligations

Neither the Agent nor any of its directors, officers, agents or employees (and, for purposes hereof, the Agent shall be deemed to be contracting as agent and trustee for and on behalf of such persons) shall be liable to the Lenders for any action taken or omitted to be taken by it or them under or in connection with this Agreement except for its or their own gross negligence or wilful misconduct. Without limiting the generality of the foregoing, the Agent:

(a) may assume that there has been no assignment or transfer by any means by the Lenders of their rights hereunder, unless and until the Agent receives written notice of the assignment thereof from such Lender and the Agent receives from the assignee an executed Assignment Agreement providing, *inter alia*, that such assignee is bound hereby as it would have been if it had been an original Lender party hereto;

(b) may consult with legal counsel (including receiving the opinions of any Borrower's counsel and Lenders' Counsel required hereunder), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts;

(c) shall incur no liability under or in respect of this Agreement by acting upon any notice, consent, certificate or other instrument or writing (which may be by telegram, cable, telecopier, electronic mail or other electronic means of

communication which may generate a written report thereof) believed by it to be genuine and signed or sent by the proper party or parties or by acting upon any representation or warranty of any Borrower made or deemed to be made hereunder;

(d) may assume that no Default or Event of Default has occurred and is continuing unless it has actual knowledge to the contrary;

(e) may rely as to any matters of fact which might reasonably be expected to be within the knowledge of any person upon a certificate signed by or on behalf of such person;

(f) shall not be bound to disclose to any other person any information relating to any of the Loan Parties, the Family Trust or the Individual Borrower or any other person if such disclosure would or might in its opinion constitute a breach of any applicable law, be in default of the provisions hereof or be otherwise actionable at the suit of any other person; and

(g) may refrain from exercising any right, power or discretion vested in it which would or might in its reasonable opinion be contrary to any applicable law or any directive or otherwise render it liable to any person, and may do anything which is in its reasonable opinion necessary to comply with such applicable law.

Further, the Agent (i) does not make any warranty or representation to any Lender nor shall it be responsible to any Lender for the accuracy or completeness of the representations and warranties of the Borrowers herein or the data made available to any of the Lenders in connection with the negotiation of this Agreement, or for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement; (ii) shall not have any duty to ascertain or to enquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement on the part of the Borrowers or to inspect the property (including the books and records) of any of the Loan Parties, the Family Trust or the Individual Borrower; and (iii) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any instrument or document furnished pursuant hereto.

15.6 Prompt Notice to the Lenders

Notwithstanding any other provision herein, the Agent agrees to provide to the Lenders, with copies where appropriate, all information, notices and reports required to be given to the Agent by the Borrowers, promptly upon receipt of same, excepting therefrom information and notices relating solely to the role of Agent hereunder.

15.7 Agent's and Lenders' Authorities

With respect to its Commitments and the Drawdowns, Rollovers, Conversions and Loans made by it as a Lender, the Agent shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not the Agent. Subject to the express provisions hereof relating to the rights and obligations of the Agent and the Lenders in such capacities, the Agent and each Lender may accept deposits from, lend money to, and generally engage in any kind of business with the Loan Parties, the Family Trust or the Individual Borrower or any corporation or other entity owned or controlled by any of them and any

person which may do business with any of them without any duties to account therefor to the Agent or the other Lenders and, in the case of the Agent, all as if it was not the Agent hereunder.

15.8 Lender Credit Decision

It is understood and agreed by each Lender that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Borrowers and the other Loan Parties. Each Lender represents to the Agent that it is engaged in the business of making and evaluating the risks associated with commercial revolving loans or term loans, or both, to corporations similar to the Canadian Borrower and the U.S. Borrower, that it can bear the economic risks related to the transaction contemplated hereby, that it has had access to all information deemed necessary by it in making such decision (provided that this representation shall not impair its rights against the Borrowers) and that it is entering into this Agreement in the ordinary course of its commercial lending business. Accordingly, each Lender confirms with the Agent that it has not relied, and will not hereafter rely, on the Agent (i) to check or enquire on its behalf into the adequacy, accuracy or completeness of any information provided by the Borrowers or any other person under or in connection with this Agreement or the transactions herein contemplated (whether or not such information has been or is hereafter distributed to such Lender by the Agent), or (ii) to assess or keep under review on its behalf the financial condition, creditworthiness, condition, affairs, status or nature of any of the Loan Parties. Each Lender acknowledges that a copy of this Agreement has been made available to it for review and each Lender acknowledges that it is satisfied with the form and substance of this Agreement. Each Lender hereby covenants and agrees that, subject to Section 15.4, it will not make any arrangements with any Borrower for the satisfaction of any Loans or other Obligations without the consent of all the other Lenders.

15.9 Indemnification of Agent

The Lenders hereby agree to indemnify the Agent (to the extent not reimbursed by the Borrowers), on a *pro rata* basis in accordance with their respective Commitments as a proportion of the aggregate of all outstanding Commitments, from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Agent in any way relating to or arising out of this Agreement or any action taken or omitted by the Agent under or in respect of this Agreement in its capacity as Agent; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs expenses or disbursements resulting from the Agent's gross negligence or wilful misconduct. If a Borrower subsequently repays all or a portion of such amounts to the Agent, the Agent shall reimburse the Lenders their *pro rata* shares (according to the amounts paid by them in respect thereof) of the amounts received from such Borrower. Without limiting the generality of the foregoing, each Lender agrees to reimburse the Agent promptly upon demand for its portion (determined as above) of any out-of-pocket expenses (including counsel fees) incurred by the Agent in connection with the preservation of any rights of the Agent or the Lenders under, or the enforcement of, or legal advice in respect of rights or responsibilities under, this Agreement, to the extent that the Agent is not reimbursed for such expenses by the Borrowers.

15.10 Successor Agent

The Agent may, as hereinafter provided, resign at any time by giving 45 days' prior written notice thereof to the Lenders and the Canadian Borrower. Upon any such resignation, the Lenders shall, after soliciting the views of the Canadian Borrower, have the right to appoint another

Lender as a successor agent (the "**Successor Agent**") who shall be acceptable to the Canadian Borrower, acting reasonably. If no Successor Agent shall have been so appointed by the Lenders and shall have accepted such appointment within 30 days after the retiring Agent's giving of notice of resignation, then the retiring Agent shall, on behalf of the Lenders, appoint a Successor Agent who shall be a Lender acceptable to the Canadian Borrower, acting reasonably. Upon the acceptance of any appointment as Agent hereunder by a Successor Agent, such Successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall thereupon be discharged from its further duties and obligations as Agent under this Agreement. After any retiring Agent's resignation hereunder as Agent, the provisions of this Article shall continue to enure to its benefit as to any actions taken or omitted to be taken by it as Agent or in its capacity as Agent while it was Agent hereunder.

15.11 Taking and Enforcement of Remedies

Each of the Lenders hereby acknowledges that, to the extent permitted by applicable law, the remedies provided hereunder to the Lenders are for the benefit of the Lenders collectively and acting together and not severally and further acknowledges that its rights hereunder are to be exercised not severally, but collectively by the Agent upon the decision of the Majority of the Lenders regardless of whether acceleration was made pursuant to Section 12.2. Notwithstanding any of the provisions contained herein, each of the Lenders hereby covenants and agrees that it shall not be entitled to individually take any action with respect to the Credit Facilities, including, without limitation, any acceleration under Section 12.2, but that any such action shall be taken only by the Agent with the prior written agreement or instructions of the Majority of the Lenders; provided that, notwithstanding the foregoing, if (a) the Agent, having been adequately indemnified against costs and expenses of so doing by the Lenders, shall fail to carry out any such instructions of a Majority of the Lenders, any Lender may do so on behalf of all Lenders and shall, in so doing, be entitled to the benefit of all protections given the Agent hereunder or elsewhere, and (b) in the absence of instructions from the Majority of the Lenders and where in the sole opinion of the Agent the exigencies of the situation warrant such action, the Agent may without notice to or consent of the Lenders or any of them take such action on behalf of the Lenders as it deems appropriate or desirable in the interests of the Lenders. Each of the Lenders hereby further covenants and agrees that upon any such written consent being given by the Majority of the Lenders, or upon a Lender or the Agent taking action as aforesaid, it shall cooperate fully with the Lender or the Agent to the extent requested by the Lender or the Agent in the collective realization including, without limitation, and, if applicable, the appointment of a receiver, or receiver and manager to act for their collective benefit. Each Lender covenants and agrees to do all acts and things and to make, execute and deliver all agreements and other instruments, including, without limitation, any instruments necessary to effect any registrations, so as to fully carry out the intent and purpose of this Section; and each of the Lenders hereby covenants and agrees that, subject to Section 15.4, Section 10.2(b) and Section 15.14, it has not heretofore and shall not seek, take, accept or receive any security for any of the obligations and liabilities of the Borrowers hereunder or under any other document, instrument, writing or agreement ancillary hereto and shall not enter into any agreement with any of the parties hereto or thereto relating in any manner whatsoever to the Credit Facilities, unless all of the Lenders shall at the same time obtain the benefit of any such security or agreement.

With respect to any enforcement, realization or the taking of any rights or remedies to enforce the rights of the Lenders hereunder, the Agent shall be a trustee for each Lender, and all monies received from time to time by the Agent in respect of the foregoing shall be held in trust and shall be trust assets within the meaning of applicable bankruptcy or insolvency legislation and shall be considered for the purposes of such legislation to be held separate and apart from the other assets of the Agent, and each Lender shall be entitled to their Rateable Portion of such monies. In

its capacity as trustee, the Agent shall be obliged to exercise only the degree of care it would exercise in the conduct and management of its own business and in accordance with its usual practice concurrently employed or hereafter instituted for other substantial commercial loans.

15.12 Reliance Upon Agent

The Borrowers shall be entitled to rely upon any certificate, notice or other document or other advice, statement or instruction provided to it by the Agent pursuant to this Agreement, and the Borrowers shall generally be entitled to deal with the Agent with respect to matters under this Agreement which the Agent is authorized to deal with without any obligation whatsoever to satisfy itself as to the authority of the Agent to act on behalf of the Lenders and without any liability whatsoever to the Lenders for relying upon any certificate, notice or other document or other advice, statement or instruction provided to it by the Agent, notwithstanding any lack of authority of the Agent to provide the same.

15.13 No Liability of Agent

The Agent shall have no responsibility or liability to any Borrower on account of the failure of any Lender to perform its obligations hereunder (unless such failure was caused, in whole or in part, by the Agent's failure to observe or perform its obligations hereunder), or to any Lender on account of the failure of any Borrower or any Lender to perform its obligations hereunder.

15.14 The Agent and Defaulting Lenders

(1) To the extent permitted by applicable law, each Defaulting Lender shall be required to provide to the Agent cash in an amount, as shall be determined from time to time by the Agent in its discretion, equal to all obligations of such Defaulting Lender that are owing or, in the case of contingent obligations under any outstanding Letters of Credit or Swingline Loans (after giving effect to the re-allocation provisions in Section 16.2), may become owing, to the Agent, in its capacity as Agent, pursuant to this Agreement, or to the Fronting Lender or the Swingline Lender hereunder including such Defaulting Lender's obligation to pay its Rateable Portion of any indemnification, reimbursement or expense reimbursement amounts not paid by the Borrowers. Such cash shall be held by the Agent in one or more cash collateral accounts, which accounts shall be in the name of the Agent and shall not be required to be interest bearing. The Agent shall be entitled to apply the foregoing cash in accordance with Section 15.14(3).

(2) In addition to the indemnity and reimbursement obligations noted in Section 15.9, the Lenders agree to indemnify the Agent (to the extent not reimbursed by the Borrowers and without limiting the obligations of the Borrowers hereunder) rateably according to their respective Rateable Portions (and in calculating the Rateable Portion of a Lender, ignoring the Commitments of Defaulting Lenders) any amount that a Defaulting Lender fails to pay the Agent and which is due and owing to the Agent pursuant to Section 15.9. Each Defaulting Lender agrees to indemnify each other Lender for any amounts paid by such Lender and which would otherwise be payable by the Defaulting Lender.

(3) The Agent shall be entitled to set off and/or withhold from any Defaulting Lender's Rateable Portion of all payments received from any Borrower against such Defaulting Lender's obligations to fund payments and Loans required to be made by it and to purchase participations required to be purchased by it in each case under this Agreement and the other Documents. To the extent permitted by law, the Agent shall be entitled to withhold and deposit in one or more non-interest bearing cash collateral accounts in the name of the Agent all amounts (whether

principal, interest, fees or otherwise) received by the Agent and due to a Defaulting Lender pursuant to this Agreement, for so long as such Lender is a Defaulting Lender, which amounts shall be used by the Agent:

(a) first, to reimburse the Agent for any amounts owing to it, in its capacity as Agent, by the Defaulting Lender pursuant to any Document;

(b) second, to the reimbursement, on a *pro rata* basis, of any indemnity amounts owing by such Defaulting Lender pursuant to Section 15.14(2);

(c) third, to repay on a pro rata basis the incremental portion of any Loans made by a Lender pursuant to Section 16.2(4) in order to fund a shortfall created by a Defaulting Lender and, upon receipt of such repayment, each such Lender shall be deemed to have assigned to the Defaulting Lender such incremental portion of such Loans;

(d) fourth, to cash collateralize all other obligations of such Defaulting Lender to the Agent, in its capacity as Agent, the Fronting Lender or the Swingline Lender owing pursuant to this Agreement in such amount as shall be determined from time to time by the Agent in its discretion including such Defaulting Lender's obligation to pay its Rateable Portion of any indemnification, reimbursement or expense reimbursement amounts not paid by the Borrowers; and

(e) fifth, to fund from time to time the Defaulting Lender's Rateable Portion of Loans.

provided that any such funds in excess of such Defaulting Lender's defaulted obligations shall be paid to the Defaulting Lender.

(4) For greater certainty and in addition to the foregoing, neither the Agent nor any of its Affiliates nor any of their respective shareholders, officers, directors, employees, agents or representatives shall be liable to any Lender (including, without limitation, a Defaulting Lender) for any action taken or omitted to be taken by it in connection with amounts payable by the Borrowers to a Defaulting Lender and received and deposited by the Agent in a cash collateral account and applied in accordance with the provisions of this Agreement, save and except for the gross negligence or wilful misconduct of the Agent as determined by a final non-appealable judgment of a court of competent jurisdiction.

15.15 Erroneous Payments

(1) If the Agent notifies a Lender or any person who has received funds on behalf of a Lender (any such Lender or other recipient, a "**Payment Recipient**") that the Agent has determined in its sole discretion (whether or not after receipt of any notice under Section 15.15(2)) that any funds received by such Payment Recipient from the Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Agent pending its return or repayment as contemplated below in this Section 15.15 and shall be segregated by the Payment Recipient and held in trust for the benefit of the Agent, and such Lender shall (or, with respect to any Payment Recipient who

received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Banking Days thereafter, return to the Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Agent in same day funds at the greater of (a) in respect of an Erroneous Payment in United States Dollars, the Federal Funds Rate and, and in respect of an Erroneous Payment in Canadian Dollars, at a fluctuating rate per annum equal to the overnight rate at which Canadian Dollars may be borrowed by the Agent in the interbank market in an amount comparable to such Erroneous Payment (as determined by the Agent) and (b) a rate determined by the Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Agent to any Payment Recipient under this Section 15.15(1) shall be conclusive, absent manifest error; provided that, any such interest payable by such Lender or person shall not be reimbursable by the Borrowers under Article 14 for any reason.

(2) Without limiting Section15.15(1), each Lender or any person who has received funds on behalf of a Lender, hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Agent (or any of its Affiliates) (a) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (b) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Agent (or any of its Affiliates) or (c) that such Lender or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(a) (A) in the case of the immediately preceding subparagraphs (a) or (b) in this Section 15.15(2), an error shall be presumed to have been made (absent written confirmation from the Agent to the contrary) or (B) an error has been made (in the case of the immediately preceding subparagraph (c) in this Section15.15(2)), in each case, with respect to such payment, prepayment or repayment; and

(b) such Lender shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Banking Day of its knowledge of such error) notify the Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Agent pursuant to this Section 15.15(2)(b).

For the avoidance of doubt, the failure to deliver a notice to the Agent pursuant to this Section 15.15(2) shall not have any effect on a Payment Recipient's obligations pursuant to this Section 15.15 or on whether or not an Erroneous Payment has been made.

(3) Each Lender hereby authorizes the Agent to set off, net and apply any and all amounts at any time owing to such Lender under any Document, or otherwise payable or distributable by the Agent to such Lender under any Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Agent has demanded to be returned under Section 15.15(1) or under the indemnification provisions of this Agreement.

(4) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Agent for any reason, after demand therefor by the Agent in accordance with Section 15.15(1), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any

Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**"), upon the Agent's notice to such Lender at any time, effective immediately (with the consideration therefor being acknowledged by the parties hereto) (a) such Lender shall be deemed to have assigned its Loans (but not its Commitments) with respect to which such Erroneous Payment was made in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Agent may specify) (such assignment of the Loans (but not Commitments), the "**Erroneous Payment Deficiency Assignment**") on a cashless basis and at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Agent in such instance), and is hereby (together with the Borrowers) deemed to execute and deliver an Assignment Agreement as to which the Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, (b) the Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (c) upon such deemed acquisition, the Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender, (d) the Agent and each Borrower shall each be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment and (e) the Agent may reflect in the register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

Subject to Sections 16.6 and 16.7 (but excluding, in all events, any assignment consent or approval requirements (whether from the Borrowers or otherwise)), the Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (a) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by the Agent on or with respect to any such Loans acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loans are then owned by the Agent) and (b) may, in the sole discretion of the Agent, be reduced by any amount specified by the Agent in writing to the applicable Lender from time to time.

(5) The parties hereto agree that (a) irrespective of whether the Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, to the rights and interests of such Lender) under the Documents with respect to such amount (the "**Erroneous Payment Subrogation Rights**") (provided that the Loan Parties' obligations under the Documents in respect of the Erroneous Payment Subrogation Rights shall not be duplicative of such obligations in respect of Loans that have been assigned to the Agent under an Erroneous Payment Deficiency Assignment) and (b) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by any Borrower or any other Loan Party; provided that this Section 15.15(5) shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrowers relative to the amount

(and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the Agent.

(6) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by any of the Borrowers or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Agent from (a) any such Borrower or any other Loan Party or (b) the proceeds of realization from the enforcement of one or more of the Documents against or in respect of one or more of the Loan Parties, in each case, for the purpose of making such Erroneous Payment.

(7) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(8) Each party's obligations, agreements and waivers under this Section 15.15 shall survive the resignation or replacement of the Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Document.

(9) For purposes of this Section 15.15, each Lender:

(a) agrees it is executing and delivering this Agreement with respect to this Section 15.15 both on its own behalf and as agent for and on behalf of its Affiliates referred to in this Section 15.15 and any person receiving funds under or pursuant to any of the Documents on behalf of such Lender or any of such Affiliates;

(b) represents, warrants, covenants and agrees that its Affiliates referred to in this Section 15.15 and any person receiving funds under or pursuant to any of the Documents on behalf of such Lender or any of such Affiliates are bound by the provisions of this Section 15.15; and

(c) agrees that any matter or thing done or omitted to be done by such Lender, its Affiliates or any person receiving funds under or pursuant to any of the Documents on behalf of such Lender or any of such Affiliates which are the subject of this Section 15.15 will be binding upon such Lender and each Lender does hereby indemnify and save the Agent and its Affiliates harmless from any and all losses, expenses, claims, demands or other liabilities of the Agent and its Affiliates resulting from the failure of such Lender, its Affiliates or such persons to comply with their obligations under and in respect of this Section 15.15, in each case, in accordance with and subject to the limitations in Section 15.9.

(10) Except as expressly provided for herein including, pursuant to an Erroneous Payment Deficiency Assignment or the exercise of any Erroneous Payments Subrogation Rights (or any equivalent equitable subrogation rights), the Borrowers shall not have any liability to the Agent for any Erroneous Payment or any interest, loss, cost or damages related thereto or arising therefrom under any provision of this Agreement or any other Document or under any legal principle or theory, whether arising by law or in equity.

15.16 Article for Benefit of Agent and Lenders

The provisions of this Article 15 which relate to the rights and obligations of the Lenders to each other or to the rights and obligations between the Agent and the Lenders shall be for the exclusive benefit of the Agent and the Lenders, and, except to the extent provided in Sections 15.1, 15.2, 15.6, 15.10, 15.11, 15.12, 15.13, 15.14, 15.15 and this Section 15.16, the Borrowers shall not have any rights or obligations thereunder or be entitled to rely for any purpose upon such provisions. Any Lender may waive in writing any right or rights which it may have against the Agent or the other Lenders hereunder without the consent of or notice to any Borrower.

ARTICLE 16
GENERAL

16.1 Exchange and Confidentiality of Information

(1) The Borrowers agree that the Agent and each Lender may provide any assignee or participant or any bona fide prospective assignee or participant pursuant to Sections 16.6 and 16.7 with any information concerning the Borrowers and each other Loan Party provided such party agrees in writing with the Agent or such Lender for the benefit of the Borrowers to be bound by a like duty of confidentiality to that contained in this Section.

(2) Each of the Agent and the Lenders acknowledges the confidential nature of the financial, operational and other information and data provided and to be provided to them by the Borrowers pursuant to the Documents (the "**Information**") and agrees to use all reasonable efforts to prevent the disclosure thereof provided, however, that:

(a) the Agent and the Lenders may disclose all or any part of the Information if, in their reasonable opinion, such disclosure is required (i) by their respective auditors or (ii) in connection with any actual or threatened judicial, administrative or governmental proceedings including, without limitation, proceedings initiated under or in respect of this Agreement or upon the request of its independent auditors or a Governmental Authority having jurisdiction over it;

(b) the Agent and the Lenders shall incur no liability in respect of any Information required to be disclosed by any applicable law or regulation, or by applicable order, policy or directive having the force of law, to the extent of such requirement;

(c) the Agent and each Lender may disclose the Information to any governmental or regulatory authority (including any self-regulatory agency or authority) having jurisdiction over it (i) upon the request thereof or (ii) where it considers such disclosure to be advisable or appropriate, acting reasonably;

(d) the Agent and each Lender may provide any Affiliate thereof with the Information to the extent reasonably required to be disclosed thereto; provided that each such Affiliate shall be under a like duty of confidentiality to that contained in this Section 16.1 and further provided that the Agent or the Lender, as the case may be, providing the Information shall be responsible for any breach by its Affiliate of the aforementioned like duty of confidentiality;

(e) the Agent and each Lender may disclose Information to any insurance or reinsurance company thereof for the purpose of maintaining insurance, to any person providing administration and settlement services in respect of this Agreement and to any actual or prospective counterparty to any securitization, swap or derivative transaction relating to the Borrowers; provided that, such counterparty, insurance or reinsurance company or other person agrees in writing to be under a like duty of confidentiality to that contained in this Section 16.1;

(f) the Agent and the Lenders may provide Lenders' Counsel and their other agents and professional advisors with any Information; provided that such persons shall be under a like duty of confidentiality to that contained in this Section;

(g) the Agent and the Lenders may disclose the Information to (i) any of their respective Affiliates and (ii) other financial institutions and other persons in connection with the syndication by the Agent or Lenders of the Credit Facilities, the assignment by a Lender of the Credit Facilities, or the granting by a Lender of a participation in the Credit Facilities, in each case, where such Affiliate or financial institution or other person agrees to be under a like duty of confidentiality to that contained in this Section; and

(h) the Agent and each of the Lenders shall incur no liability in respect of any Information: (i) which is or becomes readily available to the public (other than by a breach hereof) or which has been made readily available to the public by a Borrower or another Loan Party or (ii) which the Agent or the relevant Lender received from a third party who was not, to the knowledge of the Agent or such Lender, under a duty of confidentiality to the Borrowers at the time the information was so received;

(i) the Agent and the Lenders may disclose the Information to (i) any of their respective Affiliates and (ii) other financial institutions in connection with the syndication by the Agent or Lenders of the Credit Facilities or the granting by a Lender of a participation in the Credit Facilities, in each case, where such Affiliate or financial institution agrees to be under a like duty of confidentiality to that contained in this Section 16.1;

(j) the Agent and the Lenders may disclose all or any part of the Information so as to enable the Agent and the Lenders to initiate any lawsuit against a Borrower or to defend any lawsuit commenced by a Borrower the issues of which touch on the Information, but only to the extent such disclosure is necessary to the initiation or defense of such lawsuit; and

(k) the Agent and each Lender may disclose the Information with the prior written consent of the applicable Loan Party.

16.2 Nature of Obligation under this Agreement; Defaulting Lenders

(1) The obligations of each Lender and of the Agent under this Agreement are several. The failure of any Lender to carry out its obligations hereunder shall not relieve the other Lenders, the Agent or any Borrower of any of their respective obligations hereunder.

(2) Subject to and without derogating from the operation of Section 15.14 and this Section 16.2, neither the Agent nor any Lender shall be responsible for the obligations of any other Lender hereunder.

(3) Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) the standby fees payable pursuant to Section 5.8 shall cease to accrue on the unused portion of the Commitment of such Defaulting Lender;

(b) a Defaulting Lender shall not be included in determining whether, and the Commitment and the Rateable Portion of the Outstanding Principal of such Defaulting Lender shall not be included in determining whether all Lenders or the Majority of the Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 16.10), provided that any waiver, modification or amendment requiring the consent of all Lenders or each affected Lender that (i) materially and adversely affects such Defaulting Lender in a manner that differs in any material respect from its application to other affected Lenders, (ii) increases the Commitment of such Defaulting Lender, (iii) extends a Maturity Date applicable to such Defaulting Lender, (iv) decreases the Applicable Pricing Rate applicable to such Defaulting Lender or (v) postpones, reduces or waives any principal payment due to such Defaulting Lender hereunder shall in each case require the consent of such Defaulting Lender; and

(c) for the avoidance of doubt, the Borrowers shall retain and reserve its other rights and remedies respecting each Defaulting Lender.

(4) If the Agent has actual knowledge that a Lender is a Defaulting Lender at the time that the Agent receives a Drawdown Notice or a Rollover Notice that relates to a Letter of Credit, or a Conversion Notice (or deemed notice) that either relates to a Swingline Loan or will result in a currency conversion, then each other Lender (each a "**Non-Defaulting Lender**") shall fund its Rateable Portion of such affected Loan (and, in calculating such Rateable Portion, the Agent shall ignore the Commitment of each such Defaulting Lender); provided that, for certainty, no Lender shall be obligated by this Section to make or provide Loans in excess of its Commitment. If the Agent acquires actual knowledge that a Lender is a Defaulting Lender at any time after the Agent receives a Drawdown Notice or a Rollover Notice that relates to a Letter of Credit or a Conversion Notice (or deemed notice) that either relates to a Swingline Loan or will result in a currency conversion, then the Agent shall promptly notify the Canadian Borrower that such Lender is a Defaulting Lender (and such Lender shall be deemed to have consented to such disclosure). Each Defaulting Lender agrees to indemnify each other Lender for any amounts paid by such Lender under this Section 16.2(4) and which would otherwise have been paid by the Defaulting Lender if its Commitment had been included in determining the Rateable Portions of such affected Loans.

(5) If any Letter of Credit is outstanding at the time that a Lender becomes a Defaulting Lender then:

(a) all or any part of such Defaulting Lender's Rateable Portion of such Letter of Credit shall be re-allocated among the Non-Defaulting Lenders in accordance with their respective Rateable Portions; provided that such re-allocation may

only be effected if and to the extent that (i) such re-allocation would not cause any Non-Defaulting Lender's Rateable Portion of all Loans to exceed its applicable Commitment and (ii) the conditions precedent in Section 3.1 are satisfied at such time;

(b) if the re-allocation described in clause (a) above cannot be effected, or can only partially be effected, then such Defaulting Lender shall, to the extent permitted by applicable law, within one Banking Day following notice by the Agent, provide cash collateral for such Defaulting Lender's Rateable Portion of such Letter of Credit (after giving effect to any partial re-allocation pursuant to clause (a) above) in accordance with the procedures set forth in Section 15.14 for so long as such Letter of Credit is outstanding; and

(c) if the Rateable Portions of the Non-Defaulting Lenders are re-allocated pursuant to this Section 16.2(5), then the issuance fees payable to the Lenders pursuant to Section 7.8 shall be adjusted to give effect to such re-allocations in accordance with each such Non-Defaulting Lender's Rateable Portions.

(6) So long as any Lender is a Defaulting Lender, the Fronting Lender shall not be required to issue, amend or increase any Letter of Credit and the Swingline Lender shall not be required to make any Swingline Loan, unless the Fronting Lender or the Swingline Lender, as applicable, is satisfied that the related exposure will be 100% covered by the Commitments of the Non-Defaulting Lenders and/or cash collateralized in accordance with Section 15.14, and participating interests in any such newly issued or increased Letter of Credit or Swingline Loan shall be allocated among Non-Defaulting Lenders in a manner consistent with Section 16.2(4) or 16.2(5)(a), as applicable (and the Defaulting Lenders shall not participate therein).

(7) If any Lender shall cease to be a Defaulting Lender, then, upon becoming aware of the same, the Agent shall notify the Non-Defaulting Lenders and (in accordance with the written direction of the Agent) such Lender (which has ceased to be a Defaulting Lender) shall purchase, and the Non-Defaulting Lenders shall on a rateable basis sell and assign to such Lender, portions of such Loans equal in total to such Lender's Rateable Portion thereof without regard to Section 16.2(4). Such Lender that has ceased to be a Defaulting Lender shall indemnify each other Lender in respect of all costs, losses, premiums and expenses incurred by the Lenders by reason of the liquidation or re-deployment of deposits or other funds, or for any other reason whatsoever, resulting in each case from sale and assignment of such Loan or any part thereof on other than the last day of the applicable Interest Period.

(8) Each Defaulting Lender hereby indemnifies the Borrowers for any losses, claims, costs, damages or liabilities (including reasonable out-of-pocket expenses and reasonable legal fees on a solicitor and his own client basis) incurred by the Borrowers as a result of such Defaulting Lender failing to comply with the terms of this Agreement including any failure to fund its portion of any Loans required to be made by it hereunder.

16.3 Notices

Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by transmittal by telecopy or other electronic means of communication addressed to the respective parties as follows:

To any Borrower:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President

Facsimile: (306) 627-3793

To the Agent with respect to Drawdown Notices, Conversion Notices, Rollover Notices and Repayment Notices:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager

E:Mail: corporatelending.agencyops@scotiabank.com

with a copy, in the case of each demand, notice or communication (and all financial reporting) to the Agent other than Drawdown Notices, Conversion Notices, Rollover Notices and Repayment Notices, to:

The Bank of Nova Scotia
Global Loan Syndications – Agency Services
40 Temperance Street, 6th Floor
Toronto, ON, M5H 0B4

Attention: Head of Agency Services

Email: agency.services@scotiabank.com

To each Lender: As set forth in the most recent administrative questionnaire or other written notification provided to the Agent by such Lender (a copy of which shall be provided to the Canadian Borrower upon request to the Agent)

or to such other address or telecopy number as any party may from time to time notify the others in accordance with this Section 16.3. Any demand, notice or communication made or given by personal delivery or by telecopier or other electronic means of communication during normal business hours at the place of receipt on a Banking Day shall be conclusively deemed to have been made or given at the time of actual delivery or transmittal, as the case may be, on such Banking Day. Any demand, notice or communication made or given by personal delivery or by telecopier or other electronic means of communication after normal business hours at the place of receipt or otherwise than on a Banking Day shall be conclusively deemed to have been made or given at

9:00 a.m. (Calgary time) on the first Banking Day following actual delivery or transmittal, as the case may be.

16.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, without prejudice to or limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of any Borrower may be found.

16.5 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the Borrowers, the Lenders, the Agent and their respective successors and permitted assigns.

16.6 Assignment

(1) Any Lender may, without consent of any Borrower (however, for certainty, with the consent of each of the Fronting Lender and the Swingline Lender, which consents shall not be unreasonably withheld) during the continuance of an Event of Default and at all other times with the prior written consent of each of the Borrowers, the Fronting Lender, the Swingline Lender and the Agent, which consents shall not be unreasonably withheld (it being understood that the withholding of consent by the Fronting Lender or the Swingline Lender due to (a) the Fronting Lender's or the Swingline Lender's concern over the credit quality of the proposed assigned or (b) exposure limits of such Fronting Lender or Swingline Lender related to the proposed assignee shall, in each case, be deemed to be reasonable), sell, assign, transfer or grant an interest in its Commitment (in a minimum amount of Cdn.$5,000,000), its Rateable Portion of the Loans and its rights under the Documents; provided that, without the consent of the Borrowers and the Agent, no Lender shall sell, assign, transfer or grant an interest in any Commitment, Loan or Document if the effect of the same would be to have a Lender with a Commitment of less than Cdn.$5,000,000 and further provided that, it shall be a precondition to any such sale, assignment, transfer or grant that the contemplated assignor Lender shall have paid to the Agent, for the Agent's own account, a transfer fee of Cdn.$3,500. Subject to Section 7.7(3), upon any such sale, assignment, transfer or grant, the granting Lender shall have no further obligation hereunder with respect to such interest. Notwithstanding the foregoing, a Lender may, at any time, sell, assign, transfer or grant an interest in its Commitment, its Rateable Portion of the Loans and its rights under the Documents to an Affiliate of such Lender or to another existing Lender without the consent of the Borrowers. Upon any such sale, assignment, transfer or grant, the granting Lender, the new Lender, the Agent and the Borrowers shall execute and deliver an Assignment Agreement. The Borrowers shall not assign their rights or obligations hereunder without the prior written consent of all of the Lenders.

(2) Any Lender may at any time grant a Security Interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any Security Interest to secure obligations of such Lender to a U.S. Federal Reserve Bank, and this Section shall apply to any such grant of a Security Interest and to any realization by any such secured party of any such Security Interest; provided, that no such grant of a Security Interest shall release a Lender from any of its obligations hereunder or substitute any holder of such Security Interest for such Lender as a party hereto.

16.7 Participations

Any Lender may, without the consent of any Borrower, grant one or more participations in its Commitment and its Rateable Portion of the Loans to other persons, provided that the granting of such a participation: (a) shall be at the Lender's own cost, (b) shall not affect the obligations of such Lender hereunder nor shall it increase the costs to the Borrowers hereunder or under any of the other Documents, and (c) shall not provide the participant with any right to approve the provision by the Lender of any consent, waiver or approval hereunder or require the Borrowers to deal directly with such participant. No such participant shall by virtue of such participations be party to this Agreement. The Borrowers also agree that each participant shall be entitled to the benefits of Section 8.5 and Section 13.4 with respect to its interest in the Commitment and the Loans outstanding from time to time as if such participant were such Lender; provided that no participant shall be entitled to receive any amount which the transferor Lender would not have been entitled to receive in such circumstances nor any greater amount pursuant to either such Section than the transferor Lender would have been entitled to receive in respect of such amount of the participation transferred by such transferor Lender to such participant had no such transfer occurred. For the purposes of this Section 16.7, each Lender from which a participant purchased the related participation shall act as agent on behalf of such participant to the extent required so that such participant shall receive the benefit of this Section 16.7.

16.8 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16.9 Whole Agreement

This Agreement and the other Documents constitute the whole and entire agreement between the parties hereto regarding the subject matter hereof and thereof and cancel and supersede any prior agreements (including, without limitation, any commitment letters), undertakings, declarations, commitments, representations, written or oral, in respect thereof.

16.10 Amendments and Waivers

Any provision of this Agreement may be amended only if the Borrowers and the Majority of the Lenders so agree in writing and, except as otherwise specifically provided herein, may be waived only if the Majority of the Lenders (excluding any Defaulting Lenders) so agree in writing, but:

(a) an amendment or waiver which changes or relates to (i) subject to the provisions contained in Section 2.22, the amount or type of the Credit Facilities, the amount of the Loans available hereunder (or decreases in the period of notice for Drawdowns, Conversions, Rollovers or voluntary prepayment of Loans under the Credit Facilities) or any Lender's Commitment, (ii) decreases in the rates of or deferral of the dates of payment of interest or Letter of Credit fees, standby fees or decreases in the amount of principal owing hereunder or deferral of the dates of mandatory repayments of principal, (iii) decreases in the amount of or deferral of the dates of payment of fees or other amounts payable hereunder (other than fees payable for the account of Agent), (iv) the definition of "Majority

of the Lenders", (v) any provision hereof contemplating or requiring consent, approval or agreement of "all Lenders", "the Lenders" or similar expressions or permitting waiver of conditions or covenants or agreements by "all Lenders", "the Lenders" or similar expressions, (vi) Sections 2.15, 2.19, 2.20 (and the related definitions) and 2.22 or the definition of "Event of Default" (provided that, for certainty, the immediately preceding reference is not intended to require the agreement of all Lenders for the waiver of an Event of Default (except as otherwise set forth in this Section 16.10) as opposed to an amendment to the definition thereof), (vii) the release or discharge of, or any material amendment or waiver of, any Security, except for the discharge of Security required in connection with any disposition permitted by this Agreement or permitted by the Lenders, (viii) the conditions precedent to Drawdowns, or (ix) this Section, shall require the agreement or waiver of all the Lenders (excluding any Defaulting Lenders) and also (in the case of an amendment) of the other parties hereto;

(b) an amendment or waiver which changes or relates to the rights and/or obligations of the Agent shall also require the agreement of the Agent thereto;

(c) an amendment which removes the Individual Borrower Bilateral Facility from the definition of "Bank Products" shall also require the agreement of The Bank of Nova Scotia so long as it is a Lender hereunder; and

(d) an amendment or waiver which changes or relates to the rights and/or obligations of the Swingline Lender or the Fronting Lender shall also require the agreement of the Swingline Lender or the Fronting Lender, as applicable, thereto,

Any such waiver and any consent by the Agent, any Lender, the Majority of the Lenders or all of the Lenders under any provision of this Agreement must be in writing (including, for certainty, by electronic mail) and may be given subject to any conditions thought fit by the person giving that waiver or consent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

16.11 Further Assurances

The Borrowers, the Lenders and the Agent shall promptly cure any default by it in the execution and delivery of this Agreement, the other Documents or any of the agreements provided for hereunder to which it is a party. The Borrowers, at their expense, shall promptly execute and deliver to the Agent, upon request by the Agent (acting reasonably), all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for the Borrowers' compliance with, or accomplishment of the covenants and agreements of the Borrowers hereunder or more fully to state the obligations of the Borrowers as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith.

16.12 Attornment

The parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to the Documents. For the purpose of all such legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to

entertain any action arising under this Agreement. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of any party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

16.13 Time of the Essence

Time shall be of the essence of this Agreement.

16.14 Waiver of Jury Trial

To the extent permitted by Applicable Laws, each of the Borrowers, the Agent and the Lenders hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to the Documents or the actions of the Agent or any Lender in the negotiation, administration, performance or enforcement thereof.

16.15 Electronic Communications

(1) Notwithstanding any provision of Section 16.3 hereof, any demand, notice or communication to be made or given hereunder may be delivered or furnished by electronic communication (including email and internet or intranet websites) pursuant to procedures approved by the Agent, provided that the foregoing shall not apply to notices to any Lender if such Lender has notified the Agent that it is incapable of receiving notices by electronic communication. The Agent or the Borrowers may, in their discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular demands, notices or communications.

(2) Unless the Agent otherwise prescribes, demands, notices and other communications sent to an email address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgement), and demands, notices or communications posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its email address of notification that such notice or communication is available and identifying the website address therefor, provided that, if such demand, notice, email or other communication is not sent within normal business hours of the recipient, such demand, notice or other communication shall be deemed to have been sent at the opening of business on the next Banking Day.

16.16 Platform

(1) The Borrowers agree that the Agent may, but shall not be obligated to, make the Communications (as defined below) available to the Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak or a substantially similar electronic transmission system (the "**Platform**").

(2) The Platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with

the Communications or the Platform. In no event shall the Agent or any of its Affiliates (collectively, the "**Agent Parties**") have any liability to any Loan Party, any Lender or any other person for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of a Borrower's, any other Loan Party's or the Agent's transmission of communications through the Platform. "**Communications**" means, collectively, any notice, demand, communication, information, document or other material that any Loan Party provides to the Agent pursuant to any Document or the transactions contemplated therein which is distributed to the Agent or any Lender by means of electronic communications pursuant to this Section 16.16, including through the Platform.

16.17 Credit Agreement Governs

In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the other Documents, the provisions of this Agreement, to the extent of the conflict or inconsistency, shall govern and prevail.

16.18 Know Your Customer/Anti-Money Laundering Laws

(1) Each Lender and the Agent (for itself and not on behalf of any Lender) hereby notifies the Borrowers that pursuant to the requirements of Anti-Money Laundering Laws, it may be required to obtain, verify and record information that identifies the Borrowers, the other Loan Parties and the Family Trust, which information includes the name and address of each such person and such other information that will allow such Lender or the Agent, as applicable, to identify each such person in accordance with Anti-Money Laundering Laws (including, information regarding such person's directors, authorized signing officers, direct or indirect shareholders, or other persons in control of each such person). The Borrowers shall promptly provide and cause the other Loan Parties to provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or the Agent (for itself and not on behalf of any Lender), or any prospective assignee or participant of a Lender or the Agent, in order to comply with its ongoing obligations under its "know your customer" checks and identification procedures and any applicable Anti-Money Laundering Laws, whether now or hereafter in existence.

(2) If, upon the written request of any Lender, the Agent has ascertained the identity of a Borrower, any other Loan Party, the Family Trust or any authorized signatories of such person for the purposes of applicable Anti-Money Laundering Laws on such Lender's behalf, then the Agent:

(a) shall be deemed to have done so as an agent for such Lender, and this Agreement shall constitute a "written agreement" in such regard between such Lender and the Agent within the meaning of applicable Anti-Money Laundering Laws; and

(b) shall provide to such Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

(3) Notwithstanding anything to the contrary in this Section 16.18, each of the Lenders agrees that the Agent has no obligation to ascertain the identity of a Borrower, any other Loan Party or the Family Trust or any authorized signatories of such person, on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any such person or any such authorized signatory in doing so.

16.19 No Fiduciary Duty

The Agent, each Lender and their respective Affiliates (collectively, solely for purposes of this Section 16.19, the "**Lenders**"), may have economic interests that conflict with those of the Borrowers, it shareholders and/or its Affiliates. The Borrowers agree that nothing in the Documents will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and the Borrowers, their shareholders or its Affiliates, on the other hand. The Borrowers acknowledge and agree that (a) the transactions contemplated by the Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's length commercial transactions between the Lenders, on the one hand, and the Borrowers, on the other hand, and (b) in connection therewith and with the process leading thereto, (i) no Lender has assumed an advisory or fiduciary responsibility in favour of any Borrower, its shareholders or its Affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise a Borrower, its shareholders or its Affiliates on other matters) or any other obligation to the Borrowers except the obligations expressly set forth in the Documents and (ii) each Lender is acting solely as principal and not as the agent or fiduciary of the Borrowers, their management, shareholders, creditors or any other person. The Borrowers acknowledge and agree that the Borrowers have consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrowers agree that they will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to a Borrower, in connection with such transactions or the process leading thereto.

16.20 Acknowledgement and Consent to Bail-In of Affected Financial Institutions

Notwithstanding anything to the contrary in any Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

16.21 Counterparts; Electronic Signature

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Document. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Agreement or any other Document shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the Personal Information Protection and Electronic Documents Act (Canada), the Electronic Commerce Act, 2000 (Ontario), the Electronic Transactions Act (British Columbia), the Electronic Transactions Act (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement.

MONETTE FARMS LTD.

By: _____
Name: Darrel Monette
Title: President + Secretary-Treasurer

By: _____
Name:
Title:

MONETTE FARMS USA, INC.

By: _____
Name: Darrel Monette
Title: President + Secretary-Treasurer

By: _____
Name:
Title:

_____ By: _____
Witness: **DARREL NOEL MONETTE**

LENDERS:

THE BANK OF NOVA SCOTIA

By: _____
Name:
Title: Director

By: _____
Name: Mike Drapeau
Title: Director

FARM CREDIT CANADA

By: 

Name: Kendra Mueller, B.S.A., P.Ag., ICD.D
Title: Sr. Relationship Manager, Corporate & Senior Accounts

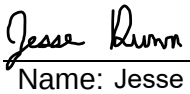
By: _____

Name:
Title:

EXPORT DEVELOPMENT CANADA

By: 

Name: Philip Sauvé
Title: Financing Manager

By: 

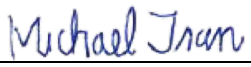
Name: Jesse Dunn
Title: Senior Associate

BANK OF MONTREAL

By: John Card
Name: John Card
Title: Director

By: Charles Wilson
Name: Managing Director
Title: Charles Wilson

ROYAL BANK OF CANADA

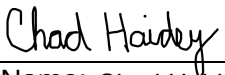
By: 

Name: Michael Tran
Title: Vice President, Corporate Client Group Finance

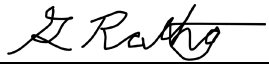
By: _____

Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE

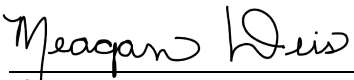
By: 

Name: Chad Haidey
Title: Authorized Signatory

By: 

Name: Greg Rathgeber
Title: Authorized Signatory

THE TORONTO-DOMINION BANK

By: 

Name: Meagan Deis
Title: Director

By: 

Name: Jolene Mancini
Title: AVP, Credit

CANADIAN WESTERN BANK

By: _____
Name: Doug Swarbrick
Title: SR Specialist Agriculture Lending

By: _____
Name: Tara Christison
Title: Senior Manager, Commercial Portfolio Mgmt

CONEXUS CREDIT UNION

By: 

Name: Robert Davis
Title: VP, Treasury

By: 

Name: Brad Fennig
Title: VP, Credit Risk

AGENT:

THE BANK OF NOVA SCOTIA,
in its capacity as the Agent

By: _____
Name: Thomas Mulfield
Title: Director

By: _____
Name: Mike Draper
Title: Director & Head.

SCHEDULE A

LENDERS AND COMMITMENTS

Lender	Operating Facility (Cdn.$)	Capital Facility (Cdn.$)
The Bank of Nova Scotia	34,838,711	145,161,289
Farm Credit Canada	32,903,226	137,096,774
Export Development Canada	23,225,806	96,774,194
Bank of Montreal	11,612,903	48,387,097
Royal Bank of Canada	31,935,484	133,064,516
Canadian Imperial Bank of Commerce	13,548,387	56,451,631
The Toronto-Dominion Bank	11,612,903	48,387,097
Conexus Credit Union	11,612,903	48,387,097
Canadian Western Bank	8,709,677	36,290,323
Total	**180,000,000**	**750,000,000**

SCHEDULE B

LENDER ASSIGNMENT AGREEMENT

THIS LENDER ASSIGNMENT AGREEMENT is made as of the • day of •, •

BETWEEN:

•

(hereinafter referred to as the "**Assignor**"),

OF THE FIRST PART,

- and -

•

(hereinafter referred to as the "**Assignee**"),

OF THE SECOND PART,

- and -

MONETTE FARMS LTD., a corporation existing under the laws of the Province of Saskatchewan (the "**Canadian Borrower**"),

OF THE THIRD PART,

- and -

MONETTE FARMS USA, INC., a corporation existing under the laws of the State of Montana (the "**U.S. Borrower**"),

OF THE FOURTH PART,

- and -

DARREL NOEL MONETTE, an individual residing in the Province of Saskatchewan (the "**Individual Borrower**" and together with the Canadian Borrower and the U.S. Borrower, the "**Borrowers**"),

OF THE FIFTH PART,

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as agent of the Lenders (hereinafter referred to as the "**Agent**"),

OF THE SIXTH PART,

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as Swingline Lender (hereinafter referred to as the "**Swingline Lende**r"),

OF THE SEVENTH PART,

and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as Fronting Lender (hereinafter referred to as the "**Fronting Lende**r"),

OF THE EIGHTH PART.

WHEREAS the Assignor is a Lender under the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between the Borrowers, the Lenders and the Agent (as further amended and supplemented to the date hereof, the "**Credit Agreement**");

AND WHEREAS the Assignor has agreed to assign and transfer to the Assignee certain rights under the Credit Agreement in compliance with the Credit Agreement, and the Assignee has agreed to accept such rights and assume certain obligations of the Assignor under the Credit Agreement;

AND WHEREAS this Agreement is delivered to the Assignee pursuant to Section 16.6 of the Credit Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the parties hereby agree as follows:

1. INTERPRETATION

(a) In this Agreement, including the recitals, capitalized terms used herein, and not otherwise defined herein, shall have the same meanings attributed thereto as set forth in the Credit Agreement. In addition, the following terms shall have the following meanings:

(i) "**Assigned Commitment**" has the meaning set forth in Section 2 hereof;

(ii) "**Assigned Interests**" has the meaning set forth in Section 2 hereof; and

(iii) "**Assumed Obligations**" has the meaning set forth in Section 4 hereof.

(b) The division of this Agreement into Articles, Sections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

(c) In this Agreement:

(i) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified, to this Lender Assignment Agreement taken as a whole and not to any particular section, subsection or paragraph;

(ii) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa; and

(iii) words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

(d) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Alberta, without prejudice to the rights of the parties to take proceedings in any other jurisdictions.

(e) If any provision of this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction, it shall not affect the validity, legality or enforceability of any such provision in any other jurisdiction or the validity, legality or enforceability of any other provision of this Agreement.

2. ASSIGNMENT OF RIGHTS BY ASSIGNOR

Effective as of the date hereof, the Assignor hereby absolutely assigns and transfers to the Assignee:

(a) subject to Section 3(a) hereof, **[all OR •% of all]** of the Assignor's right, title and interest in, to and under each of the outstanding Loans and other Obligations owing by the **[Canadian Borrower/U.S. Borrower/Individual Borrower]** to the Assignor under the **[•]** Facility, as more particularly described in Exhibit A attached hereto; and

(b) **[all OR •%]** of the Assignor's **[•]** Facility Commitment, being **[Cdn. $•]** of such **[•]** Facility Commitment (the "**Assigned Commitment**"),

together with all of the Assignor's other rights under the Credit Agreement and the other Documents but only insofar as such other rights relate to (a) and (b) above (collectively, the "**Assigned Interests**").

3. OUTSTANDING [SOFR LOANS AND] OUTSTANDING CORRA LOANS

(a) The parties hereby acknowledge that, on the date hereof, **[SOFR Loans and]** CORRA Loans accepted by the Assignor and each having terms to maturity ending on or after the date hereof may be outstanding under the relevant Credit Facility (the **["Outstanding SOFR Loans" and]** "**Outstanding CORRA Loans**", respectively). Notwithstanding any provision of the Credit Agreement or this Agreement, the Assignee shall have no right, title, benefit or interest in or to any **[Outstanding**

SOFR Loans and] Outstanding CORRA Loans. The Assignee shall assume no liability or obligation to the Assignor in respect of such Outstanding CORRA Loans, including in respect of the failure of the applicable Borrower to reimburse the Assignor for any such CORRA Loans on the maturity thereof or any fees or other amounts due in respect thereof.

(b) From time to time, as the **[Outstanding SOFR Loans and]** Outstanding CORRA Loans mature and Rollovers and Conversions are made by the applicable Borrower in respect thereof, the Assignee shall participate in the Loans effecting such Rollovers and Conversions to the full extent of its Assigned Commitment in its capacity as a Lender.

4. ASSUMPTION OF OBLIGATIONS BY ASSIGNEE

The Assignee assumes and covenants and agrees to be responsible for all obligations relating to the Assigned Interests to the extent such obligations arise or accrue on or after the date hereof (collectively, the "**Assumed Obligations**") and agrees that it will be bound by the Credit Agreement and the other Documents to the extent of the Assumed Obligations as fully as if it had been an original party to the Credit Agreement.

5. CREDIT AGREEMENT REFERENCES; NOTICES

Effective as of the date hereof:

(a) the Assignee shall be a Lender for all purposes of the Credit Agreement and the other Documents and all references therein to "Lenders" or "a Lender" shall be deemed to include the Assignee;

(b) the **[•]** Facility Commitment of the Assignee shall be the Assigned Commitment and all references in the Credit Agreement to "**[•]** Facility Commitment" of the Assignee shall be deemed to be to the Assigned Commitment;

(c) any demand, notice or communication to be given to the Assignee in accordance with Section 16.3 of the Credit Agreement shall be made or given to the following address or telecopy number (until the Assignee otherwise gives notice in accordance with such Section 16.3): •; and

(d) Schedule A to the Credit Agreement shall be deemed to be and is hereby amended to the extent necessary to give effect to the assignment of the Assigned Commitment contemplated hereby and to give effect to Sections 5(a), 5(b) and 5(c) hereof.

6. THE AGENT

Without in any way limiting the provisions of Section 4 hereof, the Assignee irrevocably appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Documents as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto, all in accordance with the provisions of the Credit Agreement.

7. NO ENTITLEMENT TO PRIOR INTEREST OR OTHER FEES

Except as otherwise agreed in writing between the Assignor and the Assignee, notwithstanding any provision of the Credit Agreement or other Documents or any other provision of this Agreement, the Assignee shall have no right, title or interest in or to any interest or fees paid or to be paid to the Assignor under, pursuant to or in respect of:

(a) the fees paid to the Assignor in respect of the establishment of the Credit Facilities;

(b) **[**the fees payable to the Agent pursuant to Section 5.9 of the Credit Agreement; **or] [Note: Section 7(b) to be inserted for any assignment by the Agent.]**

(c) the Loans, the Credit Facilities or the Credit Agreement for any period of time or in respect of any event or circumstance prior to the date hereof, including, without limitation, any standby fees pursuant to Section 5.8 of the Credit Agreement. **[For certainty, with respect to the Assigned Interests, the Assignor shall be solely entitled to the interest payable in respect of that remaining portion of the current Interest Period of an unmatured SOFR Loan or CORRA Loan until Conversion or Rollover as provided for in Section 3(b) unless otherwise agreed to as between the Assignor and the Assignee.]**

8. CONSENT OF BORROWERS, SWINGLINE LENDER, FRONTING LENDER AND AGENT

Provided the assignment is in accordance with Section 16.6 of the Credit Agreement, the Borrowers, the Swingline Lender, the Fronting Lender and the Agent hereby consent to the assignment of the Assigned Interests to the Assignee and the assumption of the Assumed Obligations by the Assignee and agree to recognize the Assignee as a Lender under the Credit Agreement as fully as if the Assignee had been an original party to the Credit Agreement. Each Borrower hereby acknowledges the assignment of the Assigned Interests is in accordance with Section 16.6 of the Credit Agreement. **[The Borrowers, the Swingline Lender, the Fronting Lender and the Agent agree that the Assignor shall have no further liability or obligation in respect of the Assumed Obligations.]**

[NOTE: Delete the square-bracketed second sentence of Section 8 hereof in the case of an assignment to an affiliate of the Assignor, as provided in the Credit Agreement.]

9. REPRESENTATIONS AND WARRANTIES

Each of the parties hereby represents and warrants to the other parties as follows:

(a) if it is a corporation, it is duly incorporated and validly subsisting under the laws of its governing jurisdiction;

(b) it has all necessary corporate power and authority or power and authority, as applicable, to enter into this Agreement and to perform its obligations hereunder and under the Credit Agreement and the other Documents;

(c) the execution, delivery, observance and performance on its part of this Agreement has been duly authorized by all necessary corporate and other action and this Agreement constitutes a legal, valid and binding obligation of such party enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency,

reorganization, moratorium or other laws affecting creditors' rights generally and, in the case of a Crown corporation, also subject to any immunities under the *Crown Liability and Proceedings Act* (Canada), and subject to general principles of equity; and

(d) all Governmental Authorizations, if any, required for the execution, delivery, observance and performance by it of this Agreement, the Credit Agreement and the other Documents have been obtained and remain in full force and effect, all conditions have been duly complied with and no action by, and no notice to or other filing or registration with any Governmental Authority is required for such execution, delivery, observance or performance.

The Assignor represents and warrants to the Assignee that it has the right to sell to the Assignee the Assigned Interests and that the same are free and clear of all Security Interests. The Assignor also represents and warrants to the Assignee that it has not received written notice of any Default or Event of Default having occurred under the Credit Agreement which is continuing.

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement and notwithstanding any examinations or investigations which may be made by the parties or their respective legal counsel.

Except as expressly provided herein, the Assignee confirms that this Agreement is entered into by the Assignee without any representations or warranties by the Assignor, the Swingline Lender, the Fronting Lender or the Agent on any matter whatsoever, including, without limitation, on the effectiveness, validity, legality, enforceability, adequacy or completeness of the Credit Agreement or any Document delivered pursuant thereto or in connection therewith or any of the terms, covenants and conditions therein or on the financial condition, creditworthiness, condition, affairs, status or nature of the Borrowers and their Affiliates.

10. ASSIGNEE CREDIT DECISION

The Assignee acknowledges to the Assignor, the Swingline Lender, the Fronting Lender and the Agent that the Assignee has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Borrowers and their Affiliates, all of the matters and transactions contemplated herein and in the Credit Agreement and other Documents and all other matters incidental to the Credit Agreement and the other Documents. The Assignee confirms with the Assignor, the Swingline Lender, the Fronting Lender and the Agent that it does not rely, and it will not hereafter rely, on the Agent, the Swingline Lender, the Fronting Lender or the Assignor:

(a) to check or inquire on its behalf into the adequacy, accuracy or completeness of any information provided by the Borrowers, any Subsidiary or any other person under or in connection with the Credit Agreement and other Documents or the transactions therein contemplated (whether or not such information has been or is hereafter distributed to the Assignee by the Agent); or

(b) to assess or keep under review on its behalf the financial condition, creditworthiness, condition, affairs, status or nature of the Borrowers and their Affiliates.

The Assignee acknowledges that a copy of the Credit Agreement (including a copy of the Schedules) has been made available to it for review and further acknowledges and agrees that it has received copies of such other Documents and such other information that it has requested for the purposes of its investigation and analysis of all matters related to this Agreement, the Credit Agreement, the other Documents and the transactions contemplated hereby and thereby. The Assignee acknowledges that it is satisfied with the form and substance of the Credit Agreement and the other Documents.

11. PAYMENTS

The Assignor and the Assignee acknowledge and agree that all payments under the Credit Agreement in respect of the Assigned Interests from and after the date hereof received by the Agent on or after the date hereof shall be the property of the Assignee and the Agent shall be entitled to treat the Assignee as solely entitled thereto.

12. AMENDMENTS AND WAIVERS

Any amendment or modification or waiver of any right under any provision of this Agreement shall be in writing (in the case of an amendment or modification, signed by the parties) and any such waiver shall be effective only for the specific purpose for which given and for the specific time period, if any, contemplated therein. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof and any waiver of any breach of the provisions of this Agreement shall be without prejudice to any rights with respect to any other or further breach.

13. GENERAL PROVISIONS

(a) The parties hereto shall from time to time and at all times do all such further acts and things and execute and deliver all such documents as are reasonably required in order to fully perform and carry out the terms of this Agreement.

(b) The provisions of this Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

(c) Words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one full set of counterparts.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by its duly authorized representative(s) as of the date first above written.

•, as Assignor

Per: _____
•

Per: _____
•

•, as Assignee

Per: _____
•

Per: _____
•

MONETTE FARMS LTD.

Per: _____
•

Per: _____
•

MONETTE FARMS USA, INC.

Per: _____
•

Per: _____
•

WITNESS:

_____
Name:

DARREL MONETTE

_____

THE BANK OF NOVA SCOTIA, in its capacity as Agent

Per: _____
•

Per: _____
•

THE BANK OF NOVA SCOTIA, in its capacity as Swingline Lender

Per: _____
•

Per: _____
•

THE BANK OF NOVA SCOTIA, in its capacity as Fronting Lender

Per: _____
•

Per: _____
•

SCHEDULE C

COMPLIANCE CERTIFICATE

TO: The Bank of Nova Scotia, in its capacity as agent (the "**Agent**")

AND TO: Each of the Lenders

1. Reference is made to the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farms USA, Inc. (the "**U.S. Borrower**") and Darrel Monette (the "**Individual Borrower**" and together with the Canadian Borrower and the U.S. Borrower, the "**Borrowers**"), as borrowers, The Bank of Nova Scotia and the other financial institutions party thereto in their capacity as lenders and the Agent and relating to the establishment of certain credit facilities in favour of the Borrowers (as further amended and supplemented to the date hereof, the "**Credit Agreement**"). Capitalized terms used herein, and not otherwise defined herein, shall have the meanings attributed to such terms in the Credit Agreement.

2. This Compliance Certificate is delivered pursuant to Section 10.1(e)(iv) of the Credit Agreement.

3. The undersigned, **[name]**, the **[President, Chief Financial Officer, Vice President Finance or Treasurer]** of the Canadian Borrower, hereby certifies that, as of the date of this Compliance Certificate, I have made or caused to be made such investigations as are necessary or appropriate for the purposes of this Compliance Certificate and:

   (a) the combined and consolidated financial statements of the Loan Parties for the **[fiscal quarter OR fiscal year]** ending •, • (the "**Calculation Date**") provided to the Agent pursuant to Section 10.1(e) of the Credit Agreement were prepared in accordance with generally accepted accounting principles and present fairly, in all material respects, the combined and consolidated financial position of the Loan Parties as at the date thereof;

   (b) the representations and warranties made by the Canadian Borrower and the U.S. Borrower in Section 9.1 of the Credit Agreement are true and accurate in all respects as at the date hereof, except as has heretofore been notified to the Agent by the Canadian Borrower **in writing [or except as described in Schedule ____ hereto]**;

   (c) no event has occurred or is continuing which would constitute a Default or Event of Default, except as has heretofore been notified to the Agent by the Canadian Borrower **in writing [or except as described in Schedule _____ hereto]**;

   (d) as of the Calculation Date, attached hereto as Exhibit A is a fiscal year to date list of the Capital Expenditures, asset acquisitions and asset dispositions made by each of the Canadian Borrower and its Affiliates;

(e) a complete and correct report on the status of all outstanding Financial Instruments in connection with the financial statements as at the Calculation Date is attached hereto as Schedule _____; **[Insert (e) if not detailed in the financial statements furnished pursuant to (a) above]**

(f) as at the Calculation Date, the Debt to Tangible Net Worth Ratio was ●:1.00; attached hereto as Exhibit B is a determination of the Debt to Tangible Net Worth Ratio as at the Calculation Date, together with particulars of each of the definitions and elements included in the determination thereof; and **[Insert (f) for Fiscal Year End Compliance Certificates only]**

(g) as at the Calculation Date, the Fixed Charge Coverage Ratio was ●:1.00; attached hereto as Exhibit C is a determination of the Fixed Charge Coverage Ratio as at the Calculation Date, together with particulars of each of the definitions and elements included in the determination thereof. **[Insert (g) for Fiscal Year End Compliance Certificates only]**

I give this Compliance Certificate on behalf of the Canadian Borrower and in my capacity as the **[President, Chief Financial Officer, Vice President Finance or Treasurer]** of the Canadian Borrower, and no personal liability is created against or assumed by me in the giving of this Certificate.

Dated at •, this • day of •, •.

_____

Name:
Title: **[President, Chief Financial Officer, Vice President Finance or Treasurer]**

SCHEDULE D

CONVERSION NOTICE

TO: The Bank of Nova Scotia, in its capacity as agent (the "**Agent**")
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9
Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

DATE: _____

1. This Conversion Notice is delivered to you pursuant to the terms and conditions of the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farms USA, Inc. (the "**U.S. Borrower**") and Darrel Monette (together with the Canadian Borrower and the U.S. Borrower, the "**Borrowers**"), as borrowers, The Bank of Nova Scotia and the other financial institutions party thereto in their capacity as lenders and the Agent and relating to the establishment of certain credit facilities in favour of the Borrowers (as further amended and supplemented to the date hereof, the "**Credit Agreement**"). Unless otherwise expressly defined herein, capitalized terms set forth in this Conversion Notice shall have the respective meanings set forth in the Credit Agreement.

2. The **[Canadian Borrower/U.S. Borrower**] hereby requests a Conversion as follows:

   (a) Conversion Date: _____

   (b) Conversion of the following Loans under the referenced Credit Facility:

      (i) Type of Loan and Credit Facility: _____

      (ii) Amount being converted: _____

      (iii) Interest Period maturity (for SOFR Loans and CORRA Loans): _____

      INTO the following Loan under the same Credit Facility:

      (iv) Type of Loan: _____

      (v) Interest Period (specify term of SOFR Loans or CORRA Loans):_____

   (c) Payment, delivery or issuance instructions (if any): _____

   _____

Yours very truly,

[MONETTE FARMS LTD.] OR [MONETTE FARMS USA, INC.]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE E

DRAWDOWN NOTICE

TO: The Bank of Nova Scotia, in its capacity as agent (the "**Agent**")
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9
Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

DATE: _____

1. This Drawdown Notice is delivered to you pursuant to the terms and conditions of the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farms USA, Inc. (the "**U.S. Borrower**") and Darrel Monette (together with the Canadian Borrower and the U.S. Borrower, the "**Borrowers**"), as borrowers, The Bank of Nova Scotia and the other financial institutions party thereto in their capacity as lenders and the Agent and relating to the establishment of certain credit facilities in favour of the Borrowers (as further amended and supplemented to the date hereof, the "**Credit Agreement**"). Unless otherwise expressly defined herein, capitalized terms set forth in this Drawdown Notice shall have the respective meanings set forth in the Credit Agreement.

2. The **[Canadian Borrower/U.S. Borrower**] hereby requests a Drawdown as follows:

   (a) Drawdown Date: _____

   (b) Amount of Drawdown: _____

   (c) Type of Loan and Credit Facility: _____

   (d) Interest Period (specify term for SOFR Loans, CORRA Loans and Letters of Credit): _____

   (e) Payment, delivery or issuance instructions (if any): _____

   _____

Yours very truly,

[MONETTE FARMS LTD.] OR [MONETTE FARMS USA, INC.]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE F

REPAYMENT NOTICE

TO: The Bank of Nova Scotia, in its capacity as agent (the "**Agent**")
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9
Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

DATE: _____

1. This Repayment Notice is delivered to you pursuant to the terms and conditions of the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farms USA, Inc. (the "**U.S. Borrower**") and Darrel Monette (the "**Individual Borrower**" and together with the Canadian Borrower and the U.S. Borrower, the "**Borrowers**"), as borrowers, The Bank of Nova Scotia and the other financial institutions party thereto in their capacity as lenders and the Agent and relating to the establishment of certain credit facilities in favour of the Borrowers (as further amended and supplemented to the date hereof, the "**Credit Agreement**"). Unless otherwise expressly defined herein, capitalized terms set forth in this Repayment Notice shall have the respective meanings set forth in the Credit Agreement.

2. The **[Canadian Borrower/U.S. Borrower/Individual Borrower**] hereby gives notice of a repayment as follows:

   (a) Date of repayment: _____

   (b) Loan(s) and Credit Facility: _____

   (c) Interest Period maturity (specify for SOFR Loans, CORRA Loans and Letters of Credit): _____

   (d) Amount being repaid: _____

Yours very truly,

[MONETTE FARMS LTD.] OR [MONETTE FARMS USA, INC.]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

OR

WITNESS: **DARREL MONETTE**

Name:

SCHEDULE G

ROLLOVER NOTICE

TO: The Bank of Nova Scotia, in its capacity as agent (the "**Agent**")
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9
Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

DATE: _____

1. This Rollover Notice is delivered to you pursuant to the terms and conditions of the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farms USA, Inc. (the "**U.S. Borrower**") and Darrel Monette (together with the Canadian Borrower and the U.S. Borrower, the "**Borrowers**"), as borrowers, The Bank of Nova Scotia and the other financial institutions party thereto in their capacity as lenders and the Agent and relating to the establishment of certain credit facilities in favour of the Borrowers (as further amended, modified, supplemented or restated, the "**Credit Agreement**"). Unless otherwise expressly defined herein, capitalized terms set forth in this Rollover Notice shall have the respective meanings set forth in the Credit Agreement.

2. The **[Canadian Borrower/U.S. Borrower**] hereby requests a Rollover as follows:

   (a) Rollover Date: _____

   (b) Amount of Rollover: _____

   (c) Type of Loan and Credit Facility: _____

   (d) New Interest Period (specify term of SOFR Loans, CORRA Loans and Letters of Credit): _____

   (e) Payment, delivery or issuance instructions (if any): _____

   _____

Yours very truly,

[MONETTE FARMS LTD.] OR [MONETTE FARMS USA, INC.]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE H-1

FIXED AND FLOATING CHARGE DEMAND DEBENTURE
(Monette Farms Ltd.)

Principal Sum: $2,000,000,000 Canadian Dollars
Interest Rate: 21.0% per annum
Date: •, 20•

ARTICLE 1 PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the "**Debtor**") hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of The Bank of Nova Scotia in its capacity as agent (in such capacity, the "**Agent**") for and on behalf of (a) The Bank of Nova Scotia and such other financial institutions as are or may become lenders (collectively, the "**Lenders**" and, individually, a "**Lender**") under the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") between the Debtor, Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, the Lenders and the Agent, (b) all Hedging Affiliates (as defined in the Credit Agreement) of each Lender and (c) all Bank Product Affiliates (as defined in the Credit Agreement), for the benefit of the Agent, the Lenders, such Hedging Affiliates and Bank Product Affiliates (collectively, the "**Beneficiaries**"), the Principal Sum stipulated above at the Agent's offices at GWO - Loan Operations, 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9 or at such other place as the Agent may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.

The Agent, on behalf of the Beneficiaries, is the person entitled to receive the principal of and interest on this debenture (this "**Debenture**") and all other amounts payable hereunder.

ARTICLE 2 CHARGE

Charge

2.1 As security for the due payment of the Principal Sum, interest and all other money payable hereunder and all other obligations hereunder (collectively, the "**Obligations**"), the Debtor hereby:

(a) grants, assigns, mortgages and charges, as and by way of a fixed and specific mortgage, assignment and charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns:

(i) all of the right, title, interest and estate of the Debtor (both present and future) in and to the property and interests (including, without limitation, leasehold interests) described in Schedule "A" attached hereto (the "**Lands**"); all buildings, erections, structures, improvements, equipment, surface rights and fixtures now or hereafter constructed or placed in, under or upon the Lands or otherwise associated with the Lands (collectively, the "**Facilities**"); all easements, rights-of-way, licences and privileges appurtenant or appertaining to the Lands; and all interests in any of the foregoing and all benefits and rights to be derived by the Debtor in respect thereof; and

(ii) all of the right, title and interest of the Debtor (both present and future) in, to and under the agreements, instruments and other documents described in Schedule "B" attached hereto or otherwise to the extent associated with the Lands, all as the same may be amended, modified, supplemented or restated from time to time; and

(b) charges, as and by way of a first floating charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns, all of the undertaking, property and assets of the Debtor, both present and future, of every nature and kind and wherever situate including, without limitation, all of its present and future personal and real property, goodwill, trade-marks, inventions, processes, patents and patent rights, materials, supplies, inventories, motor vehicles, trucks, trailers, machinery, implements, equipment and apparatus of every kind, furniture, rent, revenues, income, money, rights, powers, privileges, franchises, benefits, amenities, contracts, agreements, leases of real and personal property, licenses, permits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, investment property, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter and any and all proceeds of any of the foregoing, except only such property and assets as are validly and effectively subject to any fixed and specific mortgages and charges created hereunder.

In this Debenture, the mortgages, assignments and charges created and provided for are collectively called the "**Charge**" and the subject matter of the Charge is called the "**Charged Premises**".

Dealings in the Ordinary Course

2.2 Subject to Section 3.1 hereof and the Credit Agreement and until the Charge becomes enforceable pursuant to the terms of the Credit Agreement, the Debtor may dispose of or deal with the Charged Premises subjected to the floating charge and security interest created under Section 2.1 in the ordinary course of business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge.

Last Day

2.3 The Charge shall not extend or apply to the last day of the term of any lease or agreement to lease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day

in trust for the Agent to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.4 The Charge does not and shall not extend to, and the Charged Premises shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Agent and shall assign such Contractual Rights to the Agent forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Agent, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

Crystallization Against Real Property

2.5 In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 4.1 and the Agent giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 NEGATIVE PLEDGE

Negative Pledge

3.1 Except as has otherwise been agreed in writing with the Agent and the Lenders or as expressly permitted by the Credit Agreement or any other Document (as defined in the Credit Agreement), the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Agent, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Premises.

ARTICLE 4 DEFAULT AND REMEDIES

Default

4.1 Upon the occurrence and continuance of an Event of Default (as defined in the Credit Agreement), the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Agent may realize upon the Charged Premises and shall have the following rights and remedies, which rights and remedies may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Beneficiaries may have:

(a) the Agent may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Charged Premises and may

remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Premises or any part thereof; and the term "Agent" when used in this Section 4.2 shall include any Receiver so appointed and the agents, officers and employees of such Receiver;

(b) the Agent may take possession of the Charged Premises and require the Debtor to make the Charged Premises available to the Agent;

(c) the Agent may take such steps as it considers desirable to maintain, preserve or protect the Charged Premises;

(d) the Agent may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Premises;

(e) the Agent may enforce any rights of the Debtor in respect of the Charged Premises by any manner permitted by law;

(f) the Agent may sell, lease or otherwise dispose of the Charged Premises by judicial sale, by foreclosure, at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Agent may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Premises or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any Vice President or Director of the Agent being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Premises by, from, through or under the Debtor;

(g) the Agent may accept the Charged Premises in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;

(h) the Agent may borrow money on the security of the Charged Premises for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Premises in priority to the Charge;

(i) the Agent may perform any obligation, covenant or provision under the Credit Agreement and the entire costs thereof are a charge on the Charged Premises and shall be added to the amounts due hereunder and shall be secured by the Charge; and

(j) the Agent may exercise any other right or remedy permitted by law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta) (the "**AB PPSA**") or any similar personal property legislation of any jurisdiction in which any of the Charged Premises is located or which, by the operation of law, governs or is deemed to govern the Charged Premises.

(2) The Debtor further agrees with the Agent that:

(a) the Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Premises and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Premises or for the purpose of preserving any rights of the Beneficiaries, the Debtor or any other person, firm or corporation in respect of the Charged Premises;

(b) the Agent or the Beneficiaries may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Charged Premises and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Premises and other securities as the Agent may see fit without prejudice to the liability of the Debtor to the Beneficiaries or the Beneficiaries' rights hereunder;

(c) to facilitate the realization of the Charged Premises, the Agent may, subject to applicable law, enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Premises and use all or any of the equipment and other personal property of the Debtor for such time as the Agent requires to facilitate such realization, free of charge (as between the Debtor and the Agent), and the Beneficiaries shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;

(d) the Agent may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;

(e) the Agent may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Premises, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and

(f) any proceeds of realization of the Charged Premises may be applied by the Agent to the payment of expenses in connection with the preservation and realization of the Charged Premises as above described and any balance of such proceeds shall be applied by the Agent to payment of any amount owing by the Debtor to the Agent in such order as the Agent may see fit; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Agent has knowledge and may be applied or retained as reserves against potential claims that the Agent or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to applicable law) be paid to the Debtor.

(3) Any Receiver shall be entitled to exercise all rights and powers of the Agent hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the

agent of the Debtor and not of the Agent and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

(4) The Debtor hereby irrevocably appoints the Agent attorney on its behalf to sell or transfer the Charged Premises, to deal with the real property forming part of the Charged Premises and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Premises and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Premises or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5 GENERAL

Expenses

5.1 The Debtor shall pay to the Agent forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees on a solicitor and client basis, incurred by the Agent in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this Debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

5.2 This Debenture may be pledged by the Debtor as security for its indebtedness and liabilities. While this Debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness secured by this Debenture shall reduce the amount owing under this Debenture unless specifically appropriated to and noted on this Debenture by the Agent at the time of payment.

Not Negotiable

5.3 This Debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Agent are no greater than the rights of the Agent, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Agent would have been subject to.

No Waiver, Remedies

5.4 No failure on the part of the Beneficiaries or the Agent on their behalf to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

5.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given in such manner as is set forth in the Credit Agreement. The address for the service for the Agent is 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9, and the address for service for the Debtor is P.O. Box 1298, Swift Current, Saskatchewan, S9H 3X4.

Additional Security

5.6 This Debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Beneficiaries.

Headings; References to Debenture

5.7 The division of this Debenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Debenture. The terms "this Debenture", "hereof", "hereunder" and similar expressions refer to this Debenture and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Debenture.

Number; Gender; Persons

5.8 In this Debenture words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Governing Law

5.9 This Debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

5.10 The Debtor hereby attorns and submits to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

5.11 This Debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation resulting from an amalgamation with the Debtor) except that the Debtor may not assign its obligations under this Debenture without the prior written consent of the Agent. This Debenture shall benefit the successors and permitted assigns of the Beneficiaries.

Time of the Essence

5.12 Time shall be of the essence with regard to this Debenture.

Discharge

5.13 The Debtor shall not be discharged from the Charge, this Debenture or any of its obligations hereunder except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

Waiver of Financing Statement, Etc.

5.14 The Debtor hereby waives the right to receive from the Agent or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture.

No Merger

5.15 No item or part of this Debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this Debenture or the Credit Agreement, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Beneficiaries under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Saskatchewan Waiver

5.16 The Debtor agrees that:

(a) *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in that Act, with respect to this Debenture or any agreement renewing, extending or collateral to this Debenture; and

(b) *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:

(i) this Debenture;

(ii) any mortgage, charge or other security for the payment of money made, given or created by this Debenture;

(iii) any agreement or instrument renewing or extending or collateral to this Debenture or renewing or extending or collateral to any mortgage, charge or other security referred to or mentioned in Section 5.16(b)(ii); or

(iv) the rights, powers, remedies of the Agent and of the other Beneficiaries under this Debenture or under any mortgage, charge, other security, agreement or instrument referred to or mentioned in Sections 5.16(b)(ii) or 5.16(b)(iii).

Expropriation

5.17 The Debtor hereby waives the provisions of sections 49 and 52 of the *Expropriation Act* (Alberta) and any legislation enacted in place thereof.

***Insurance Act* Waiver**

5.18 In the event that the Agent elects to apply any proceeds of insurance to the payment of the obligations secured, the Debtor hereby irrevocably waive the rights, benefits and provisions of any and all statutory provisions which may require that proceeds of insurance be used to restore or rebuild the improvements, including, without limitation, the *Fires Prevention (Metropolis) Act, 1774* and the *Insurance Act* (Alberta) and any legislation in substitution therefore.

Alberta Statutory Covenants

5.19 The Debtor hereby covenant and agree that:

(a) it is the registered and beneficial owner of the Charged Premises;

(b) it has the right to mortgage its interest in the Charged Premises;

(c) when the Charge becomes enforceable, the Agent shall have quiet possession of its interest in the Charged Premises, free from all encumbrances except for the Permitted Encumbrances (as defined in the Credit Agreement);

(d) it will execute such further assurances of its interest in the Charged Premises as may be requisite; and

(e) it has done no act to encumber its interest in the Charged Premises except for the Permitted Encumbrances.

Alberta Charge

5.20 For the better securing to the Agent (as mortgagee hereunder) the repayment in the manner aforesaid of the Principal Sum and interest and other obligations secured hereby, the Debtor (as mortgagor hereunder) DOES HEREBY mortgage to the Agent all of its estate and interest in the Charged Premises.

Evergreen Grant

5.21 For the purposes of Section 13(2) of the AB PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be novated and re-granted each year on the anniversary date of this Debenture, without any further action of the Debtor or the Agent. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Debenture is discharged by the Agent pursuant to Section 5.13 hereof.

Conflict of Terms; Entire Agreement

5.22 This Debenture has been entered into as collateral security for the Obligations, the Lender Financial Instrument Obligations (as defined in the Credit Agreement) and the Bank Product Obligations (as defined in the Credit Agreement) and is subject to all the terms and conditions of the Credit Agreement, the Bank Products (as defined in the Credit Agreement) and the Lender Financial Instruments (as defined in the Credit Agreement) and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Bank Products or the Lender Financial Instruments, the rights and obligations of the Debtor, the Agent and the Beneficiaries shall be governed by the provisions of the Credit Agreement, the Bank Products and the Lender Financial Instruments (as applicable). This Debenture together with the Credit Agreement, the Lender Financial Instruments, the Bank Product documentation and all other Documents constitute the entire agreement between the Debtor and the Agent with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Debtor has executed this Debenture as of the date first written above.

MONETTE FARMS LTD.

Per: _____
Name:
Title:

Schedule "A"

Lands

[Legal description of lands to be inserted]

Schedule "B"

Agreements and Instruments

[Nil.] OR [Insert description of agreements and instruments]

SCHEDULE H-2

THIS DEBENTURE PLEDGE AGREEMENT made as of •, 20•;
(Monette Farms Ltd.)

Description of Fixed and Floating Charge Demand Debenture

Principal Sum: $2,000,000,000 Canadian Dollars

Interest Rate: 21.0% per annum

Date: •, 20•

WHEREAS:

A. The Bank of Nova Scotia and certain other lenders (collectively, the "**Lenders**") and The Bank of Nova Scotia in its capacity as agent on behalf of the Lenders (in that capacity, the "**Agent**") have entered into a fifth amended and restated credit agreement with Monette Farms Ltd. (the "**Debtor**"), Monette Farms USA, Inc. and Darrel Noel Monette (collectively, the "**Borrowers**"), as borrowers, originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") pursuant to which the Lenders have agreed to make credit facilities available to the Borrowers;

B. The Debtor has executed and delivered to the Agent and the Lenders a guarantee made as of the date hereof (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Guarantee**") wherein, *inter alia*, the Debtor has guaranteed all present and future Obligations (as defined in the Guarantee);

C. In order to secure the payment and performance of all present and future Obligations (as hereinafter defined) of the Debtor to the Agent, the Lenders, the Bank Product Affiliates and the Hedging Affiliates (collectively, the "**Beneficiaries**"), the Debtor has created and issued to the Agent the debenture described above (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Debenture**");

D. The purpose of this Debenture Pledge Agreement is to set forth the terms and conditions upon which the Debenture is to be held by the Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees and covenants with the Agent as follows:

1. The Debtor hereby grants a security interest in and deposits with and pledges to the Agent the Debenture to be held by the Agent as general and continuing collateral security for the payment and performance of all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and other Documents and including, without limitation, the principal of, and all interest, fees, reasonable legal and other costs, charges and expenses owing or payable on or in respect of, any and all Loans, (b) all Bank

Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (c) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (d) all obligations, liabilities and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (collectively, the "**Obligations**").

2. The Agent shall neither demand payment pursuant to the Debenture nor enforce the security constituted thereby unless the Agent shall be entitled to do so pursuant to the provisions of the Credit Agreement and the other agreements, instruments or documents establishing, creating or evidencing any Obligations (collectively, the "**Credit Documents**"), but thereafter the Agent may at any time exercise and enforce all of the rights and remedies of a holder of the Debenture as if the Agent was the absolute owner thereof without notice to or control by the Debtor, and any such remedy may be exercised separately or in combination with, and shall be in addition to and not in substitution for, any other right or remedy of the Agent and the Beneficiaries however created, provided that the Agent shall not be bound to exercise any such right or remedy.

3. Subject to the requirements of applicable law, the Agent shall not be bound under any circumstances to realize upon or under the Debenture and shall not be responsible to the Debtor for any loss occasioned by any sale or other dealing with the Debenture or the Charged Premises (as defined in the Debenture) or by the retention of or failure to sell or otherwise deal with the same.

4. The proceeds of or any other amount received pursuant to the Debenture shall be applied by the Agent on account of the Obligations in such order as set out in the Credit Agreement without prejudice to the Agent's or the Beneficiaries' claim upon the Debtor for any deficiency. Subject to the requirements of applicable law, any surplus realized by the Agent in excess of the Obligations shall be paid over to the Debtor.

5. Subject to paragraph 2 hereof, the Agent shall not be obliged to exhaust its recourse against the Debtor, any other person or persons, or any other security it may hold with respect to the Obligations before realizing upon, under, or otherwise dealing with the Debenture in such manner as the Agent sees fit. The Agent and the other Beneficiaries may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with other parties, sureties or securities as they may see fit, without prejudice to the liability of the Debtor or the Agent's or the other Beneficiaries' rights in respect of the Debenture.

6. Notwithstanding the stated interest rate per annum in the Debenture, payment to the Beneficiaries or, in the case of Obligations payable pursuant to the Credit Agreement, the Agent for the account of the Lenders, of the relevant interest, fees and other amounts owing under the Credit Documents for any period in respect of the Obligations at the current rate at which the Obligations bear interest for such period pursuant to the Credit Documents shall be deemed to be payment in satisfaction of the interest payment for the same period under the Debenture.

7. The Debenture shall not operate by way of merger of any of the Obligations and no judgment recovered by the Agent or the other Beneficiaries shall operate by way of merger of or in any way affect the security of the Debenture which is in addition to and not in substitution for any other security now or hereafter held by the Agent or the other Beneficiaries with respect to the Obligations.

8. Notwithstanding the form and terms of the Debenture and the provisions of this Debenture Pledge Agreement, (a) the Agent shall not claim or realize an amount under or in respect of the Debenture in excess of the aggregate Obligations (for certainty, the Obligations being determined (i) without including

the stated Principal Sum (as defined in the Debenture) of the Debenture and (ii) subject to paragraph 6 hereof, without reference to the stated interest rate per annum in the Debenture) from time to time, of the Debtor to the Agent and the Beneficiaries and (b) the provisions of this Debenture Pledge Agreement and the Debenture, in particular, but without limitation, Sections 2.2 and 3.1 of the Debenture, are subject to the provisions of the Guarantee and the Credit Agreement relating to the subject matter thereof. If there are any express conflicts or inconsistencies between the terms of the Guarantee, the Credit Agreement and the Debenture or this Debenture Pledge Agreement, then the terms of the Guarantee and the Credit Agreement, as applicable, shall govern in all respects to the extent necessary to eliminate such express conflicts or inconsistencies.

9. Upon payment and satisfaction in full of the Obligations and cancellation in full of the credit facilities established under the Credit Agreement when none of the Beneficiaries has other credit facilities in favour of or any obligation to provide credit to the Debtor, the Agent shall, at the request of the Debtor, deliver up the Debenture to the Debtor and shall, at the request and expense of the Debtor, execute and deliver to the Debtor releases, discharges and such other instruments as shall be required to effectively discharge the Charge (as defined in the Debenture).

10. Time shall be of the essence with regard to this Debenture Pledge Agreement.

11. Capitalized terms used herein without express definition shall have the same meanings ascribed thereto as are set forth in the Credit Agreement.

12. This Debenture Pledge Agreement shall enure to the benefit of and be binding upon the Debtor, the Agent and the other Beneficiaries and their respective successors and permitted assigns.

13. The parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture Pledge Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture Pledge Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of either party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

14. This Debenture Pledge Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta.

15. The Debtor hereby waives the right to receive from the Agent or the Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture Pledge Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture Pledge Agreement.

16. The Debtor may not assign its obligations under this Debenture Pledge Agreement without the prior written consent of the Agent.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

MONETTE FARMS LTD.

Per: _____
Name:
Title:

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE H-3

GENERAL SECURITY AGREEMENT
(Monette Farms Ltd.)

THIS AGREEMENT made as of ●, 20●

B E T W E E N :

MONETTE FARMS LTD., a corporation existing under the laws of Saskatchewan (hereinafter referred to as the "**Debtor**")

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, in its capacity as Agent (hereinafter referred to as the "**Secured Party**")

WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of the Obligations (as hereinafter defined), the security interest and assignment, mortgage and charge granted herein;

AND WHEREAS the Lenders, the Bank Product Affiliates and the Hedging Affiliates have appointed and authorized the Secured Party to act as their agent and attorney for the purpose of holding security granted by the Debtor;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, this Section and any schedules or attachments hereto, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "Beneficiary" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Borrowers**" means, collectively, the Debtor, Monette Farms USA, Inc. and Darrel Noel Monette and each of their successors and permitted assigns.

"**Charge**" means the security interests, assignments, mortgages and charges created hereunder.

"**Collateral**" has the meaning set out in Section 2.1.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between the Debtor and the other Borrowers, as borrowers, the Secured Party, as agent, and the Lenders, as lenders, relating to the establishment of certain credit facilities in favour of the Borrowers, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Guarantee**" means the guarantee made as of even date herewith by the Debtor in favour of the Beneficiaries, as the same may be amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Obligations**" means, collectively and at any time and from time to time, all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and other Documents and including, without limitation, the principal of, and all interest, fees, reasonable legal and other costs, charges and expenses owing or payable on or in respect of, any and all Loans, (b) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (c) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (d) all liabilities, obligations and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

1.2 Definitions used in the Credit Agreement

Capitalized terms used herein without express definition shall, unless something in the subject matter or context is inconsistent therewith, have the same meanings as are ascribed to such terms in the Credit Agreement.

1.3 *Personal Property Security Act* (Alberta) Definitions

The terms "accessions", "accounts", "chattel paper", "documents of title", "goods", "instruments", "intangibles", "inventory", "investment property" "money" and "proceeds" whenever used herein shall have the meanings given to those terms in the *Personal Property Security Act* (Alberta) (the "**PPSA**"), as now enacted or as the same may from time to time be amended, re-enacted or replaced.

1.4 Headings and References

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.5 Included Words

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.6 Calculation of Interest

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.7 Schedules

Any schedule to this Agreement is incorporated by reference and shall be deemed to be part of this Agreement.

ARTICLE 2
GRANT OF SECURITY

2.1 Security

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby pledges, hypothecates, assigns, charges, conveys, sets over and transfers unto the Secured Party for the benefit of the Beneficiaries and grants to the Secured Party a security interest in all of the present and future undertaking, assets and property, both real and personal of the Debtor including, without limitation, all present and after-acquired personal property of the Debtor (collectively, the "**Collateral**"), and as further general and continuing security for the payment and performance of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral to the Secured Party (with respect to real property, as and by way of a floating charge). Without limiting the generality of the foregoing, the Collateral shall include all right, title and interest that the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in all property of the following kinds:

(a) Accounts Receivable: all debts, accounts, accounts receivables, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the "**Receivables**");

(b) Inventory: all inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all goods held for sale or lease, or furnished or to be furnished under contracts for service, or that are work in progress, or that are raw materials used or consumed in the business of the Debtor (collectively, the "**Inventory**");

(c) Equipment: all goods, machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not Inventory, including, without limiting the generality of the foregoing, the tangible personal property described in any schedule hereto executed by both the Debtor and the Secured Party;

(d) Chattel Paper: all chattel paper;

(e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(f) Investment Property and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other investment property including, without limitation, securities accounts, financial assets, securities entitlements and all instruments (collectively, the "**Securities**");

(g) Intangibles: all intangibles not described in Section 2.1(a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;

(h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(i) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in Sections 2.1(a) to (h) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;

(j) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in Sections 2.1(a) to (i) inclusive; and

(k) Proceeds: all proceeds of the property described in Sections 2.1(a) to (j) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for the loss of or damage to such property;

provided that the Charge shall not: (i) extend, include or apply to the last day of the term of any lease now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said Charge, the Debtor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said Charge, (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound or (iii) extend to, and the Collateral shall not include any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of, or permit any person to terminate, the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

2.2 Attachment of Security Interest

The Debtor acknowledges (i) that value has been given, (ii) that the security interest granted hereby shall attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral, (iii) it has not agreed to postpone the time of attachment of the security interest and (iv) it has received a copy of this Agreement.

2.3 Crystallization against Real Property

In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 5.1 and the Secured Party giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

2.4 Evergreen Grant

For the purposes of Section 13(2) of the PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be novated and re-granted each year on the anniversary date of this Agreement, without any further action of the Debtor or the Secured Party. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Agreement is discharged by the Secured Party pursuant to Section 6.8 hereof.

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 Representations and Warranties

The Debtor hereby represents and warrants to the Secured Party and the Beneficiaries that (and acknowledges that the Secured Party and the Beneficiaries are relying on the same):

(a) the address of the Debtor's chief executive office (as such term is utilized in the PPSA) is **[•]**;

(b) the address of the office where the Debtor keeps its records respecting the Receivables is **[•]**;

(c) all of the tangible property and assets of the Debtor, real or personal, are located in the **[Province of Saskatchewan and ●]**; and

(d) it has not granted "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party

3.2 Survival of Representations and Warranties

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement notwithstanding any investigations or examinations which may be made by any of the Beneficiaries or their legal counsel. Such representations and warranties shall survive until this Agreement has been terminated and discharged in accordance with Section 6.8 hereof.

3.3 Covenants

The Debtor covenants with the Secured Party that the Debtor shall:

(a) not change its name or the jurisdiction of its chief executive office or the location of the office where it keeps its records respecting the Receivables without giving 15 days' prior written notice thereof to the Secured Party;

(b) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement, including, without limitation, to enforce the Charge and remedies provided hereunder, or to better evidence and perfect the Charge, and, upon the occurrence of an Event of Default, the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any receiver or receiver and manager appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;

(c) pay to the Secured Party forthwith upon demand all reasonable costs and expenses as provided in Section 14.1 of the Credit Agreement; and

(d) not grant "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

ARTICLE 4
SECURITIES; ACCOUNT DEBTORS

4.1 Registration of Securities

The Secured Party may require that the Debtor have any Securities registered in the name of the Secured Party or in the name of its nominee and shall be entitled but not bound or required to exercise any of the rights that any holder of such Securities may at any time have, provided that, until an Event of Default has occurred and is continuing, the Debtor shall be entitled to exercise all voting power from time to time exercisable in respect of the Securities and receive Distributions payable with respect to the Securities as provided for and permitted pursuant to the Credit Agreement. The Beneficiaries shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor shall from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

4.2 Notification of Account Debtors

The Secured Party may give notice of this Agreement and the Charge granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, following the occurrence of an Event of Default that is continuing, may give notice to any such account debtors or other person to make all further payments to the Secured Party, and, after the occurrence and during the continuance of an Event of Default, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and forthwith paid over to the Secured Party on request.

4.3 Control of Investment Property

At the request of the Secured Party, the Debtor shall take all steps in order to provide "control" (within the meaning of the PPSA) to the Secured Party of all Investment Property including, without limitation, delivering all share certificates relating to such Investment Property.

ARTICLE 5
REMEDIES

5.1 Remedies

(a) Upon the occurrence and during the continuance of any Event of Default any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable and, in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently, or both, and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

(i) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Collateral (which term when used in this Section 5.1 shall include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 5.1 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;

(iii) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(iv) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;

(v) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;

(vi) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Collateral or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any officer or duly authorized representative of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Collateral by, from, through or under the Debtor;

(vii) the Secured Party may accept the Collateral in satisfaction or partial satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law;

(viii) the Secured Party may borrow money on the security of the Collateral for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Collateral in priority to the Charge;

(ix) the Secured Party may enter upon, occupy and use all or any of the Collateral occupied by the Debtor and use all or any of the Collateral for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party and the Beneficiaries will not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges, depreciation or damages in connection with such actions;

(x) the Secured Party may charge on its own behalf and pay to others all amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at a rate per annum equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum and (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum, shall be added to and form part of the Obligations hereby secured; and

(xi) the Secured Party may discharge any claim, Security Interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with all reasonable

costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured.

(b) The Secured Party and the Beneficiaries may:

(i) grant extensions of time;

(ii) take and perfect or abstain from taking and perfecting security;

(iii) give up securities;

(iv) accept compositions or compromises;

(v) grant releases and discharges; and

(vi) release any part of the Collateral or otherwise deal with the Debtor, debtors and creditors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit,

without prejudice to the liability of the Debtor to the Secured Party and the Beneficiaries or the Beneficiaries' rights hereunder.

(c) The Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral.

(d) The Secured Party shall apply any proceeds of realization of the Collateral to payment of reasonable expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party shall apply any balance of such proceeds to payment of the Obligations in accordance with the Credit Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party and the Beneficiaries forthwith on demand. Subject to the requirements of applicable law, any surplus realized in excess of the Obligations shall be paid over to the Debtor.

(e) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

ARTICLE 6
GENERAL

6.1 Benefit of the Agreement

This Agreement shall be binding upon the successors and permitted assigns of the Debtor and shall benefit the successors and permitted assigns of the Secured Party and other Beneficiaries.

6.2 Conflict of Terms; Entire Agreement

This Agreement has been entered into as collateral security for the Obligations and is subject to all the terms and conditions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments or the documents in respect of Bank Products, the rights and obligations of the Debtor, the Secured Party and the Beneficiaries shall be governed by the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products, as applicable. This Agreement together with the Credit Agreement, the Guarantee, the Lender Financial Instruments, the documents in respect of Bank Products and all other Documents constitute the entire agreement between the Debtor and the Secured Party with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

6.3 No Waiver

No delay or failure by the Beneficiaries in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

6.4 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

6.5 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, facsimile or other electronic means, addressed to the recipient as follows:

To the Debtor:

Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile No.: (306) 627-3793

To the Secured Party:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

or such other address, electronic communication number, or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication during normal business hours at the place of receipt on a Banking Day shall be conclusively deemed to have been made or given at the time of actual delivery or transmittal, as the case may be, on such Banking Day. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication after normal business hours at the place of receipt or otherwise than on a Banking Day shall be conclusively deemed to have been made or given at 9:00 a.m. (Calgary time) on the first Banking Day following actual delivery or transmittal, as the case may be.

6.6 Modification; Waivers; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by the Debtor and the Secured Party. No waiver of any provision of this Agreement by the Secured Party shall be effective unless the same is in writing and signed by the Secured Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The rights of the Secured Party (including those of any Beneficiary) under this Agreement may only be assigned in accordance with the requirements of the Credit Agreement, the applicable document in respect of Bank Products or applicable Lender Financial Instrument (as the case may be). The Debtor may not assign its obligations under this Agreement. Any assignee of a Beneficiary shall be bound hereby, *mutatis mutandis*.

6.7 Additional Continuing Security

This Agreement and the Charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or the Beneficiaries and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

6.8 Discharge

The Debtor and the Collateral shall not be discharged from the Charge or from this Agreement except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

6.9 No Release

The loss, injury or destruction of the Collateral shall not operate in any manner to release or discharge the Debtor from any of its liabilities to the Beneficiaries.

6.10 No Obligation to Act

Notwithstanding any provision of this Agreement or any other Document or the operation, application or effect hereof, the Secured Party, the other Beneficiaries or any Receiver, or any representative or agent acting for or on behalf of the foregoing, shall not have any obligation whatsoever to exercise or refrain from exercising any right, power, privilege or interest hereunder or to receive or claim any benefit hereunder.

6.11 Admit to Benefit

Subject to Section 6.6, no person other than the Debtor and the Beneficiaries shall have any rights or benefits under this Agreement, nor is it intended that any such person gain any benefit or advantage as a result of this Agreement nor shall this Agreement constitute a subordination of any security in favour of such person.

6.12 Time of the Essence

Time shall be of the essence with regard to this Agreement.

6.13 Waiver of Financing Statement, etc.

The Debtor hereby waives the right to receive from the Secured Party or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Agreement.

6.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

6.15 Saskatchewan Waiver

The Debtor agrees that the *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement or any agreement renewing, extending or collateral to this Agreement.

6.16 Attornment

The Debtor and each of the Beneficiaries each hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action or proceeding arising under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or any Beneficiary to commence any action or proceeding relating hereto

in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action, proceeding or matter relating hereto.

6.17 Executed Copy

The Debtor hereby acknowledges receipt of a fully executed copy of this Agreement.

6.18 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

MONETTE FARMS LTD.

Per: _____
Name:
Title:

THE BANK OF NOVA SCOTIA,
as Agent and Secured Party

Per: _____
Name:
Title:

SCHEDULE H-4

PROVINCE OF SASKATCHEWAN
THE LAND TITLES ACT, 2000
MORTGAGE

WHEREAS under a Fixed and Floating Charge Demand Debenture dated the • day of •, 20• (as the same may be further amended, modified, supplemented or restated from time to time, hereinafter referred to as the "**Debenture**"), a copy of which Debenture is annexed hereto as Schedule "1" and forms part of the within Mortgage, **MONETTE FARMS LTD.**, a body corporate, duly organized and existing under the laws of the Province of Saskatchewan, whose postal address is P.O. Box 610 Swift Current, Saskatchewan S9H 3W4 (hereinafter referred to as the "**Mortgagor**") did mortgage and charge to and in favour of **THE BANK OF NOVA SCOTIA,** in its capacity as agent for and on behalf of the "Beneficiaries", as defined in the Debenture (hereinafter referred to as the "**Mortgagee**"), all of its interest in present and future real property, including the freehold real and immovable property described in Schedule "A" to the Debenture attached hereto (the "**Mortgaged Lands**"), with all buildings, erections, structures, improvements, equipment, surface rights and fixtures now or hereafter constructed or placed in, under or upon the Mortgaged Lands (collectively, the "**Facilities**"), as security for the payment to the Mortgagee on demand of the Principal Sum and interest as set out in the Debenture, all present and future obligations, liabilities and indebtedness of the Mortgagor to the Lenders, as defined in the Debenture and to the Lenders and the other Hedging Affiliates, as defined in the Credit Agreement described in the Debenture (hereinafter referred to as the "**Credit Agreement**"), all present and future obligations, liabilities and indebtedness of the Mortgagor to the Lenders and the other Bank Product Affiliates (as defined in the Credit Agreement) and all other monies payable from time to time under this Mortgage or under the provisions of the Debenture and under the provisions of the Credit Agreement (hereinafter referred to as the "**Obligations**");

AND WHEREAS the Mortgagor has agreed to execute a Mortgage registrable under the provisions of The Land Titles Act, 2000 to extend the security of the Debenture to the Mortgaged Lands, as additional security for the payment by the Mortgagor to the Mortgagee of the Obligations;

NOW THEREFORE the Mortgagor, being registered as owner of the Mortgaged Lands and Facilities and as security for payment of the Obligations and for the due performance and observance of the obligations of the Mortgagor herein contained and referred to, covenants with the Mortgagee, as follows:

a) that it will pay to the Mortgagee ON DEMAND the Principal Sum of Two Billion (**$2,000,000,000.00**) Dollars of lawful money of Canada in accordance with the Debenture and with the Credit Agreement;

b) that it will pay to the Mortgagee ON DEMAND, interest on the said Principal Sum or so much thereof as shall from time to time remain unpaid, at the rate of interest of 21% per annum in accordance with the Debenture and with the Credit Agreement;

c) that it will pay to the Mortgagee all other monies payable under the provisions of this Mortgage and under the provisions of the Debenture and the Credit Agreement;

d) that this Mortgage secures the Obligations (including, without limitation, a revolving line of credit) up to the Principal Sum referred to above, in accordance with section 27 of The Land Titles Act, 2000, as amended from time to time;

e) where this Mortgage secures a revolving line of credit it is acknowledged and agreed that the Mortgage shall be a continuing security for the repayment of all amounts advanced on the credit whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again; and

f) that the Mortgaged Land shall remain free and clear of all encumbrances, liens, mortgages, charges, security interests, and other financing agreements of any kind subordinate to this Mortgage, except those approved in writing by the Mortgagee.

THE PAYMENT of any principal, interest or other monies to the Mortgagee in accordance with the Debenture shall be treated as payment of the like amount of principal, interest or other monies respectively payable under this Mortgage.

THIS MORTGAGE is executed and delivered as additional security for the Obligations and is to be held by the Mortgagee as continuing security for the benefit of the Mortgagee.

IT IS hereby expressly provided, declared and agreed that nothing herein contained shall in any way diminish or affect any lien or security created by the Debenture or any other security now or hereafter held by the Mortgagee and the giving and taking of this Mortgage shall in no way merge or affect any other security, including but not limited to promissory notes, that may have been, or that may be given in respect of the Obligations or impair or affect any such security or securities or any remedy thereon, and all rights or remedies which the Mortgagee now has or may have against the Mortgagor or any person or persons are hereby reserved. The taking of any action or proceedings or refraining from so doing, or any other dealing with any other security for the Obligations shall not release or affect this Mortgage and the taking of any proceedings under this Mortgage shall not release or affect any other security held by the Mortgagee for the Obligations.

THE MORTGAGOR further covenants and agrees with the Mortgagee as follows:

a) that it will duly perform and observe all covenants on the part of the Mortgagor contained in the Debenture;

b) that it has the right to mortgage the Mortgaged Lands;

c) that on default, the Mortgagee shall have quiet possession of the Mortgaged Lands;

d) that it will execute such further assurances of the Mortgaged Lands as may be required by the Mortgagee from time to time;

e) that it has done no act to encumber the Mortgaged Lands except as permitted by the Mortgagee;

f) that it will pay when and as the same fall due all real property taxes which are now or may hereafter be levied or charged against the Mortgaged Lands;

g) that it will maintain insurance coverage on the Mortgaged Lands and the Facilities, including but not limited to fire insurance, and pay all premiums related thereto when and as the same fall due;

h) that it will repay the Mortgagee for any and all sums which the Mortgagee may advance from time to time, expend, incur or charge to the Mortgagor's account for the purpose of obtaining, maintaining and preserving the Mortgagee's security, including but not limited to real property taxes and insurance premiums and that any such amounts advanced shall be added to the amount payable hereunder and shall be secured by the Mortgage; and

i) that it will repay the Mortgagee for all costs of collection and enforcement of this Mortgage which the Mortgagee may pay, incur or charge to the Mortgagor's account from time to time, including legal costs on a solicitor – client basis and that any such costs paid by the Mortgagee shall be added to the amount payable hereunder and shall be secured by the Mortgage.

THE MORTGAGOR further covenants and agrees with the Mortgagee as follows:

a) that The Land Contracts (Actions) Act, 2018 of the Province of Saskatchewan shall have no application to any action as defined in The Land Contracts (Actions) Act, 2018 with respect to this Mortgage or to the Debenture or to the Mortgaged Lands;

b) that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application:

   i) to this Mortgage or to the Debenture; or

   ii) to any agreement or instrument renewing or extending or collateral to this Mortgage or to the Debenture; or

   iii) to the rights, powers or remedies of the Mortgagee under this Mortgage or under the Debenture.

AND for the better securing of the Mortgagee and of the repayment in the manner aforesaid of the Obligations, the Mortgagor doth hereby mortgage to the Mortgagee all its estate and interest in the Mortgaged Lands.

THIS Mortgage shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

THE address of the Mortgagee is GWO – Loan Operation, 6th Floor, 150 King Street West, Toronto, Ontario M5H 1J9.

THIS Mortgage shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF MONETTE FARMS LTD., as Mortgagor, has hereunto affixed its corporate seal duly attested to by the hands of its proper officers in that behalf this • day of •, 20•.

MONETTE FARMS LTD.

PER: _____

(seal) TITLE:

PER: _____

TITLE:

SCHEDULE “1”
DEBENTURE

SCHEDULE H-5

MONETTE FARMS LTD.

GUARANTEE

MADE AS OF •, 20•

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MONETTE FARMS LTD.

GUARANTEE

THIS GUARANTEE is made as of •, 20•

WHEREAS each of the Loan Parties is an Affiliate of the Guarantor;

AND WHEREAS the Guarantor has agreed to provide a guarantee with respect to the Credit Facilities provided by the Lenders pursuant to the Credit Agreement and with respect to the Lender Financial Instrument Obligations and the Bank Product Obligations;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of Cdn. $10.00 now paid by the Beneficiaries to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Guarantor hereby covenants and agrees with the Beneficiaries as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

(a) In this Guarantee and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "**Beneficiary**" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Beneficiaries' Counsel**" means Dentons Canada LLP or such other firm of lawyers as may be selected by the Beneficiaries from time to time.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024, between the Guarantor, Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, The Bank of Nova Scotia and such other financial institutions as are or may become parties thereto, as lenders, and The Bank of Nova Scotia as agent of such lenders, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Default Rate**" means a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under

the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum.

"**Documents**" means, collectively, the Documents as defined in the Credit Agreement together with any and all Lender Financial Instruments.

"**Excluded Swap Obligations**" means, with respect to the Guarantor, any Swap Obligation if (and only if), and to the extent that, all or a portion of this Guarantee, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Guarantee**" means this guarantee, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Guarantor**" means Monette Farms Ltd. and its successors and permitted assigns.

"**Loan Parties**" means, collectively, Darrel Noel Monette, Monette Farm Family Trust and the Loan Parties (as such term is defined in the Credit Agreement), excluding the Guarantor, and "Loan Party" means any one of them.

"**Obligations**" means, collectively and at any time and from time to time, except for Excluded Swap Obligations, all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Loan Parties to any of the Beneficiaries or to all of them including, without limitation, (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and other Documents and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Loan Parties under the Credit Agreement and other Documents, (ii) all Bank Product Obligations of the Loan Parties of or owing by the Loan Parties to any and all Lenders and Bank Product Affiliates and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Loan Parties to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, the Guarantor and each Loan Party (that provides a guarantee to the Beneficiaries) and that has total assets exceeding U.S. $10,000,000 at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

(b) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement (except, for certainty, the term "Loan Parties" which shall have the meaning described herein). For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantee. The terms "this Guarantee", "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

1.3 Number; persons; including

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, limited and unlimited liability companies, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 *Interest Act* (Canada)

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.5 Nominal Rates

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Guarantee; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after demand, default and judgment. The rates of interest specified in this Guarantee are intended to be nominal rates and not effective rates and any interest calculated

hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

ARTICLE 2
GUARANTEE

2.1 Guarantee of Obligations

The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiaries the payment and performance of all of the Obligations, together with interest thereon as provided in Section 5.4.

2.2 Indemnity

If any or all of the Obligations are not duly paid or performed by the Loan Parties and are not recoverable under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Beneficiaries from and against all losses resulting from the failure of the Loan Parties to pay and perform such Obligations.

2.3 Guarantor as Principal Obligor

If any or all of the Obligations are not duly paid or performed by the Loan Parties after demand therefor and are not recoverable under Section 2.1 or the Beneficiaries are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations shall, as a separate and distinct obligation, be recoverable by the Beneficiaries from the Guarantor as the primary obligor and principal debtor in respect thereof and shall be paid to the Beneficiaries forthwith after demand therefore as provided herein.

2.4 Guarantee Absolute and Unconditional

The liability and obligations of the Guarantor hereunder shall be continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by, and the Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the Obligations, covenants or undertakings of the Loan Parties under the Documents;

(b) any modification or amendment of or supplement to the Obligations;

(c) any loss of or in respect of any security held by the Beneficiaries, whether occasioned by the fault of the Beneficiaries or otherwise, including any release, non-perfection or invalidity of any such security;

(d) any change in the existence, structure, constitution, name, control or ownership of a Loan Party or any other person, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Loan Parties or any other person or their respective assets;

(e) the existence of any set-off, counterclaim, claim or other right which the Guarantor or the Loan Parties may have at any time against the Beneficiaries or any other person, whether in connection with the Credit Agreement, this Guarantee or any unrelated transaction;

(f) any provision of applicable law purporting to prohibit or limit the payment by the Loan Parties of any Obligation, and the foregoing is hereby waived by the Guarantor to the extent permitted under applicable law;

(g) any limitation, postponement, prohibition, subordination or other restriction on the right of a Beneficiary to payment of the Obligations;

(h) any release, substitution or addition of any other guarantor of the Obligations;

(i) any defence arising by reason of any failure of any Beneficiary to make any presentment, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non-payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations;

(j) any defence arising by reason of any failure of a Beneficiary to proceed against any of the Loan Parties or any other person, or to apply or exhaust any security held from any of the Loan Parties or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Beneficiaries;

(k) any defence arising by reason of the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any security or guarantee in support thereof, or by reason of any incapacity, lack of authority, or other defence of any of the Loan Parties or any other person, or by reason of any limitation, postponement or prohibition on a Beneficiary's rights to payment, or the cessation from any cause whatsoever of the liability of any of the Loan Parties or any other person with respect to all or any part of the Obligations (other than irrevocable payment to the Beneficiaries in full, in cash, of the Obligations), or by reason of any act or omission of the Beneficiaries or others which directly or indirectly results in the discharge or release of any of the Loan Parties or any other person or of all or any part of the Obligations or any security or guarantee therefor, whether by contract, operation of law or otherwise;

(l) any defence arising by reason of the failure by a Beneficiary to obtain, register, perfect or maintain a Security Interest in or upon any property of any of the Loan Parties or any other person, or by reason of any interest of the Beneficiaries in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral;

(m) any defence arising by reason of the failure of the Beneficiaries to marshal assets;

(n) to the extent permitted under applicable law, any defence based upon any failure of the Beneficiaries to give to any of the Loan Parties or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(o) any defence based upon or arising out of any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any of the Loan Parties or any other person, including any discharge or bar against collection of any of the Obligations; or

(p) any other law, event or circumstance or any other act or failure to act or delay of any kind by the Loan Parties, the Beneficiaries or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the Beneficiaries is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Loan Parties for reimbursement, the Guarantor's right to recover contribution from any other guarantor or any other right or remedy of the Guarantor.

ARTICLE 3
DEALINGS WITH THE LOAN PARTIES AND OTHERS

3.1 No Release

The Beneficiaries may, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability and obligations hereunder:

(a) grant time, renewals, extensions, indulgences, releases and discharges to the Loan Parties or any other guarantor or endorser;

(b) take or abstain from taking security or collateral from the Loan Parties or any other guarantor or endorser or from perfecting security or collateral of the Loan Parties or any other guarantor or endorser;

(c) accept compromises from the Loan Parties or any other guarantor or endorser;

(d) subject to the Documents, apply all money at any time received from a Loan Party or any of them or from security upon such part of the Obligations as the Beneficiaries may see fit or change any such application in whole or in part from time to time as the Beneficiaries may see fit; or

(e) otherwise deal with the Loan Parties and all other persons and security as the Beneficiaries may see fit.

3.2 No Exhaustion of Remedies

The Beneficiaries shall not be bound or obligated to exhaust their recourse against any of the Loan Parties or any other person or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 5) before the Beneficiaries shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

3.3 Evidence of Obligations

Any account settled or stated in writing by or between a Beneficiary or the Beneficiaries, as the case may be, and the Loan Parties shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

3.4 No Set-off

In any claim by the Beneficiaries against the Guarantor hereunder, the Guarantor shall not claim or assert any set-off, counterclaim, claim or other right that the Loan Parties or the Guarantor may have against one or more of the Beneficiaries.

ARTICLE 4
CONTINUING GUARANTEE

4.1 Continuing Guarantee

This Guarantee shall be a continuing guarantee and shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by any Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), all as though such payment had not been made.

4.2 Revival of Indebtedness

If at any time, all or any part of any payment previously received by a Beneficiary and applied to any Obligation must be rescinded or returned by the Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), such Obligation shall, for the purpose of this Guarantee, to the extent that such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Beneficiary, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Beneficiary had not been made.

ARTICLE 5
DEMAND FOR PAYMENT, EXPENSES AND INTEREST

5.1 Demand for Payment

The Beneficiaries shall be entitled to make demand upon the Guarantor at any time during the continuance of an Event of Default and upon any such demand the Beneficiaries may treat all Obligations as due and payable and may forthwith collect from the Guarantor all Obligations. The Guarantor shall make payment to or performance in favour of the Beneficiaries of all Obligations forthwith after demand therefor is made upon the Guarantor by the Beneficiaries as aforesaid.

5.2 Stay of Acceleration

If acceleration of the time for payment of any amount payable by any of the Loan Parties in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of any of the Loan Parties or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiaries.

5.3 Expenses

The Guarantor shall pay to the Beneficiaries all reasonable out of pocket costs and expenses as provided in Section 14.1 of the Credit Agreement.

5.4 Interest

Any payment obligation comprised in the Obligations guaranteed hereunder which is not paid when due hereunder shall bear interest, to the extent not already included in the Obligations, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment at the rate or rates provided in the relevant Document for such Obligations or, in the event no such rate is provided for therein, at a rate per annum that is equal to the Default Rate. Any other amounts payable pursuant hereto, including pursuant to Section 5.3, which are not paid when due hereunder shall bear interest, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment or reimbursement thereof by the Guarantor at a rate per annum that is equal to the Default Rate. All such interest shall accrue daily and shall be payable by the Guarantor on demand by the Beneficiaries.

ARTICLE 6
SUBROGATION

6.1 Subrogation

(a) Until all the Obligations have been irrevocably paid in full in cash, the Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by applicable law, any right to enforce any remedy which the Beneficiaries now have or may hereafter have against the Loan Parties in respect of the Obligations, and until such time the Guarantor waives any

benefit of, and any right to participate in, any security, now or hereafter held by the Beneficiaries for the Obligations.

(b) If (i) the Guarantor performs or makes payment to the Beneficiaries of all amounts owing by the Guarantor under this Guarantee, and (ii) the Obligations are performed and irrevocably paid in full then the Beneficiaries will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of the Beneficiaries' interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; COVENANTS

7.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Beneficiaries and acknowledges and confirms that each of the Beneficiaries is relying upon such representations and warranties:

(a) Status and Authority

It is a corporation existing under the laws of Saskatchewan, is validly existing under those laws and is registered to carry on business in all jurisdictions in which the failure to be so registered would reasonably be expected to have a Material Adverse Effect and has all corporate authority, capacity and powers and all material Governmental Authorizations required to carry on its business as now conducted.

(b) Valid Authorization

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which it is a party (i) is within the Guarantor's corporate authority, capacity and power, (ii) has been duly authorized by all necessary corporate and other action and such authorizations remain in full force and effect, (iii) requires no Governmental Authorization or action by or in respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under its constating documents, any provision of applicable law by which it is bound or to which any of its assets are subject, or cause a limitation on its powers (or, to the extent applicable, the powers of its directors) to be exceeded, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of its Affiliates (other than, in the case of (iii) and (iv) above, pursuant to the Security).

(c) Enforceability of Documents

This Guarantee and each of the other Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor,

enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(d) Eligible Contract Participant

It is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

7.2 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.

7.3 Nature of Representations and Warranties

The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigations or examinations which may be made by the Beneficiaries or Beneficiaries' Counsel. Such representations and warranties shall survive until this Guarantee has been terminated.

7.4 Keepwell

To the extent the Guarantor is a Qualified ECP Guarantor, it hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Loan Party (that provides a guarantee to the Beneficiaries) to honour all of its obligations under its Guarantee in respect of Swap Obligations (provided, however, that the Guarantor shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section, or otherwise under this Guarantee, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Guarantor under this Section shall remain in full force and effect until discharged in accordance with the provisions of this Guarantee. The Guarantor intends that this Section constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Loan Party (that provides a guarantee to the Beneficiaries) for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE 8
SUBORDINATION AND POSTPONEMENT

8.1 Postponement

All debts and liabilities, present and future, of the Loan Parties to the Guarantor are hereby assigned to the Agent and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Agent and, upon the occurrence and during the continuance of an Event of Default, forthwith upon receipt will be paid over to the Beneficiaries, the whole without in any way lessening or limiting the

liability of the Guarantor hereunder and this assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

ARTICLE 9
GENERAL

9.1 Waiver of Notices

The Guarantor hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to this Guarantee and the obligations guaranteed hereunder, except for the demand pursuant to Section 5.1.

9.2 Benefit of the Guarantee

This Guarantee shall enure to the benefit of the respective successors and permitted assigns of the Beneficiaries and be binding upon the successors of the Guarantor.

9.3 Foreign Currency Obligations

The Guarantor shall make payment relative to each Obligation in the currency (the "**original currency**") in which the Loan Parties are required to pay such Obligation. If the Guarantor makes payment relative to any Obligation to the Beneficiaries in a currency (the "**other currency**") other than the original currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the original currency which the Beneficiaries are able to purchase with the amount of other currency they receive on the date of receipt in accordance with normal practice. If the amount of the original currency which the Beneficiaries are able to purchase is less than the amount of such currency originally due in respect of the relevant Obligation, the Guarantor shall indemnify and save the Beneficiaries harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Guarantee, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Beneficiaries and shall continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order. A certificate of a Beneficiary as to any such loss or damage shall constitute *prima facie* evidence thereof, in the absence of manifest error.

9.4 Taxes and Set-off by Guarantor

All payments by the Guarantor under this Guarantee, whether in respect of principal, interest, interest on overdue and unpaid interest, fees or any other Obligations, shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the Guarantor is prohibited by applicable laws from doing so, in which event the Guarantor shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) forthwith pay to the Beneficiaries such additional amount so that the net amount received by the Beneficiaries will equal the full amount which would have been received by it had no such deduction or withholding been made;

(c) pay to the relevant taxation or other authorities, within the period for payment required by applicable laws, the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to this Section); and

(d) furnish to the Beneficiaries promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid.

9.5 No Waiver; Remedies

No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.7 Amendments and Waivers

Any provision of this Guarantee may be amended, waived or a consent given in respect thereof with the concurrence of the Guarantor and the Agent on behalf of the Beneficiaries. Any waiver and any consent by the Agent on behalf of the Beneficiaries under any provision of this Guarantee must be in writing signed by the Agent and may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.8 Additional Security

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees) now or hereafter held by the Beneficiaries and any other rights or remedies they might have.

9.9 Notices

Any demand, notice or other communication (hereinafter in this Section referred to as a "**Communication**") to be given in connection with this Guarantee shall be given in

writing and may be given by personal delivery, telecopier or other electronic means or by registered mail addressed to the recipient as follows:

To the Agent on behalf of the Beneficiaries as follows:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

To the Guarantor:

Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile: (306) 627-3793

or such other address or telecopy number as may be designated by notice by any party to the other. Any Communication given by personal delivery or telecopier or other electronic means shall be conclusively deemed to have been given on the day of actual delivery or transmittal thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery, telecopier or other electronic means.

9.10 Assignment

The rights of the Beneficiaries under this Guarantee may be assigned by the Beneficiaries in accordance with the provisions of the Credit Agreement and without the consent of the Loan Parties or the Guarantor during the continuance of an Event of Default and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee.

9.11 Time of Essence

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Beneficiaries.

9.12 Financial Condition of the Loan Parties

The Guarantor is fully aware of the financial condition of each of the Loan Parties and acknowledges that it shall receive a benefit from each Loan Party entering into the Documents to which each such Loan Party is a party. The Guarantor assumes all

responsibility for being and keeping itself informed of the Loan Parties' financial condition and assets, and of all other circumstances bearing upon the risk of non-payment or non-performance of the Obligations and the nature, scope and extent of the risks which the Guarantor assumes and incurs hereunder, and agrees that the Beneficiaries shall not have a duty to advise the Guarantor of information known to any of them regarding such circumstances or risks.

9.13 Acknowledgement of Documentation

The Guarantor hereby acknowledges receipt of a true and complete copy of the other Documents and all of the terms and conditions thereof.

9.14 Entire Agreement

This Guarantee and the other Documents constitute the entire agreement between the Beneficiaries and the Guarantor with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein or therein.

9.15 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.16 Attornment

The Guarantor and each of the Beneficiaries hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to this Guarantee. For the purpose of all such legal proceedings, the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Guarantee. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of the Guarantor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first written above.

MONETTE FARMS LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title

SCHEDULE H-6

After recording, return to:
Alan C. Bryan
Crowley Fleck PLLP
490 North 31st Street
Billings, Montana 59101

MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING is given this ___ day of _____, 20___, by Monette Farms USA, Inc., a Montana corporation, with mailing address at _____ ("Mortgagor"), in favor of The Bank of Nova Scotia, for its benefit and the benefit of the other Secured Parties (as defined below), with mailing address at 6th Floor, 150 King Street West, Toronto, Ontario M5H 1J9 ("Mortgagee").

RECITALS

A. Mortgagor, Monette Farms Ltd., a corporation existing under the laws of the Province of Saskatchewan, and Darrel Noel Monette, an individual domiciled in the Province of Saskatchewan (collectively, "Borrowers"), as borrowers, The Bank of Nova Scotia and the other lenders party thereto from time to time ("Lenders"), as lenders, and Mortgagee, as administrative agent for the Lenders, entered into that certain fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "Credit Agreement"), pursuant to which, upon the terms and conditions stated therein, the Lenders agreed to make certain loans and other extensions of credit to the Borrowers.

B. Mortgagor, as guarantor, executed and delivered to Mortgagee and certain other parties identified therein as Beneficiaries, as beneficiaries, that certain Guarantee made as of December 5, 2018 (the "Guarantee") pursuant to which Mortgagor has guaranteed the Obligations of the Loan Parties, including without limitation (except for Excluded Swap Obligations), all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Loan Parties to any of the Beneficiaries or to all of them including: (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to Mortgagee and the Lenders under, pursuant or relating to the Credit Agreement and the other Documents and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Loan Parties under the Credit Agreement and the other Documents, (ii) all Bank Product Obligations of the Loan Parties

of or owing by the Loan Parties to any and all Lenders and Bank Product Affiliates and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Loan Parties to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again. Capitalized terms used in this Recital that are not otherwise defined in this Mortgage have the meaning ascribed to each in the Guarantee or the Credit Agreement, as applicable.

C. As a condition of the Lenders and the other Beneficiaries, including affiliates of the Lenders who enter in to hedging arrangements and cash management arrangements with Mortgagor and the other Loan Parties (collectively, the "Secured Parties") extending credit to the Borrowers pursuant to the Credit Agreement, Mortgagor must execute and deliver this Mortgage in favor of Mortgagee for its benefit and the benefit of the Secured Parties.

WHEREFORE, Mortgagor hereby irrevocably mortgages to Mortgagee, its successors and assigns, for its benefit and the benefit of the other Secured Parties, the following properties (collectively, the "Mortgaged Property"):

A. **REAL PROPERTY**: The following described real property in **[●]**, Montana:

See Exhibit A attached hereto

together with all buildings, fixtures and improvements, all tenements, hereditaments, privileges, appurtenances, easements, privileges, rights, including private roads and all easements and rights of access, now or hereafter belonging to or used in connection with the above described property, all minerals and mineral rights, all water and water rights, including but not limited to all shares of stock and other rights in any ditch or canal company or water users association, all ditches or other conduits, and all other rights thereunto belonging or in anywise appertaining, and all wells, tanks, dams, reservoirs, dikes, embankments and other water development, storage or conservation facilities and structures; and

B. **PERSONAL PROPERTY**: All personal property in which Mortgagor has an interest, now or hereafter acquired, and wherever located, tangible or intangible, including but not limited to, all present and hereafter existing or acquired goods, equipment, inventory, farm products, crops, deposit accounts, certificates of deposit, inventory, chattel paper, letter of credit rights (whether the letter of credit is evidenced in writing), money, instruments, investment property, documents, software, records, accounts, fixtures, as-extracted collateral, commercial tort claims, insurance and insurance claims, payment intangibles and general intangibles (all as defined in the Montana Uniform Commercial Code (the "UCC")) and all attachments, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described herein; all products and proceeds of any of the property described herein; all accounts, contract rights, general intangibles, instruments, rents, monies, payments, and all other rights arising out of a sale, lease, or other disposition of any of the property described herein; all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described herein; and all records and data relating to any of the property described herein, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Mortgagor's right,

title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media; and

C. **RENTS, LEASES, PERMITS AND PROFITS**: All now owned or hereafter acquired right, title, and interest of Mortgagor in and under all leases, permits, licenses and privileges covering property used and operated in conjunction with the lands hereinabove described, including but not limited to the following, and any and all additional lands that may be added to the following (herein referred to as the "Leases"):

See Exhibit B attached hereto

Together with all renewals and replacements thereof, and all right, title, interest, claim or demand in and to all buildings, structures, fences, pumps, pumping equipment, pipes, pipe lines, wells, tanks, dams, reservoirs and other improvements and fixtures of every nature and description now or hereafter located on the lands covered by the Leases, or any part thereof, and all water and water rights located thereon or appurtenant thereto, and all rents, issues, royalties and profits now due or which may hereafter become due under or by virtue of any of the Leases; and

D. **JUDGMENTS AND AWARDS**: All awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Mortgaged Property for any taking or damaging by eminent domain, either permanent or temporary, of all or any part of the Mortgaged Property or any easement or appurtenances thereof;

E. **BUILDING MATERIALS**: All materials intended for construction, reconstruction, alteration or repairs of improvements now or hereafter erected on the Mortgaged Property, all of which materials shall be deemed to be included within the described Mortgaged Property immediately upon the delivery thereof to the Mortgaged Property; and

F. **AFTER-ACQUIRED PROPERTY**: All right, title and interest hereafter acquired in or to any of the property, real or personal, described above, hereby also releasing, relinquishing and waiving all exemptions, rights of a surviving spouse and homestead rights, in or to said property, vested or inchoate.

FOR THE PURPOSE OF SECURING:

(a) The foregoing conveyance and all grants, security interests, and assignments herein are made to secure and enforce payment and performance of all indebtedness, obligations, liabilities and undertakings of any kind or description, whether now in existence or hereafter arising, whether by acceleration or otherwise of Mortgagor to Mortgagee and any of the other Secured Parties including, without limitation, each of the following (herein collectively called the "Indebtedness"):

(i) All indebtedness, obligations, liabilities and undertakings of any kind or description, whether now in existence or hereafter arising, whether by acceleration or otherwise, under, arising out of or in connection with the Credit Agreement (including, without limitation,

the Outstanding Principal (as defined in the Credit Agreement) and all interest, commissions, reasonable legal fees and other costs, charges and expenses payable under the Credit Agreement, Bank Product Obligations and Lender Financial Instrument Obligations (as each is defined in the Credit Agreement));

(ii) All of Mortgagor's payment, performance, indemnification, contractual, and other duties and obligations under and pursuant to the Guarantee, including, without limitation, all of the Obligations (as defined in the Guarantee);

(iii) Any and all present or future indebtedness, obligations and liabilities of Mortgagor incurred under, arising out of or in connection with the Credit Agreement, the Guarantee, and the other Documents (as defined in the Credit Agreement) (collectively, the "Loan Documents"), bearing interest at the rates (including variable rates as applicable) as therein provided and any and all renewals and extensions, in whole or in part, amendments, modifications (including increases, if any) and rearrangements of such indebtedness, obligations and liabilities;

(iv) Without limiting the generality of the foregoing, any and all present or future indebtedness, obligations and liabilities of Mortgagor (as principal obligor or as guarantor) incurred under, arising out of, in connection with, secured by, or evidenced by: (i) that certain Capital Facility (as defined in the Credit Agreement), however evidenced, bearing interest as provided in the Credit Agreement; and (ii) that certain Operating Facility (as defined in the Credit Agreement), however evidenced, bearing interest as provided in the Credit Agreement (all of the foregoing is subject to, in all cases, the terms and conditions of the Credit Agreement).

(v) Any and all present or future indebtedness, obligations and liabilities of Mortgagor incurred under, arising out of or in connection with the Loan Documents.

(vi) Any and all renewals, modifications, substitutions, rearrangements or extensions of any of the foregoing, in whole or in part.

(b) The Indebtedness secured by this Mortgage (exclusive of interest and the costs, expenses and all other obligations of Mortgagor to Mortgagee which are not required to be stated as part of the total principal amount of Indebtedness secured) shall not exceed at any one time the total principal amount of Cdn.$2,000,000,000 (or in the Equivalent Amount thereof), which, subject to the terms and conditions of the Loan Documents, shall also be deemed the stated principal amount of this Mortgage, provided that nothing in this Mortgage shall obligate Mortgagee or the Secured Parties to make advances or enter into transactions beyond that provided in the Loan Documents. "Equivalent Amount" means, on any date, the equivalent amount in Canadian Dollars or United States Dollars, as the case may be, after giving effect to a conversion of a specified amount of United States Dollars to Canadian Dollars or of Canadian Dollars to United States Dollars, as the case may be, at the rate of exchange for Canadian interbank transactions established by the Bank of Canada and quoted at approximately the end of business (Toronto time) for the day in question or, if such determination is required to made prior to such time, as quoted at approximately the end of business (Toronto time) on the Banking Day (as defined in the Credit Agreement) immediately preceding the date of determination, or, if

such rate is for any reason unavailable, at the spot rate quoted for wholesale transactions by Mortgagee at approximately noon (Toronto time) on that date in accordance with its normal practice.

REPRESENTATIONS AND WARRANTIES: In addition to Mortgagor's representations and warranties under Article 9 of the Credit Agreement and in any other Loan Document, and not in substitution thereof, or otherwise diminishing the representations and warranties contained therein, Mortgagor represents and warrants to Mortgagee, for its benefit and the benefit of the Secured Parties, as follows:

(a) Mortgagor is the lawful owner of and has good and marketable title to the Mortgaged Property; Mortgagor has good right and lawful authority to grant, bargain, sell, convey, warrant, mortgage, assign and pledge the same as provided herein; and the Mortgaged Property are free and clear of all mortgages, liens, pledges, charges and encumbrances, excepting only Permitted Encumbrances (as defined in the Credit Agreement) and those encumbrances identified in that certain ALTA Commitment for Title Insurance issued by First American Title Insurance Company, Commitment No. **[●]**, having a Commitment Date of **[●]** at 7:00 a.m., Schedule B, Part II, exceptions 1 through 42. Mortgagor warrants and will defend the title to the Mortgaged Property against all claims and demands whatsoever not specifically excepted herein.

(b) There is no provision in any indenture, contract or agreement to which Mortgagor is a party or by which it is bound or in any order of any court or administrative agency to which Mortgagor is subject, which prohibits the execution and delivery by Mortgagor of this Mortgage, or of the Loan Documents, or the performance or observance by Mortgagor of any of the terms or conditions of this Mortgage or of the Loan Documents.

(c) The Loan Documents to which Mortgagor is a signatory and this Mortgage have been validly executed and delivered and are valid and enforceable obligations of Mortgagor in accordance with their terms.

(d) There are no actions, suits, or proceedings pending or, to the knowledge of Mortgagor, threatened against Mortgagor, or the Mortgaged Property in any court or before any foreign, federal, state, municipal or other governmental agency, which, if decided adversely to Mortgagor would have a materially adverse effect upon Mortgagor or upon the Mortgaged Property, and Mortgagor is not in default with respect to any order of any court or governmental agency.

(e) Mortgagor is not in default in the payment of the principal of or interest on any indebtedness for borrowed money and is not in default under any instrument or agreement under and subject to which any indebtedness for borrowed money has been issued, and no event has occurred under the provisions of any such instrument or agreement which with or without the lapse of time or the giving of notice, or both, constitutes or would constitute an event of default thereunder.

(f) The proceeds of the credit facilities under the Loan Documents are not to be used primarily for personal, household, or family purposes; but are to be used primarily for business

purposes, including, without limitation, those purposes identified in Section 2.3 of the Credit Agreement. This representation is made fully understanding that no disclosures are required under the Federal Truth in Lending Act for business or commercial purposes nor are the notice or disclosure provisions of the Federal Fair Credit Reporting Act applicable to loans or credit unless obtained for personal, family or household purposes.

TO PROTECT THE SECURITY OF THIS MORTGAGE, AND FOR OTHER PURPOSES, IT IS AGREED:

1. **PAYMENT OF INDEBTEDNESS**. Mortgagor agrees to pay promptly when due the principal of and interest on the Indebtedness and other obligations secured hereby, including any future advances, and to pay prepayment and late charges as provided in the Loan Documents, and to perform each and every agreement and covenant contained in the Loan Documents and Indebtedness secured hereby.

2. **ESCROWS**. If requested by Mortgagee, Mortgagor agrees to pay to Mortgagee, in addition to any other payments secured hereby, on dates specified by Mortgagee, an amount estimated by Mortgagee to be sufficient to pay, as they become due, all taxes, assessments, water charges and other charges upon the Mortgaged Property and all insurance premiums on policies of insurance required hereunder. Such amounts shall be held by Mortgagee without interest and applied to the payment of such taxes, assessments, insurance premiums and other charges, provided that, upon any default hereunder, Mortgagee may, at Mortgagee's option, apply any amounts held pursuant to this paragraph to the Indebtedness secured hereby. If the actual payment for any of the items enumerated above exceeds the amounts held by Mortgagee therefor, Mortgagor shall, without demand, immediately pay to Mortgagee the amount of such deficiency. If Mortgagee does not elect the manner of payment provided in this paragraph, Mortgagor shall make such payments directly and provide to Mortgagee satisfactory evidence of such payments. Mortgagor hereby waives the limitations imposed by MCA § 71-1-113, and Mortgagor and Mortgagee agree, in accordance with MCA § 71-1-114, that funds on reserve hereunder for the payment of taxes, assessments, insurance premiums and other changes may exceed 110% of the reasonable amount needed to pay such expenses.

3. **PAYMENT OF IMPOSITIONS**. Mortgagor shall pay when due and before any penalty all taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever assessed or charged against or constituting a lien on the Mortgaged Property or any interest therein, or the indebtedness secured hereby ("Impositions"); and will upon demand furnish to Mortgagee proof of the payment of any such Impositions. In the event of a court decree or an enactment after the date hereof by any legislative authority of any law imposing upon a Mortgagee under a mortgage the payment of the whole or any part of the Impositions herein required to be paid by Mortgagor; or changing in any way the laws relating to the taxation of debts secured by mortgages or a mortgagee's interest in Mortgaged Property conveyed as security, so as to impose such Imposition on Mortgagee, then, in any such event, Mortgagor shall bear and pay the full amount of such Imposition, provided that if for any reason payment by Mortgagor of any such Imposition would be unlawful, or if the payment thereof would constitute usury or render the indebtedness secured hereby wholly or partially usurious, Mortgagee, at its option, may declare the whole sum secured by this Mortgage

with interest thereon to be immediately due and payable, without prepayment premium, or Mortgagee at its option, may pay that amount or portion of such Imposition as renders the indebtedness secured hereby unlawful or usurious, in which event Mortgagor shall concurrently pay the remaining lawful and non-usurious portion or balance of said Imposition.

4. **INSURANCE**. Mortgagor shall obtain and maintain, in full force and effect with financially sound and reputable insurers, insurance with respect to the Mortgaged Property and Mortgagor's business and against such casualties and contingencies and in such types and such amounts as shall be in accordance with customary business practices for corporations of the size and type of business and operations as Mortgagor (including, for certainty, crop insurance, revenue insurance, gross margin insurance, all-risk property insurance, comprehensive general liability insurance and business interruption insurance) to the extent such insurance is available on reasonable commercial terms, as required by the Credit Agreement. Each policy shall provide that the insurer will not cancel, refuse to renew, or materially modify such policy without giving at least thirty (30) days advance written notice to Mortgagee.

5. **LIENS**. In addition to Mortgagor's obligations under Article 10 of the Credit Agreement, and not in substitution thereof, or otherwise diminishing the obligations contained therein, and with the exception of Permitted Encumbrances, Mortgagor shall keep the Mortgaged Property free from statutory liens of every kind (including, without limitation, state and federal tax liens, liens for salaries and wage, farm laborer's liens, construction liens, loggers' liens, crop liens for seed or grain and liens for hail insurance, thresher's liens, fertilizer and pesticide liens, labor and material liens on oil and gas wells and pipelines, agisters' liens and liens for services), and shall pay promptly and discharge all encumbrances, charges and liens on the Mortgaged Property whether inferior or superior to the lien of this Mortgage. With the exception of Permitted Encumbrances, Mortgagor shall keep and maintain the Mortgaged Property free from the claims of all persons supplying labor, materials, seed or grain (or funds for the purchase of seed or grain), hail insurance, threshing or swathing services, fertilizer or pesticide, or reproductive technology services.

6. **CONTEST OF LIENS AND IMPOSITIONS**. Subject to the terms and conditions of the Loan Documents, which shall control any inconsistency between the Loan Documents and this provision, Mortgagor shall not be in default hereunder in respect to the payment of any taxes, payments in lieu of taxes, assessments, levies or other charges which Mortgagor shall be required by any provision hereof to pay so long as: (a) such matters constitute a Permitted Contest (as defined in the Credit Agreement), and (b) Mortgagor shall first notify Mortgagee in writing at least thirty (30) days prior to the due date thereof of Mortgagor's intention to contest such payment and shall thereafter, in good faith and with all possible promptness, contest such payment as a Permitted Contest; provided, however, that in addition to any such applicable requirements of the Credit Agreement: (x) Mortgagor shall furnish to Mortgagee, prior to commencing any such protest or other contest, cash or other security satisfactory to Mortgagee to indemnify Mortgagee and the other Secured Parties against any loss or liability by reason of any such protest or other contest and to pay any such taxes, assessments, levies or other charges, together with interest and penalty thereon, if any, if said contest should fail, and (y) upon a final adjudication of any such protest or other contest, and in any event prior to the date on which the interest of Mortgagee in the Mortgaged Property will forfeit by reason

of the nonpayment of any such taxes, special assessments, levies or other charges, Mortgagor shall pay the amount thereof then due. Mortgagee may, at its option, make such payment from the security deposited by Mortgagor.

7. **MAINTENANCE AND PRESERVATION OF MORTGAGED PROPERTY**. In addition to Mortgagor's obligations under Article 10 of the Credit Agreement, and not in substitution thereof, or otherwise diminishing the obligations contained therein, Mortgagor covenants and agrees as follows: (a) Mortgagor shall keep and maintain the Mortgaged Property in good condition, repair and operating condition free from any waste or misuse, and to comply with all requirements of law, municipal ordinances, regulations, restrictions, and covenants affecting the Mortgaged Property and their use, and will promptly repair or restore any buildings, improvements or structures now or hereafter on the Mortgaged Property and all fixtures therein which may become damaged or destroyed to their condition prior to any such damage or destruction; (b) keep and maintain all cattle, horses, sheep, goats, pigs, and all other livestock and all crops in good husband-like manner; (c) Mortgagor shall not, without the prior consent of Mortgagee, (i) remove, alter, or demolish any building thereon, or sever or remove any fixtures or appliances from said buildings, (ii) make any additions, alterations, or expansions to the Mortgaged Property which will alter the basic structure, materially affect the market value or change the existing architectural character of the Mortgaged Property, (iii) acquiesce in any rezoning classification, modification or restrictions affecting the Mortgaged Property or (iv) abandon or vacate the Mortgaged Property; (d) Mortgagee may enter upon and inspect the Mortgaged Property at any reasonable time as provided for in the Credit Agreement and effect whatever repairs or replacements Mortgagee may reasonably require to maintain the Mortgaged Property in good condition, including good husband-like condition (provided Mortgagee shall have no duty to make inspections and shall not incur any liability or obligation for making or not making any inspections).

8. **ENVIRONMENTAL MATTERS**. In addition to Mortgagor's obligations under Article 10 of the Credit Agreement, including, without limitation, Section 10.1(m) relating to environmental covenants, and not in substitution thereof, or otherwise diminishing the obligations contained therein, Mortgagor covenants and agrees as follows:

(a) As used in this paragraph, the following terms have the following definitions:

(1) "Hazardous Materials" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.) and by the Montana Hazardous Waste and Underground Storage Tank Act (MCA §75-10-401 et. seq.), as either may be amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.) and by the Montana Comprehensive Environmental Cleanup and Responsibility Act (MCA §75-10-701 et seq), as either may be amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) oil, petroleum, and petroleum products; (e) any substance the presence of which on the Mortgaged Property is regulated or prohibited by any Law similar to those set forth in this definition; and (f) any other substance which by Law requires special handling in, or as a result of, its collection, storage, use, generation, treatment, transportation, disturbance, or disposal.

(2) “Hazardous Materials Contamination” means the contamination (whether presently existing or occurring after the date of this Mortgage) of the buildings, improvements, facilities, soil, ground water, air or other elements on, or of, the Mortgaged Property by Hazardous Materials, or the contamination (whether before or after the date of this Mortgage) of the buildings, improvements, facilities, soil, ground water, air or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Mortgaged Property.

(3) “Law” and “Laws” means federal, state and local laws, rules, ordinances and regulations, and orders or decrees of any court or other governmental authority having jurisdiction as may be in effect from time to time.

(b) Mortgagor represents and warrants to Mortgagee that: (1) other than Hazardous Materials which are present, stored or handled in Mortgagor's ordinary course of business in compliance with all applicable Laws, there are no Hazardous Materials located on the Mortgaged Property; (2) the Mortgaged Property have never been used as a manufacturing, storage or dump site for Hazardous Materials, nor are the Mortgaged Property affected by any Hazardous Materials Contamination; (3) to the best of Mortgagor's knowledge, no property adjoining the Mortgaged Property has ever been used as a manufacturing, storage or dump site for Hazardous Materials nor is any such property affected by Hazardous Materials Contamination; and (4) there are no underground storage tanks or underground storage tank systems located under or on the Mortgaged Property.

(c) During the term of this Mortgage and any applicable period of redemption, Mortgagor agrees:

(1) not to manufacture or to permit to be manufactured on the Mortgaged Property any Hazardous Materials. Other than Hazardous Materials which are placed, stored or handled in Mortgagor's ordinary course of business in compliance with all applicable Laws, Mortgagor shall not place, store, or handle or permit to be present, placed, stored, or handled on the Mortgaged Property any Hazardous Materials;

(2) to give notice to Mortgagee immediately upon acquiring knowledge of: (i) the presence of any Hazardous Materials on the Mortgaged Property, other than Hazardous Materials which are placed, stored or handled in Mortgagor's ordinary course of business in compliance with all applicable Laws, or (ii) of any Hazardous Materials Contamination of the Mortgaged Property, with a full description thereof in either case;

(3) to deliver to Mortgagee promptly after receipt: (i) copies of any documents received from the United States Environmental Protection Agency and/or any federal, state, county or municipal regulatory, environmental, or health agency concerning Mortgagor's operations upon the Mortgaged Property; and (ii) copies of any documents submitted by Mortgagor to the United States Environmental Protection Agency and/or any federal, state, county or municipal regulatory, environmental, or health agency concerning Mortgagor's operations on the Mortgaged Property;

(4) to comply, and to cause any and all lessees of the Mortgaged Property to comply, with all requirements of the State of Montana Petroleum Release Compensation Board and with all statutory and regulatory requirements relating to the eligibility of the Mortgaged Property for petroleum tank release cleanup funds;

(5) to comply with present and hereafter enacted environmental Laws affecting the Mortgaged Property and Mortgagor's operations located on the Mortgaged Property. Mortgagor shall, at Mortgagor's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority under any and all environmental Laws. Should any governmental authority determine that a clean-up plan be prepared or that a remediation or a clean-up be undertaken because of any spills, releases, or discharges of Hazardous Materials on, into, or from the Mortgaged Property, then Mortgagor shall, at Mortgagor's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no expense to Mortgagee, Mortgagor shall promptly provide all information requested by Mortgagee for preparation of affidavits required by Mortgagee to determine the applicability of environmental Laws to the Mortgaged Property, and shall sign the affidavits promptly when requested to do so by Mortgagee;

(6) upon the reasonable request of Mortgagee, at any time and from time to time during the existence of this Mortgage, Mortgagor will provide at Mortgagor's sole expense an inspection or audit of the Mortgaged Property from an engineering or consulting firm approved by Mortgagee, indicating the presence or absence of Hazardous Materials on or in the Mortgaged Property. If Mortgagor fails to provide such inspection report or audit after reasonable notice, Mortgagee may order same, and Mortgagor grants to Mortgagee and its employees and agents access to the Mortgaged Property for the purpose of inspecting and testing for the presence of Hazardous Materials and Hazardous Materials Contamination. The cost of such tests shall be a demand obligation owing by Mortgagor to Mortgagee hereunder, together with interest thereon at the rate applicable under the Loan Documents after maturity of principal.

(7) to indemnify, defend and hold harmless Mortgagee from all fines, judgments, penalties, costs, damages, suits, proceedings, liabilities, claims and actions of any kind (including, without limitation, all sums paid for settlement of claims, attorney fees, consultants, and expert fees) arising out of or in any way connected with any spills, releases, or discharges of Hazardous Materials on, into or from the Mortgaged Property; and from all fines, judgments, penalties, costs, damages, suits, proceedings, liabilities, claims and actions of any kind arising out of Mortgagor's failure to provide all information, make all submissions and take all steps required under any environmental Law. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the Mortgaged Property or any clean-up, removal, remediation, or restoration mandated by a federal, state, county or municipal agency or subdivision.

(d) Mortgagor's obligations and liabilities under this paragraph shall continue so long as Mortgagee may be subject to any liability for any spills, releases or discharges of Hazardous Materials on, into or from the Mortgaged Property or for responsibility under any environmental Laws. This paragraph shall survive any foreclosure or termination, whether by deed in lieu of

foreclosure, payment of the debt secured hereby, or otherwise, of this Mortgage. Mortgagor's failure to abide by the terms of this paragraph may, at Mortgagee's option and without waiting or foregoing any other rights and remedies available to Mortgagee, be restrained or enforced by injunction.

9. **CONDEMNATION AND INSURANCE ACTIONS AND PROCEEDS**. Mortgagor shall immediately notify Mortgagee of the commencement of any condemnation proceedings, actual or threatened, affecting the Mortgaged Property or of any loss that may be covered by insurance. Mortgagor hereby assigns to Mortgagee any insurance proceeds and any award for property taken and for damages to remaining property, in connection with an actual or threatened condemnation proceeding, whether fully adjudicated or settled, and such proceeds and awards (less expenses of collection) shall, at the option of Mortgagee, be applied to the indebtedness secured hereby then most remotely to be paid, whether due or not, without the application of any prepayment premium, or to the restoration or repair of the Mortgaged Property. Mortgagee shall have full authority, but shall not be obligated, to make proof of loss and adjust and collect insurance and to intervene in any condemnation proceeding in the name of Mortgagor and settle, collect and receive any award from the condemning authorities. Any insurer or condemning authority is hereby authorized and directed to make payment directly to Mortgagee. Any expenses incurred by Mortgagee in intervening in any action or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. Should proceeds be applied to restoration or repair of the Mortgaged Property, the restoration or repair shall be pursuant to plans and specifications approved by Mortgagee, and the proceeds shall be disbursed by Mortgagee under such safeguards as Mortgagee may reasonably require to assure completion in accordance with such plans and specifications.

10. **INDEMNIFICATION**. Mortgagor agrees to save Mortgagee and the other Secured Parties harmless from all costs and expenses (including reasonable attorney's fees and costs of a title search, continuation of abstract and preparation of survey) incurred by reason of any action or proceeding before any court or administrative body (excepting an action to foreclose or to collect the Indebtedness secured hereby) in which Mortgagee may be or become a party by reason hereof, including but not limited to condemnation, bankruptcy, probate and administration proceedings, as well as any other proceeding similar to the foregoing wherein proof of claims is by law required to be filed or in which it becomes necessary to defend or uphold the terms of the lien created by this Mortgage, and all money paid or expended by Mortgagee in that regard, together with interest thereon from date of such payment at the rate applicable under the Loan Documents after maturity of principal, shall be so much additional Indebtedness secured hereby and shall be immediately and without notice due and payable by Mortgagor.

11. **COSTS AND EXPENSES**. Except as otherwise expressly provided herein, Mortgagor agrees to pay, without demand, all costs, fees and expenses of this Mortgage, including costs of search and evidence of title, advertising and recording expense, documentary taxes, reasonable attorney and paralegal fees as allowed by law, and all other sums expended hereunder by Mortgagee with interest from the date of expenditure at the highest applicable rate under the Loan Documents after maturity of principal.

12. **BOOKS AND RECORDS**. In addition to Mortgagor's obligations under Article 10 of the Credit Agreement, and not in substitution thereof, or otherwise diminishing the obligations contained therein, Mortgagor shall maintain proper books and records and shall account for all transactions relating to the operation of the Mortgaged Property, and shall permit Mortgagee to examine such books and records at any time; and shall furnish to Mortgagee an income statement and balance sheet upon request at reasonable intervals, and in any event within sixty (60) days following the expiration of each of Mortgagor's fiscal years. All books and records shall be kept and maintained in accordance with generally accepted accounting principles, consistently applied. Upon failure of Mortgagor to furnish any such statements, Mortgagee may cause an audit to be made of the respective books and records at Mortgagor's sole cost and expense, and Mortgagee may also treat such failure as a default hereunder, entitling it to exercise the remedies hereinafter provided.

13. **PROTECTION OF SECURITY**. If Mortgagor defaults hereunder in any respect, or if Mortgagee in its sole judgment and discretion deems it necessary to expend funds, appear in actions or take other action to protect the full security interest intended to be created by this instrument, then Mortgagee, without obligation to do so, without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation hereof, may make such appearances, expend such funds and take such action as Mortgagee may deem necessary to protect the security hereof, Mortgagee being authorized to enter upon the Mortgaged Property for such purposes. Mortgagor will on demand reimburse Mortgagee for all amounts expended, including reasonable attorney and paralegal fees, pursuant to this paragraph, together with interest thereon at the highest applicable rate under the Loan Documents after maturity of principal.

14. **ASSIGNMENT OF RENTS**. Mortgagor hereby assigns to Mortgagee all rents, issues, royalties and profits of the Mortgaged Property, provided that Mortgagor shall have the right to collect all such rents, issues, royalties and profits, but only as they become due and payable and only until Mortgagor defaults hereunder in any respect, at which time Mortgagee shall have the right, with or without taking possession of the Mortgaged Property, to collect the same. Upon such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Mortgagor hereby consenting to the appointment of Mortgagee as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, royalties and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any indebtedness secured hereby. Nothing contained herein, nor the exercise of rights hereunder by Mortgagee, shall be construed or considered an affirmation of any tenancy, lease or option, nor an assumption of liability under nor subordination of the lien or charge of this Mortgage to, such tenancy, lease or option.

15. **NON-WAIVER**. The entering upon and the taking possession of the Mortgaged Property, the collection of rents, issues, royalties, profits, proceeds of insurance or condemnation awards or the application thereof to the Indebtedness hereby secured shall not cure or waive any default or notice of default, invalidate any act done pursuant to such notice, nor extend or postpone the due date of any payment secured hereby.

16. **APPLICATION OF PAYMENTS**. Except as otherwise required by law, all payments made to Mortgagee and any amounts applied to the Indebtedness secured hereby shall be applied to the various amounts secured hereby in any order Mortgagee may determine. In the event any portion of the Indebtedness is not, for any reason whatsoever, fully secured by this Mortgage as a first and prior lien, the full amount of all payments made on the Indebtedness shall first be applied to such unsecured portion of the Indebtedness until the same has been fully paid.

17. **POWERS OF MORTGAGEE** Without affecting the liability of any person, including Mortgagor, for the payment of any Indebtedness secured hereby or the lien of this Mortgage on the remainder of the Mortgaged Property for the full amount of any Indebtedness unpaid, and in addition to any other rights granted to Mortgagee or the other Secured Parties under the Loan Documents, Mortgagee is empowered as follows: Mortgagee may from time to time, without notice and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens thereon: (a) release any person liable for the payment of any of the Indebtedness; (b) extend the time or otherwise alter the terms of payment of any of the Indebtedness; (c) alter, substitute or release any property securing the Indebtedness; (d) accept any additional security or resort to any security in such order as Mortgagee may determine; (e) consent to the making of any map or plat of the Mortgaged Property; (f) join in granting any easement or creating any restrictions thereon; (g) join in any subordination or other agreement affecting this Mortgage or the lien or charge thereof; or (h) release all or any part of the Mortgaged Property.

Mortgagee shall not be required, prior to exercising its rights against any person or at any other time, by reason of any demand or otherwise, to commence proceedings against any person liable under this Mortgage or under any of the Loan Documents.

18. **SECURITY AGREEMENT UNDER UNIFORM COMMERCIAL CODE**.

(a) This Mortgage shall constitute a security agreement as defined in the UCC and Mortgagor hereby grants to Mortgagee a security interest within the meaning of the UCC in favor of Mortgagee, for its benefit and the benefit of the other Secured Partis, on the Personal Property and Rents, Leases and Profits (the "Collateral") comprising the Mortgaged Property. Mortgagor is and will be the lawful owner of the Collateral mentioned in any financing statement, subject to no liens and encumbrances other than the lien hereof and Permitted Encumbrances. Such Collateral shall be used by Mortgagor solely for business purposes. Except as otherwise specifically provided, the only persons having any interest in the Collateral are Mortgagor and Mortgagee and no financing statement covering any such property and any proceeds thereof is on file in any public office except pursuant hereto. Mortgagor will from time to time provide Mortgagee on request with itemizations of all such Collateral on the Mortgaged Property. Mortgagor authorizes Mortgagee to file such financing statements or further documents deemed necessary by Mortgagee to perfect or continue the security interest created hereby. Without limiting the foregoing, Mortgagor authorizes Mortgagee to file such effective financing statements covering Farm Products as deemed necessary by Mortgagee and represents and warrants that all Farm Products that form part of the Collateral and/or that are produced on the

Mortgaged Properties are detailed by type of farm product, crop year and Montana county on Exhibit C hereto.

(b) In addition to any other right or remedy granted herein and under the UCC, and not as a limitation thereto, Mortgagor hereby irrevocably appoints Mortgagee and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full power and authority in the place of Mortgagor or in Mortgagee's own name, for the purpose of carrying out the terms of this Mortgage, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Mortgage and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of Mortgagor, without notice to or assent by Mortgagor, to do the following, after an Event of Default (as defined below) has occurred: generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the UCC or any other relevant jurisdiction and as fully and completely as though Mortgagee were the absolute owner thereof for all purposes, and to do at Mortgagor's expense, at any time, or from time to time, all acts and things which Mortgagee deems necessary or advisable to protect, preserve or realize upon the Collateral and Mortgagee's security interest therein, in order to effect the intent of this Mortgage, all as fully and effectively as Mortgagor might do, including, without limitation, (i) the filing and prosecuting of registration and transfer applications with the appropriate foreign, federal, state or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (ii) the exercise of voting rights with respect to voting securities, which rights may be exercised, if Mortgagee so elects, with a view to causing the liquidation in a commercially reasonable manner of assets of the issuer of any such securities, and (iii) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral.

(c) To the extent permitted by law, Mortgagor hereby ratifies all that said attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

(d) The powers conferred on Mortgagee hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Mortgagee shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Mortgagor for any act or failure to act, except for Mortgagee's own gross negligence or willful misconduct.

(e) Mortgagor hereby irrevocably authorizes Mortgagee, for its benefit and the benefit of the other Secured Parties, at any time and from time to time to file in any jurisdiction financing statements (including amendments and continuations thereto) that (i) indicate the Collateral (A) as all assets of Mortgagor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9A of the UCC or any other jurisdiction, or (B) as being of an equal or lesser scope or with greater detail, and (ii) contain any other information required for the sufficiency or filing office

acceptance of any financing statement or amendment, including (A) whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor (if required by the applicable jurisdiction) and, (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Mortgagor agrees to furnish any such information to Mortgagee promptly upon Mortgagee's request. Further to insure the attachment, perfection and first priority of, and the ability of Mortgagee to enforce, Mortgagee's security interest in the Collateral (subject to Permitted Encumbrances), Mortgagor agrees, in each case at Mortgagor's own expense, to take the following actions with respect to the following Collateral:

(W) For each deposit account that Mortgagor at any time opens or maintains, and in addition to Mortgagor's obligations under Section 10.1(s) of the Credit Agreement, and not in substitution thereof, or otherwise diminishing the obligations contained therein, Mortgagor shall, at Mortgagee's request and option, pursuant to an agreement in form and substance satisfactory to Mortgagee, either (a) cause the depositary bank to agree to comply without further consent of Mortgagor, with instructions from Mortgagee directing the disposition of funds from time to time credited to such deposit account, or (b) arrange for Mortgagee to become the sole customer of the depositary bank with respect to the deposit account, with Mortgagor being permitted, only with the consent of Mortgagee, to exercise rights to withdraw funds from such deposit account;

(X) If Mortgagor shall at any time hold or acquire any certificated securities, Mortgagor shall immediately endorse, assign and deliver the same to Mortgagee, accompanied by such instruments of transfer or assignment duly executed in blank as Mortgagee may from time to time specify. If any securities now or hereafter acquired by Mortgagor are uncertificated and are issued to Mortgagor or its nominee directly by the issuer thereof, Mortgagor shall immediately notify Mortgagee thereof and, at Mortgagee's request and option, pursuant to an agreement in form and substance satisfactory to Mortgagee, either (I) cause the issuer to agree to comply, without further consent of Mortgagor or such nominee, at any time with instructions from Mortgagee as to such securities, or (II) arrange for Mortgagee to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by Mortgagor are held by Mortgagor or its nominee through a securities intermediary or commodity intermediary, Mortgagor shall immediately notify Mortgagee thereof and, at Mortgagee's request and option, pursuant to an agreement in form and substance satisfactory to Mortgagee, either (a) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply, in each case, without further consent of Mortgagor or such nominee, at any time with entitlement orders or other instructions from Mortgagee to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by Mortgagee to such commodity intermediary, or (b) in the case of financial assets or other investment property held through a securities intermediary, arrange for Mortgagee to become the entitlement holder with respect to such investment property, with Mortgagor being permitted, only with the consent of Mortgagee, to exercise rights to withdraw or otherwise deal with such investment property. The provisions of this paragraph shall not apply

to any financial assets credited to a securities account for which Mortgagee is the securities intermediary;

(Y) If any Collateral at any time is in the possession of a bailee, Mortgagor shall promptly notify Mortgagee thereof and, at Mortgagee's request and option, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to Mortgagee, that the bailee holds such Collateral for the benefit of Mortgagee and such bailee's agreement to comply, without further consent of Mortgagor, at any time with instructions of Mortgagee as to such Collateral; and

(Z) Mortgagor further agrees, upon request of Mortgagee and at Mortgagee's option, to take any and all other reasonable actions as Mortgagee may determine to be necessary or useful for the attachment, perfection and first priority of, and the ability of Mortgagee to enforce, Mortgagee's security interest in any and all of the Collateral, including (I) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC of any relevant jurisdiction, to the extent, if any, that Mortgagor's signature is required, (II) causing Mortgagee's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of Mortgagee to enforce, Mortgagee's security interest in such Collateral, (III) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Mortgagee to enforce, Mortgagee's security interest in such Collateral, (IV) using commercially reasonable efforts to obtain governmental and other third party waivers, consents and approvals in form and substance satisfactory to Mortgagee, including any consent of any licensor, lessor or other person obligated on Collateral and any party or parties whose consent is required for the security interest of Mortgagee to attach, (V) using commercially reasonable efforts to obtain waivers from mortgagees and landlords who may have liens on fixtures or farm products in form and substance satisfactory to Mortgagee and (VI) taking all actions under any other law, as reasonably determined by Mortgagee to be applicable in any relevant jurisdiction, including any foreign jurisdiction.

19. **FIXTURE FINANCING STATEMENT**. Portions of the Collateral consist of goods which are or may become fixtures attached to the lands described on Exhibit A hereto constituting a portion of the Mortgaged Properties, and Mortgagor hereby agrees that this instrument shall be filed for record in the real property records of the counties in which the Mortgaged Property is located as a financing statement to perfect the security interest of Mortgagee in such portions of the Collateral. This Mortgage when filed for record in the real estate records in the county shall constitute a fixture financing statement for fixtures, as such term is defined in the UCC. Nothing herein contained shall impair or limit the effectiveness of this document as a security agreement or financing statement for other purposes, and in furtherance thereof the following information is furnished:

(a) Name and Address of Debtor: See name and address of Mortgagor first stated above

(b)	Organizational Identification Number of Debtor (NOT FEIN):	_____
(c)	Type of organization and jurisdiction of organization of Debtor:	Montana corporation
(d)	Name and Address of Secured Party:	See name and address of Mortgagee first stated above
(e)	Description of the types of collateral covered by this financing statement:	goods that are or are to become fixtures
(f)	Description of real estate to which collateral is attached or upon which it is located:	See Exhibit A
(g)	The following have an interest of record in the real estate:	Debtor

20. **DUE ON SALE OR ENCUMBRANCE**. If all or any part of the Mortgaged Property or any interest therein is sold, conveyed, transferred or further mortgaged or encumbered, or if the rents of the Mortgaged Property or any part thereof are assigned, or if all or any part of the ownership interest in Mortgagor is transferred, assigned, or pledged, or if any person other than Mortgagor or Mortgagee obtains any interest in or right to acquire the Mortgaged Property, without the prior written consent of Mortgagee, Mortgagee may, at Mortgagee's option, declare all Indebtedness secured hereby immediately due and payable, in full together with any applicable prepayment premiums (if no prepayment privilege exists at that time, then with the prepayment premium provided in the Loan Documents at the earliest day on which the indebtedness secured hereby could be prepaid) provided, however, the granting of a leasehold interest of three (3) years or less, not containing an option to purchase, shall not be cause for such acceleration. Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

21. **REPLACEMENT OF PERSONAL PROPERTY**. Excluding all inventory and other personal property sold in the ordinary course of business or as permitted pursuant to the Credit Agreement, and notwithstanding any other provision hereof and without giving Mortgagee the right to accelerate, Mortgagor may remove, dispose of, replace or substitute any Collateral, but only upon the following terms and conditions: (a) the item or items must be inadequate, obsolete or worn out or unsuitable, undesirable or unnecessary for the operation of the Mortgaged Property; (b) the removal, disposal, replacement or substitution must not adversely affect the value of the Mortgaged Property; and (c) all amounts received or allowed upon the sale or other disposition of the item or items must be applied first against the cost of

acquisition and installation of any replacement or substituted item. Failure to comply with the terms and conditions of this paragraph shall constitute an Event of Default hereunder.

22. **EVENTS OF DEFAULT**. If any one or more of the following events (the "Events of Default") shall occur:

(a) Default in the punctual payment or performance of the Indebtedness,

(b) Mortgagor, any of the other the Borrowers, or any maker, guarantor or surety of any Loan Documents secured hereby, shall file a voluntary petition in bankruptcy proceeding, shall consent to voluntary or involuntary adjudication to bankruptcy or to reorganization, or shall be adjudged bankrupt or insolvent under any applicable law or laws, or admits in writing to having become insolvent, or becomes unable to pay debts as they mature, or suspends doing business, or makes an assignment for the benefit of creditors, or shall apply for, or consents to, the appointment of a Mortgagee or receiver for a substantial portion of its assets,

(c) A trustee or receiver is appointed for Mortgagor or for a substantial portion of Mortgagor's assets and is not discharged within sixty (60) days after such appointment,

(d) Default by Mortgagor under any terms, covenants and conditions of this Mortgage, the Loan Documents, or of any other instrument securing any of the Loan Documents, not involving the payment of money,

(e) Any representation or warranty made by Mortgagor to Mortgagee in connection with the Indebtedness proves to be untrue in any material respect, or

(f) Any "Event of Default" as that term is defined in the Credit Agreement,

then, in any such case, Mortgagee or its attorney, may, at its option, without further written notice to Mortgagor, declare the principal of and the accrued interest on the Indebtedness and all sums advanced hereunder, with interest, to be immediately due and payable, and thereupon the Indebtedness, including both principal and all interest accrued thereon, and including any prepayment premium then applicable, and all sums advanced hereunder and interest thereon, shall be and become immediately due and payable without presentment, demand or further notice of any kind.

23. **MORTGAGEE'S REMEDIES**. Upon the happening of any Event of Default Mortgagee may, in addition to all rights and remedies available under the Loan Documents, and not in substitution thereof, or otherwise diminishing the rights and remedies contained therein, exercise any or all of the following:

(a) Mortgagee may exercise any and all rights and remedies under the Loan Documents.

(b) Mortgagee may declare the entire Indebtedness immediately due and payable, without notice.

(c) Mortgagee may enforce any and all obligations of Mortgagor in connection with the Indebtedness (including, without limitation, all obligations of Mortgagor under the Loan Documents) including the right to seek specific performance and/or injunctive remedies thereof.

(d) Proceed to protect and enforce its rights by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein or in the Loan Documents, or in aid of the execution of any power herein or therein granted, or for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedies. Mortgagee may be the purchaser at any foreclosure sale, and Mortgagee shall have the right to credit upon the amount of its bid at sale the amount payable to Mortgagee out of the net proceeds of the sale.

(e) Pursuant to the power of sale hereby granted, sell the Mortgaged Property in accordance with the laws of Montana. The Mortgaged Property shall be sold either as a whole or in such parcels and in such order as designated by Mortgagee.

(f) Appoint a receiver as a matter of right and without notice, to take possession of all or any part of the Mortgaged Property, with the power to protect and preserve the Mortgaged Property, to operate the Mortgaged Property preceding foreclosure or sale, and to collect the rents, issues and profits of the Mortgaged Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not the apparent value of the Mortgaged Property exceeds the Indebtedness by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver. Mortgagor, for itself and any subsequent owner or owners, hereby waives any and all defenses to the application for a receiver as above provided, and hereby specifically consents to such appointment without notice; but nothing herein contained is to be construed to deprive Mortgagee of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provision for the appointment of a receiver of the rents, issues and profits is made an express condition upon which the extensions of credit under the Loan Documents is made.

(g) Have, without limitation, all of the rights and remedies provided by the UCC, including the right to proceed under the UCC provisions governing default as to any personal property which may be included in the Mortgaged Property separately from the real estate included herein, or to proceed as to all of the property included in the Mortgaged Property in accordance with its rights and remedies in respect of said real estate. If Mortgagee shall elect to proceed separately as to such personal property, Mortgagor agrees to make such personal property available to Mortgagee at a place or places reasonably acceptable to Mortgagee, and if any notification of intended disposition of any of such personal property is required by law, such notification shall be deemed commercially reasonable and reasonably and properly given if given at least ten (10) days prior to such intended disposition and may be given by posting or advertisement in a newspaper accepted for legal publications, either separately or as part of a

notice given to sell or foreclose the real property or may be given by private notice if such parties are known to Mortgagee.

(h) To the extent reasonably practicable, Mortgagee may require Mortgagor to deliver to Mortgagee all or any portion of the Mortgaged Property and any and all certificates of title and other documents relating to the Mortgaged Property. To the extent reasonably practicable, Mortgagee may require Mortgagor to assemble the Mortgaged Property and make it available to Mortgagee at a place to be designated by Mortgagee. Mortgagee also shall have full power to enter upon the property of Mortgagor to take possession of and remove the Mortgaged Property. If the Mortgaged Property contains other goods not covered by this Mortgage at the time of repossession, Mortgagor agrees that Mortgagee may take such other goods, provided that Mortgagee makes reasonable efforts to return them to Mortgagor after repossession.

(i) To the extent permitted by applicable law, Mortgagee reserves a right of setoff in all Mortgagor's accounts with Mortgagee (whether checking, savings, or some other account). This includes all accounts Mortgagor holds jointly with someone else and all accounts Mortgagor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Mortgagor authorizes Mortgagee, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Mortgagee's option, to administratively freeze all such accounts to allow Mortgagee to protect Mortgagee's charge and setoff rights provided in this subparagraph.

(j) All of Mortgagee's rights and remedies, whether evidenced by this Mortgage or the Loan Documents or by any other writing, or at law or in equity, shall be cumulative and may be exercised singularly or concurrently. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Mortgagor under this Mortgage, after Mortgagor's failure to perform, shall not affect Mortgagee's right to declare a default and to exercise its remedies.

24. **SURRENDER OF POSSESSION AFTER SALE**. Mortgagor agrees to surrender possession of the Mortgaged Property to the purchaser at foreclosure sale immediately following said sale, in the event such possession has not previously been delivered by Mortgagor.

25. **TITLE EVIDENCE AND INSURANCE POLICIES**. Each title insurance policy, all other evidences of title and all insurance policies placed or deposited with Mortgagee (including proceeds from such policies) shall be deemed an incident to the title to the Mortgaged Property and upon foreclosure shall pass to the purchaser and the same are hereby pledged as additional security for the payment of the Indebtedness secured hereby.

26. **EFFECT OF DISCONTINUANCE OF PROCEEDINGS**. Mortgagee shall have the unqualified right, after invoking any remedy permitted under this Mortgage, to discontinue the same, and in such event Mortgagor and Mortgagee shall be restored to their former positions with respect to the indebtedness secured hereby; and this Mortgage, the

Mortgaged Property and all rights, remedies and recourse of Mortgagee shall continue as if the same had not been invoked.

27. **COSTS OF INVOKING REMEDIES**. Except as may be otherwise provided herein or in any of the Loan Documents, Mortgagor agrees to pay Mortgagee the costs and expenses, including reasonable attorney and paralegal fees, incurred by Mortgagee: (a) in instituting, prosecuting or defending any court action in which Mortgagor does not prevail, if such action involves the interpretation hereof or performance hereunder by a party hereto or the breach of any provision hereof, including but not limited to an action to obtain possession of the Mortgaged Property after foreclosure sale hereunder; and (b) in attempts, which fall short of instituting an action or commencing foreclosure, to secure performance hereof.

28. **WAIVERS AND CUMULATIVE RIGHTS**. Waiver by Mortgagee of any default by Mortgagor, or acceptance of payment in default or partial payment, shall not constitute a waiver by Mortgagee of any continuing or subsequent default. Failure by Mortgagee to exercise any right, power, privilege or remedy which Mortgagee may have by reason of a default by Mortgagor shall not preclude the exercise of such right, power, privilege or remedy so long as such default remains uncured or if a subsequent default occurs. Each right, power, privilege and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power, privilege and remedy available to Mortgagee at law or in equity, under the UCC, or under any other agreement, and each and every right, power, privilege and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee and such exercise shall not be a waiver of the right to exercise at any time thereafter any other right, power, privilege or remedy.

29. **INTEREST LIMITATIONS**. The following interest limitation shall apply to Mortgagor only: notwithstanding any other provision of this Mortgage, the Loan Documents, or any other instrument securing any of the Loan Documents (referred to collectively as the "Transaction Documents"), Mortgagor does not agree, and shall not be charged with, or obligated to pay, any amount which would render the Transaction Documents usurious. It is the intention of Mortgagor and Mortgagee to conform strictly to the applicable usury laws presently in force, and any agreement for taking, receiving, reserving or charging interest shall be held to be subject to reduction to the amount allowed under applicable usury laws, so that if from any circumstance any amount deemed interest under applicable law is in excess of the maximum permitted by applicable law, such excess shall be canceled automatically, and if theretofore paid, shall be credited on the principal amount of the Indebtedness secured hereby or, at Mortgagee's option, refunded to Mortgagor. All sums charged, paid or agreed to be paid under any of the Transaction Documents for the use, forbearance, or detention of the Indebtedness secured hereby which is in excess of the maximum permitted by applicable law shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term of the Indebtedness until payment in full so that the rate or amount of interest does not exceed the applicable maximum lawful rate for so long as the Indebtedness is outstanding.

30. **SUBROGATION**. If the proceeds of the credit facilities under the Loan Documents, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by Mortgagee, is used directly or indirectly to pay off, discharge, or satisfy, in

whole or in part, any prior lien or encumbrance upon the Mortgaged Property, or any part thereof, then Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of the same.

31. **FURTHER ASSURANCES**. Mortgagor agrees upon reasonable request by Mortgagee to execute and deliver such further security agreements, financing statements under the UCC and other agreements as may be necessary or proper to carry out more effectively the purposes of this Mortgage or any property intended to be subjected hereto by the granting clause hereof.

32. **RIGHT TO DEAL WITH SUCCESSORS**. If ownership of the Mortgaged Property becomes vested in a person or persons other than Mortgagor, Mortgagee may continue to deal with Mortgagor without any obligation to deal with such successor until notified of such vesting. Upon such notification, Mortgagee may thereafter deal with such successor in place of Mortgagor without any obligation to thereafter deal with Mortgagor and without waiving any liability of Mortgagor hereunder or under the Loan Documents. Mortgagor shall give immediate written notice to Mortgagee of any change of ownership of the Mortgaged Property but nothing in this paragraph shall constitute consent of Mortgagee to any such change or negate any provisions elsewhere in this Mortgage giving Mortgagee the right to declare the entire unpaid balance of the indebtedness secured hereby due and payable immediately on such vesting.

33. **NO CLAIM AGAINST MORTGAGEE**. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee or Mortgagor, express or implied, for the performance of any labor or services or for the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, nor as giving Mortgagor or any party in interest with Mortgagor any right, power or authority to contract for or permit the performance of any labor or services for the furnishing of any materials or other property in such fashion as would create any personal liability against Mortgagee in respect thereof or would permit the making of any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to this Mortgage. Mortgagor will permit Mortgagee's authorized representatives to enter the Mortgaged Property at all times for the purpose of inspecting the same; provided Mortgagee shall have no duty to make such inspections and shall not incur any liability or obligation for making or not making any such inspections.

34. **GOVERNING LAW**. This Mortgage and all rights and indebtedness secured hereby shall be governed by the laws of Montana.

35. **SEVERABILITY**. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

36. **TIME**. Time shall be of the essence of this Mortgage.

37. **NOTICES**. Any notices which any party hereto may desire or may be required to give to any other party shall be given in accordance with Section 16.3 of the Credit Agreement.

38. **WAIVER OF MARSHALING AND CERTAIN RIGHTS**. To the extent that Mortgagor may lawfully do so, Mortgagor hereby expressly waives any right pertaining to the marshaling of assets, the administration of estates of decedents, or other matters to defeat, reduce or affect (a) the right of Mortgagee to sell all or any part of the Mortgaged Property for the collection of the Indebtedness (without any prior or different resort for collection), or (b) the right of Mortgagee to the payment of the Indebtedness out of the proceeds of the sale of all or any part of the Mortgaged Property in preference to every other person and claimant.

39. **MORTGAGEE'S CONSENT**. Unless otherwise agreed to in writing, in any instance hereunder where Mortgagee's prior approval or consent is required to be obtained by Mortgagor, or Mortgagee's judgment is required to be exercised as to any matter, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Mortgagee, and Mortgagee shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner regardless of the reasonableness of either the request or Mortgagee's judgment.

40. **BINDING ON SUCCESSORS, HEADINGS, WORDS AND PHRASES**. Subject to the "Due on Sale or Encumbrance" paragraph hereof, this Mortgage shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, lessees, licensees, tenants, successors and assigns. All obligations of Mortgagor hereunder are joint and several. The term "Mortgagee" shall include any successor or assign of Mortgagee. Whenever the context requires or permits the masculine, feminine and neuter shall be freely interchangeable, the singular shall include the plural and the plural shall include the singular. The headings of the paragraphs are for convenience only and shall not be construed as limiting in any way the scope of the provisions hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK, SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, Mortgagor has executed this instrument the day and year first above written.

Monette Farms USA, Inc., a Montana corporation

By:_____
Its:_____

PROVINCE OF SASKATCHEWAN)
: ss.
DOMINION OF CANADA)

This instrument was acknowledged before me on this ___ day of _____, 20•, by _____, known to me to be the _____ of Monette Farms USA, Inc., a Montana corporation.

_____
[Signature]

_____
[Type, Stamp or Print Name]
Notary Public for the Province of Saskatchewan, Canada
(Seal) Residing at _____, Saskatchewan, Canada
My commission does not expire.

EXHIBIT A

To

Mortgage, Security Agreement, and Fixture Filing

EXHIBIT B

To

Mortgage, Security Agreement, and Fixture Filing

EXHIBIT C

To

Mortgage, Security Agreement, and Fixture Filing

SCHEDULE H-7

MONETTE FARMS USA, INC.

GUARANTEE

MADE AS OF •, 20•

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MONETTE FARMS USA, INC.

GUARANTEE

THIS GUARANTEE is made as of •, 20•

WHEREAS the Guarantor is an Affiliate of the Canadian Borrower;

AND WHEREAS the Guarantor has agreed to provide a guarantee with respect to the Credit Facilities provided by the Lenders pursuant to the Credit Agreement and with respect to the Lender Financial Instrument Obligations and the Bank Product Obligations;

AND WHEREAS the Guarantor will derive substantial direct and indirect benefits from the making of the extensions of credit to the Loan Parties under the Credit Agreement and the use of proceeds in accordance therewith, including from the use of proceeds of the Loans and such Loans are in furtherance of the corporate purposes of the Guarantor and necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Guarantor;

AND WHEREAS there is a strong identity of interest among the Loan Parties and the Guarantor;

AND WHEREAS each of the Affiliates of each Loan Party will benefit from the use of the proceeds of the Loans and other extensions of credit in the business of such Loan Party;

AND WHEREAS this Guarantee is entered into contemporaneously with the execution and delivery of the Credit Agreement and certain other Documents which, taken as a whole, is part of the consideration given to the Guarantor;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of Cdn. $10.00 now paid by the Beneficiaries to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Guarantor hereby covenants and agrees with the Beneficiaries as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

(a) In this Guarantee and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "**Beneficiary**" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Beneficiaries' Counsel**" means Dentons Canada LLP or such other firm of lawyers as may be selected by the Beneficiaries from time to time.

"Canadian Borrower" means Monette Farms Ltd. and its successors and permitted assigns.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024, between the Guarantor, the Canadian Borrower and Darrel Noel Monette, as borrowers, The Bank of Nova Scotia and such other financial institutions as are or may become parties thereto, as lenders, and The Bank of Nova Scotia as agent of such lenders, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Default Rate**" means a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum.

"**Documents**" means, collectively, the Documents as defined in the Credit Agreement together with any and all Lender Financial Instruments.

"**Excluded Swap Obligations**" means, with respect to the Guarantor, any Swap Obligation if (and only if), and to the extent that, all or a portion of this Guarantee, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Guarantee**" means this guarantee, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Guarantor**" means Monette Farms USA, Inc. and its successors and permitted assigns.

"**Loan Parties**" means, collectively, Darrel Noel Monette, Monette Farm Family Trust and the Loan Parties (as such term is defined in the Credit Agreement), excluding the Guarantor, and "Loan Party" means any one of them.

"**Obligations**" means, collectively and at any time and from time to time, except for Excluded Swap Obligations, all of the obligations, liabilities and indebtedness (present or

future, matured or otherwise) of the Loan Parties to any of the Beneficiaries or to all of them including, without limitation, (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and the other Documents and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Loan Parties under the Credit Agreement and the other Documents, (ii) all Bank Product Obligations of the Loan Parties of or owing by the Loan Parties to any and all Lenders and Bank Product Affiliates and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Loan Parties to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, the Guarantor and each Loan Party (that provides a guarantee to the Beneficiaries) and that has total assets exceeding U.S. $10,000,000 at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

(b) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement (except, for certainty, the term "Loan Parties" which shall have the meaning described herein). For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantee. The terms "this Guarantee", "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

1.3 Number; persons; including

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and vice

versa and words importing persons shall include individuals, limited and unlimited liability companies, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 *Interest Act* (Canada)

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.5 Nominal Rates

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Guarantee; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after demand, default and judgment. The rates of interest specified in this Guarantee are intended to be nominal rates and not effective rates and any interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

ARTICLE 2
GUARANTEE

2.1 Guarantee of Obligations

The Guarantor hereby absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, to the Beneficiaries the full and complete payment and performance of all of the Obligations, together with interest thereon as provided in Section 5.4 and confirms that the Beneficiaries are not obligated to take any action, obtain any judgement nor file any claim prior to enforcing this Guarantee.

2.2 Indemnity

If any or all of the Obligations are not duly paid or performed by the Loan Parties and are not recoverable under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Beneficiaries from and against all losses resulting from the failure of the Loan Parties to pay and perform such Obligations.

2.3 Guarantor as Principal Obligor

If any or all of the Obligations are not duly paid or performed by the Loan Parties after demand therefor and are not recoverable under Section 2.1 or the Beneficiaries are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations shall, as a separate and distinct obligation, be recoverable by the Beneficiaries from the Guarantor as the primary obligor and principal debtor in respect

thereof and shall be paid to the Beneficiaries forthwith after demand therefore as provided herein.

2.4 Guarantee Absolute and Unconditional

The liability and obligations of the Guarantor hereunder shall be continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by, and the Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the Obligations, covenants or undertakings of the Loan Parties under the Documents;

(b) any modification or amendment of or supplement to the Obligations;

(c) any loss of or in respect of any security held by the Beneficiaries, whether occasioned by the fault of the Beneficiaries or otherwise, including any release, non-perfection or invalidity of any such security;

(d) any change in the existence, structure, constitution, name, control or ownership of a Loan Party or any other person, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Loan Parties or any other person or their respective assets;

(e) the existence of any set-off, counterclaim, claim or other right which the Guarantor or the Loan Parties may have at any time against the Beneficiaries or any other person, whether in connection with the Credit Agreement, this Guarantee or any unrelated transaction;

(f) any provision of applicable law purporting to prohibit or limit the payment by the Loan Parties of any Obligation, and the foregoing is hereby waived by the Guarantor to the extent permitted under applicable law;

(g) any limitation, postponement, prohibition, subordination or other restriction on the right of a Beneficiary to payment of the Obligations;

(h) any release, substitution or addition of any other guarantor of the Obligations;

(i) any defence arising by reason of any failure of any Beneficiary to make any presentment, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non-payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations;

(j) any defence arising by reason of any failure of a Beneficiary to proceed against any of the Loan Parties or any other person, or to apply or exhaust any security

held from any of the Loan Parties or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Beneficiaries;

(k) any defence arising by reason of the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any security or guarantee in support thereof, or by reason of any incapacity, lack of authority, or other defence of any of the Loan Parties or any other person, or by reason of any limitation, postponement or prohibition on a Beneficiary's rights to payment, or the cessation from any cause whatsoever of the liability of any of the Loan Parties or any other person with respect to all or any part of the Obligations (other than irrevocable payment to the Beneficiaries in full, in cash, of the Obligations), or by reason of any act or omission of the Beneficiaries or others which directly or indirectly results in the discharge or release of any of the Loan Parties or any other person or of all or any part of the Obligations or any security or guarantee therefor, whether by contract, operation of law or otherwise;

(l) any defence arising by reason of the failure by a Beneficiary to obtain, register, perfect or maintain a Security Interest in or upon any property of any of the Loan Parties or any other person, or by reason of any interest of the Beneficiaries in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral;

(m) any defence arising by reason of the failure of the Beneficiaries to marshal assets;

(n) to the extent permitted under applicable law, any defence based upon any failure of the Beneficiaries to give to any of the Loan Parties or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(o) any defence based upon or arising out of any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any of the Loan Parties or any other person, including any discharge or bar against collection of any of the Obligations; or

(p) any other law, event or circumstance or any other act or failure to act or delay of any kind by the Loan Parties, the Beneficiaries or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the Beneficiaries is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Loan Parties for reimbursement, the

Guarantor's right to recover contribution from any other guarantor or any other right or remedy of the Guarantor.

2.5 Waivers

In addition to the waivers contained in Section 2.4 hereof, the Guarantor waives, and agrees that it shall not at any time insist upon, plead or in any manner whatever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, marshalling of assets or redemption laws, or exemption, whether now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance by the Guarantor of its obligations under, or the enforcement by the Agent of, this Guarantee. The Guarantor hereby waives diligence, presentment and demand (whether for non-payment or protest or of acceptance, maturity, extension of time, change in nature or form of the Obligations, acceptance of further security, release of further security, composition or agreement arrived at as to the amount of, or the terms of, the Obligations, notice of adverse change in any Loan Party's financial condition or any other fact which might increase the risk to the Guarantor) with respect to any of the Obligations or all other demands whatsoever, except the demand contemplated in Section 5.1, and, to the extent permitted by applicable law, waives the benefit of all provisions of applicable law which are or might be in conflict with the terms of this Guarantee.

2.6 Election of Remedies

If the Agent, on behalf of the Beneficiaries, may, under applicable law, proceed to realize benefits under any of the Documents giving the Agent a security interest upon any assets or collateral owned by any of the Loan Parties or any other guarantor of the Obligations, either by judicial foreclosure or by non-judicial sale or enforcement, the Agent may, at its sole option, determine which of such remedies or rights it may pursue without affecting any of such rights and remedies under this Guarantee. If, in the exercise of any of its rights and remedies, the Agent shall forfeit any of its rights or remedies, including its right to enter a deficiency judgment against any of the Loan Parties or any other guarantor of the Obligations, whether because of applicable law pertaining to "election of remedies" or the like, the Guarantor hereby consents to such action by the Agent and waives any claim based upon such action, even if such action by the Agent shall result in a full or partial loss of any rights of subrogation which the Guarantor might otherwise have had but for such action by the Agent. Any election of remedies which results in the denial or impairment of the right of the Agent to seek a deficiency judgment against any of the Loan Parties or any other guarantor of the Obligations shall not impair the Guarantor's obligation to pay the full amount of the Obligations. In the event the Agent shall bid at any foreclosure or trustee's sale or at any private sale permitted by applicable law or the Documents, the Agent may bid all or less than the amount of the Obligations and the amount of such bid need not be paid by the Agent but shall be credited against the Obligations. The amount of the successful bid at any such sale shall be conclusively deemed to be the fair market value of the collateral and the difference between such bid amount and the remaining balance of the Obligations shall be conclusively deemed to be the amount of the Obligations guaranteed under this Guarantee.

2.7 Joint and Several Liability; Limitation of Guarantee Amount

(a) The obligations and liabilities of the Guarantor and all other guarantors of some or all of the Obligations shall be joint and several and, in order to provide for just and equitable contribution among all of the guarantors of the Obligations, the Guarantor agrees that in the event a payment shall be made on any date by any other guarantor of the Obligations (the "**Funding Guarantor**"), the Guarantor shall indemnify the Funding Guarantor in an amount equal to the amount of such payment, in each case multiplied by a fraction the numerator of which shall be the net worth of the Guarantor as of such date and the denominator of which shall be the aggregate net worth of the Guarantor together with the net worth of the Funding Guarantor as of such date. If the Guarantor makes any payment to a Funding Guarantor pursuant to this Section 2.7(a), it shall be subrogated to the rights of such Funding Guarantor to the extent of such payment.

(b) Notwithstanding anything contained in this Guarantee to the contrary, the Obligations of the Guarantor under this Guarantee on any date shall be limited to a maximum aggregate amount equal to the largest amount that would not, on such date, render its Obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Chapter 11 of the United States Bankruptcy Code (11 U.S.C. §101 et seq.) or any applicable provisions of comparable laws relating to bankruptcy, insolvency or reorganization, or relief of debtors (collectively, the "**Fraudulent Transfer Laws**"), but only to the extent that any Fraudulent Transfer Law has been found in a final non-appealable judgment of a court of competent jurisdiction to be applicable to such Obligations as of such date, in each case:

(i) after giving effect to all liabilities of the Guarantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws, but specifically excluding:

(A) any liabilities of the Guarantor in respect of intercompany indebtedness to any Loan Party to the extent such indebtedness would be discharged in an amount equal to the amount paid by the Guarantor hereunder; and

(B) any liabilities of the Guarantor under this Guarantee; and

(C) any liabilities of the Guarantor under each of its other guarantees of and joint and several co-borrowings of debt, if any, which contain a limitation as to maximum amount substantially similar to that set forth in this Section 2.7(b) (each such other guarantee and joint and several co-borrowing entered into on the date this Guarantee becomes effective, a "**Competing Guarantee**") to the extent the Guarantor's liabilities under such Competing Guarantee exceed an amount equal to (A) the aggregate principal amount of the Guarantor's obligations under such Competing Guarantee (notwithstanding the operation of that limitation contained in such Competing Guarantee that is substantially similar to this Section 2.7(b)), multiplied by (B) a fraction (I) the numerator of which is the aggregate principal amount of the Guarantor's obligations under

such Competing Guarantee (notwithstanding the operation of that limitation contained in such Competing Guarantee that is substantially similar to this Section 2.7(b)), and (II) the denominator of which is the sum of (x) the aggregate principal amount of the obligations of the Guarantor under all other Competing Guarantees (notwithstanding the operation of those limitations contained in such other Competing Guarantees that are substantially similar to this Section 2.7(b)), (y) the aggregate principal amount of the obligations of the Guarantor under this Guarantee (notwithstanding the operation of this Section 2.7(b)), and (z) the aggregate principal amount of the obligations of the Guarantor under such Competing Guarantee (notwithstanding the operation of that limitation contained in such Competing Guarantee that is substantially similar to this Section 2.7(b)); and

after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, reimbursement, indemnification or contribution of the Guarantor pursuant to applicable law or pursuant to the terms of any agreement (including, without limitation, any such right of contribution under Section 2.7(a)).

ARTICLE 3
DEALINGS WITH THE LOAN PARTIES AND OTHERS

3.1 No Release

The Beneficiaries may, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability and obligations hereunder:

(a) grant time, renewals, extensions, indulgences, releases and discharges to the Loan Parties or any other guarantor or endorser;

(b) take or abstain from taking security or collateral from the Loan Parties or any other guarantor or endorser or from perfecting security or collateral of the Loan Parties or any other guarantor or endorser;

(c) accept compromises from the Loan Parties or any other guarantor or endorser;

(d) subject to the Documents, apply all money at any time received from a Loan Party or any of them or from security upon such part of the Obligations as the Beneficiaries may see fit or change any such application in whole or in part from time to time as the Beneficiaries may see fit; or

(e) otherwise deal with the Loan Parties and all other persons and security as the Beneficiaries may see fit.

3.2 No Exhaustion of Remedies

The Beneficiaries shall not be bound or obligated to exhaust their recourse against any of the Loan Parties or any other person or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 5) before the

Beneficiaries shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

3.3 Evidence of Obligations

Any account settled or stated in writing by or between a Beneficiary or the Beneficiaries, as the case may be, and the Loan Parties shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

3.4 No Set-off

In any claim by the Beneficiaries against the Guarantor hereunder, the Guarantor shall not claim or assert any set-off, counterclaim, claim or other right that the Loan Parties or the Guarantor may have against one or more of the Beneficiaries.

ARTICLE 4
CONTINUING GUARANTEE

4.1 Continuing Guarantee

This Guarantee shall be a continuing guarantee and shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by any Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), all as though such payment had not been made. The Guarantor expressly waives any rights that the Guarantor might otherwise have to renounce any continuing guarantee.

4.2 Revival of Indebtedness

If at any time, all or any part of any payment previously received by a Beneficiary and applied to any Obligation must be rescinded or returned by the Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), such Obligation shall, for the purpose of this Guarantee, to the extent that such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Beneficiary, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Beneficiary had not been made. For certainty, this Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against any of the Loan Parties or the Guarantor for liquidation or reorganization, should any of the Loan Parties or the Guarantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Loan Party's or the Guarantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by the Agent, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

ARTICLE 5
DEMAND FOR PAYMENT, EXPENSES AND INTEREST

5.1 Demand for Payment

The Beneficiaries shall be entitled to make demand upon the Guarantor at any time during the continuance of an Event of Default and upon any such demand the Beneficiaries may treat all Obligations as due and payable and may forthwith collect from the Guarantor all Obligations. The Guarantor shall make payment to or performance in favour of the Beneficiaries of all Obligations forthwith after demand therefor is made upon the Guarantor by the Beneficiaries as aforesaid.

5.2 Stay of Acceleration

If acceleration of the time for payment of any amount payable by any of the Loan Parties in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of any of the Loan Parties or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiaries.

5.3 Expenses

The Guarantor shall pay to the Beneficiaries all reasonable out of pocket costs and expenses as provided in Section 14.1 of the Credit Agreement which shall include, but shall not be limited to, all of Beneficiaries' reasonable attorneys' and paraprofessionals' fees.

5.4 Interest

Any payment obligation comprised in the Obligations guaranteed hereunder which is not paid when due hereunder shall bear interest, to the extent not already included in the Obligations, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment at the rate or rates provided in the relevant Document for such Obligations or, in the event no such rate is provided for therein, at a rate per annum that is equal to the Default Rate. Any other amounts payable pursuant hereto, including pursuant to Section 5.3, which are not paid when due hereunder shall bear interest, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment or reimbursement thereof by the Guarantor at a rate per annum that is equal to the Default Rate. All such interest shall accrue daily and shall be payable by the Guarantor on demand by the Beneficiaries.

ARTICLE 6
SUBROGATION

6.1 Subrogation

(a) Until all the Obligations have been irrevocably paid in full in cash, the Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by applicable law, any right to enforce any remedy which the Beneficiaries now have or may hereafter have against the Loan Parties in

respect of the Obligations, and until such time the Guarantor waives any benefit of, and any right to participate in, any security, now or hereafter held by the Beneficiaries for the Obligations.

(b) If (i) the Guarantor performs or makes payment to the Beneficiaries of all amounts owing by the Guarantor under this Guarantee, and (ii) the Obligations are performed and irrevocably paid in full then the Beneficiaries will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of the Beneficiaries' interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; COVENANTS

7.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Beneficiaries and acknowledges and confirms that each of the Beneficiaries is relying upon such representations and warranties:

(a) Status and Authority

It is a corporation existing under the laws of Montana, is validly existing under those laws and is registered to carry on business in all jurisdictions in which the failure to be so registered would reasonably be expected to have a Material Adverse Effect and has all corporate authority, capacity and powers and all material Governmental Authorizations required to carry on its business as now conducted.

(b) Valid Authorization

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which it is a party (i) is within the Guarantor's corporate authority, capacity and power, (ii) has been duly authorized by all necessary corporate and other action and such authorizations remain in full force and effect, (iii) requires no Governmental Authorization or action by or in respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under its constating documents, any provision of applicable law by which it is bound or to which any of its assets are subject, or cause a limitation on its powers (or, to the extent applicable, the powers of its directors) to be exceeded, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of its Affiliates (other than, in the case of (iii) and (iv) above, pursuant to the Security).

(c) Enforceability of Documents

This Guarantee and each of the other Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(d) Eligible Contract Participant

It is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

7.2 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.

7.3 Nature of Representations and Warranties

The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigations or examinations which may be made by the Beneficiaries or Beneficiaries' Counsel. Such representations and warranties shall survive until this Guarantee has been terminated.

7.4 Keepwell

To the extent the Guarantor is a Qualified ECP Guarantor, it hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Loan Party (that provides a guarantee to the Beneficiaries) to honour all of its obligations under its Guarantee in respect of Swap Obligations (provided, however, that the Guarantor shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section, or otherwise under this Guarantee, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Guarantor under this Section shall remain in full force and effect until discharged in accordance with the provisions of this Guarantee. The Guarantor intends that this Section constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Loan Party (that provides a guarantee to the Beneficiaries) for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE 8
SUBORDINATION AND POSTPONEMENT

8.1 Postponement

All debts and liabilities, present and future, of the Loan Parties to the Guarantor are hereby assigned to the Agent and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Agent and, upon the occurrence and during the continuance of an Event of Default, forthwith upon receipt will be paid over to the Beneficiaries, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

ARTICLE 9
GENERAL

9.1 Waiver of Notices

The Guarantor hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to this Guarantee and the obligations guaranteed hereunder, except for the demand pursuant to Section 5.1.

9.2 Benefit of the Guarantee

This Guarantee shall enure to the benefit of the respective successors and permitted assigns of the Beneficiaries and be binding upon the successors of the Guarantor.

9.3 Foreign Currency Obligations

The Guarantor shall be liable for, and shall make payment relative to, each Obligation in the currency (the "**original currency**") in which the Loan Parties are required to pay such Obligation and, if no such currency is designated by the Credit Agreement or the other Documents, then in such currency as determined by the appropriate Beneficiaries in their sole discretion. If the Guarantor makes payment relative to any Obligation to the Beneficiaries in a currency (the "**other currency**") other than the original currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction) or, if the original currency must be converted into other currency for the purposes of (a) making or filing a claim or proof against the Guarantor, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment in any court or other tribunal (collectively, "**Other Proceedings**"), then (i) such payment shall constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the original currency which the Beneficiaries are able to purchase with the amount of other currency they receive on the date of receipt in accordance with normal practice and (ii) such other currency as used in the Other Proceedings shall not discharge the liability of the Guarantor from and against any loss suffered by Beneficiaries as a result of any discrepancies (including, without limitation, the rate or rates of exchange) between the original currency and the other

currency. If the amount of the original currency which the Beneficiaries are able to purchase is less than the amount of such currency originally due in respect of the relevant Obligation, the Guarantor shall indemnify and save the Beneficiaries harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Guarantee, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Beneficiaries and shall continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order. A certificate of a Beneficiary as to any such loss or damage shall constitute *prima facie* evidence thereof, in the absence of manifest error.

9.4 Taxes and Set-off by Guarantor

All payments by the Guarantor under this Guarantee, whether in respect of principal, interest, interest on overdue and unpaid interest, fees or any other Obligations, shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the Guarantor is prohibited by applicable laws from doing so, in which event the Guarantor shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) forthwith pay to the Beneficiaries such additional amount so that the net amount received by the Beneficiaries will equal the full amount which would have been received by it had no such deduction or withholding been made;

(c) pay to the relevant taxation or other authorities, within the period for payment required by applicable laws, the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to this Section);

(d) furnish to the Beneficiaries promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid; and

(e) indemnify and hold the Beneficiaries harmless against any losses or costs incurred by the Beneficiaries by reason of any failure by the Guarantor to timely and fully perform its obligations under this Section 9.4.

9.5 No Waiver; Remedies

No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.7 Amendments and Waivers

Any provision of this Guarantee may be amended, waived or a consent given in respect thereof with the concurrence of the Guarantor and the Agent on behalf of the Beneficiaries. Any waiver and any consent by the Agent on behalf of the Beneficiaries under any provision of this Guarantee must be in writing signed by the Agent and may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.8 Additional Security

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees) now or hereafter held by the Beneficiaries and any other rights or remedies they might have.

9.9 Notices

Any demand, notice or other communication (hereinafter in this Section referred to as a "**Communication**") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery, telecopier or other electronic means or by registered mail addressed to the recipient as follows:

To the Agent on behalf of the Beneficiaries as follows:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

To the Guarantor:

Monette Farms USA, Inc.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile: (306) 627-3793

or such other address or telecopy number as may be designated by notice by any party to the other. Any Communication given by personal delivery or telecopier or other

electronic means shall be conclusively deemed to have been given on the day of actual delivery or transmittal thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery, telecopier or other electronic means.

9.10 Assignment

The rights of the Beneficiaries under this Guarantee may be assigned by the Beneficiaries in accordance with the provisions of the Credit Agreement and without the consent of the Loan Parties or the Guarantor during the continuance of an Event of Default and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee.

9.11 Time of Essence

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Beneficiaries.

9.12 Financial Condition of the Loan Parties

The Guarantor is fully aware of the financial condition of each of the Loan Parties and acknowledges that it shall receive a benefit from each Loan Party entering into the Documents to which each such Loan Party is a party. The Guarantor assumes all responsibility for being and keeping itself informed of the Loan Parties' financial condition and assets, and of all other circumstances bearing upon the risk of non-payment or non-performance of the Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder, and agrees that the Beneficiaries shall not have a duty to advise Guarantor of information known to any of them regarding such circumstances or risks.

9.13 Acknowledgement of Documentation

The Guarantor hereby acknowledges receipt of a true and complete copy of the other Documents and all of the terms and conditions thereof.

9.14 Entire Agreement

This Guarantee and the other Documents constitute the entire agreement between the Beneficiaries and the Guarantor with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein or therein.

9.15 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.16 Attornment; Submission to Jurisdiction; Waiver of Venue

THE GUARANTOR AND EACH OF THE BENEFICIARIES HEREBY ATTORN AND SUBMIT TO THE JURISDICTION OF THE COURTS OF THE PROVINCE OF ALBERTA IN REGARD TO LEGAL PROCEEDINGS RELATING TO THIS GUARANTEE. FOR THE PURPOSE OF ALL SUCH LEGAL PROCEEDINGS, THE COURTS OF THE PROVINCE OF ALBERTA SHALL HAVE JURISDICTION TO ENTERTAIN ANY ACTION ARISING UNDER THIS GUARANTEE. THE GUARANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH ALBERTA COURT AND AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE CONSTRUED NOR OPERATE TO LIMIT THE RIGHT OF THE GUARANTOR OR THE BENEFICIARIES TO COMMENCE ANY ACTION RELATING HERETO IN ANY OTHER JURISDICTION, NOR TO LIMIT THE RIGHT OF THE COURTS OF ANY OTHER JURISDICTION TO TAKE JURISDICTION OVER ANY ACTION OR MATTER RELATING HERETO.

THE GUARANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE IN ANY COURT REFERRED TO IN SECTION 9.16. THE GUARANTOR HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

9.17 Waiver of Jury Trial

THE GUARANTOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING WITH RESPECT TO, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS GUARANTEE OR ANY OTHER DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN OR RELATED HERETO OR THERETO (WHETHER FOUNDED IN CONTRACT, TORT, OR ANY OTHER LEGAL OR OTHER THEORY) OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE AGENT, ANY OTHER BENEFICIARY OR THE LOAN PARTIES OR ANY OTHER GUARANTOR IN CONNECTION THEREWITH). THE GUARANTOR CERTIFIES THAT NO OTHER PARTY AND NO RELATED PARTY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF

EACH OTHER DOCUMENTS TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENT AND THE BENEFICIARIES ENTERING INTO THE DOCUMENTS.

9.18 Interest Limitation

The following interest limitation shall apply to the Guarantor only. Notwithstanding any other provision of this Guarantee, the Credit Agreement or the other Documents, the Guarantor does not agree, and shall not be charged with, or obligated to pay, any amount which would render this Guarantee, the Credit Agreement or any of the other Documents usurious as to the Guarantor under applicable law. It is the intention of the Guarantor and the Beneficiaries to conform strictly to applicable usury laws presently in force, and any agreement for taking, receiving, reserving or charging interest shall be held to be subject to reduction to the amount allowed under applicable usury laws, so that if from any circumstance any amount deemed interest under applicable law is in excess of the maximum permitted by applicable law, such excess shall be canceled automatically and, if theretofore paid, shall be credited on the principal amount of the Obligations or, at Beneficiaries' option, refunded to the Guarantor. All sums charged, paid or agreed to be paid under this Guarantee, the Credit Agreement and the other Documents for the use, forbearance or detention of the Obligations which are in excess of the maximum permitted by applicable law shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term of the Obligations until payment in full so that the rate or amount of interest does not exceed the applicable maximum lawful rate for so long as the Obligations are outstanding.

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IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first written above.

MONETTE FARMS USA, INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title

SCHEDULE H-8

FIXED AND FLOATING CHARGE DEMAND DEBENTURE
(• [Insert name of relevant Loan Party])

Principal Sum: $2,000,000,000 Canadian Dollars
Interest Rate: 21.0% per annum
Date: •, 20•

ARTICLE 1 PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the "**Debtor**") hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of The Bank of Nova Scotia in its capacity as agent (in such capacity, the "**Agent**") for and on behalf of (a) The Bank of Nova Scotia and such other financial institutions as are or may become lenders (collectively, the "**Lenders**" and, individually, a "**Lender**") under the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") between Monette Farms Ltd., Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, the Lenders and the Agent, (b) all Hedging Affiliates (as defined in the Credit Agreement) of each Lender and (c) all Bank Product Affiliates (as defined in the Credit Agreement), for the benefit of the Agent, the Lenders, such Hedging Affiliates and Bank Product Affiliates (collectively, the "**Beneficiaries**"), the Principal Sum stipulated above at the Agent's offices at GWO - Loan Operations, 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9 or at such other place as the Agent may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.The Agent, on behalf of the Beneficiaries, is the person entitled to receive the principal of and interest on this debenture (this "**Debenture**") and all other amounts payable hereunder.

ARTICLE 2 CHARGE

Charge

2.1 As security for the due payment of the Principal Sum, interest and all other money payable hereunder and all other obligations hereunder (collectively, the "**Obligations**"), the Debtor hereby:

(a) grants, assigns, mortgages and charges, as and by way of a fixed and specific mortgage, assignment and charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns:

(i) all of the right, title, interest and estate of the Debtor (both present and future) in and to the property and interests (including, without limitation,

leasehold interests) described in Schedule "A" attached hereto (the "**Lands**"); all buildings, erections, structures, improvements, equipment, surface rights and fixtures now or hereafter constructed or placed in, under or upon the Lands (collectively, the "**Facilities**"), including, without limitation, the Facilities described in Schedule "A" attached hereto or otherwise associated with the Lands; all easements, rights-of-way, licences and privileges appurtenant or appertaining to the Lands; and all interests in any of the foregoing and all benefits and rights to be derived by the Debtor in respect thereof; and

(ii) all of the right, title and interest of the Debtor (both present and future) in, to and under the agreements, instruments and other documents described in Schedule "A" attached hereto or otherwise to the extent associated with the Lands, all as the same may be amended, modified, supplemented or restated from time to time; and

(b) charges, as and by way of a first floating charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns, all of the undertaking, property and assets of the Debtor, both present and future, of every nature and kind and wherever situate including, without limitation, all of its present and future personal and real property, goodwill, trade-marks, inventions, processes, patents and patent rights, materials, supplies, inventories, motor vehicles, trucks, trailers, machinery, implements, equipment and apparatus of every kind, furniture, rent, revenues, income, money, rights, powers, privileges, franchises, benefits, amenities, contracts, agreements, leases of real and personal property, licenses, permits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, investment property, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter and any and all proceeds of any of the foregoing, except only such property and assets as are validly and effectively subject to any fixed and specific mortgages and charges created hereunder.

In this Debenture, the mortgages, assignments and charges created and provided for are collectively called the "**Charge**" and the subject matter of the Charge is called the "**Charged Premises**".

Dealings in the Ordinary Course

2.2 Subject to Section 3.1 hereof and the Credit Agreement and until the Charge becomes enforceable pursuant to the terms of the Credit Agreement, the Debtor may dispose of or deal with the Charged Premises subjected to the floating charge and security interest created under Section 2.1 in the ordinary course of business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge.

Last Day

2.3 The Charge shall not extend or apply to the last day of the term of any lease or agreement to lease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day

in trust for the Agent to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.4 The Charge does not and shall not extend to, and the Charged Premises shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Agent and shall assign such Contractual Rights to the Agent forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Agent, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

Crystallization Against Real Property

2.5 In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 4.1 and the Agent giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 NEGATIVE PLEDGE

Negative Pledge

3.1 Except as has otherwise been agreed in writing with the Agent and the Lenders or as expressly permitted by the Credit Agreement or any other Document (as defined in the Credit Agreement), the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Agent, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Premises.

ARTICLE 4 DEFAULT AND REMEDIES

Default

4.1 Upon the occurrence and continuance of an Event of Default (as defined in the Credit Agreement), the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Agent may realize upon the Charged Premises and shall have the following rights and remedies, which rights and remedies may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Beneficiaries may have:

(a) the Agent may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Charged Premises and may

remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Premises or any part thereof; and the term "Agent" when used in this Section 4.2 shall include any Receiver so appointed and the agents, officers and employees of such Receiver;

(b) the Agent may take possession of the Charged Premises and require the Debtor to make the Charged Premises available to the Agent;

(c) the Agent may take such steps as it considers desirable to maintain, preserve or protect the Charged Premises;

(d) the Agent may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Premises;

(e) the Agent may enforce any rights of the Debtor in respect of the Charged Premises by any manner permitted by law;

(f) the Agent may sell, lease or otherwise dispose of the Charged Premises by judicial sale, by foreclosure, at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Agent may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Premises or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any Vice President or Director of the Agent being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Premises by, from, through or under the Debtor;

(g) the Agent may accept the Charged Premises in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;

(h) the Agent may borrow money on the security of the Charged Premises for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Premises in priority to the Charge;

(i) the Agent may perform any obligation, covenant or provision under the Credit Agreement and the entire costs thereof are a charge on the Charged Premises and shall be added to the amounts due hereunder and shall be secured by the Charge; and

(j) the Agent may exercise any other right or remedy permitted by law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta) (the "**AB PPSA**") or any similar personal property legislation of any jurisdiction in which any of the Charged Premises is located or which, by the operation of law, governs or is deemed to govern the Charged Premises.

(2) The Debtor further agrees with the Agent that:

(a) the Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Premises and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Premises or for the purpose of preserving any rights of the Beneficiaries, the Debtor or any other person, firm or corporation in respect of the Charged Premises;

(b) the Agent or the Beneficiaries may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Charged Premises and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Premises and other securities as the Agent may see fit without prejudice to the liability of the Debtor to the Beneficiaries or the Beneficiaries' rights hereunder;

(c) to facilitate the realization of the Charged Premises, the Agent may, subject to applicable law, enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Premises and use all or any of the equipment and other personal property of the Debtor for such time as the Agent requires to facilitate such realization, free of charge (as between the Debtor and the Agent), and the Beneficiaries shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;

(d) the Agent may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;

(e) the Agent may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Premises, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and

(f) any proceeds of realization of the Charged Premises may be applied by the Agent to the payment of expenses in connection with the preservation and realization of the Charged Premises as above described and any balance of such proceeds shall be applied by the Agent to payment of any amount owing by the Debtor to the Agent in such order as the Agent may see fit; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Agent has knowledge and may be applied or retained as reserves against potential claims that the Agent or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to applicable law) be paid to the Debtor.

(3) Any Receiver shall be entitled to exercise all rights and powers of the Agent hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the

agent of the Debtor and not of the Agent and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

(4) The Debtor hereby irrevocably appoints the Agent attorney on its behalf to sell or transfer the Charged Premises, to deal with the real property forming part of the Charged Premises and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Premises and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Premises or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5 GENERAL

Expenses

5.1 The Debtor shall pay to the Agent forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees on a solicitor and client basis, incurred by the Agent in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this Debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

5.2 This Debenture may be pledged by the Debtor as security for its indebtedness and liabilities. While this Debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness secured by this Debenture shall reduce the amount owing under this Debenture unless specifically appropriated to and noted on this Debenture by the Agent at the time of payment.

Not Negotiable

5.3 This Debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Agent are no greater than the rights of the Agent, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Agent would have been subject to.

No Waiver, Remedies

5.4 No failure on the part of the Beneficiaries or the Agent on their behalf to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

5.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given in such manner as is set forth in the Credit Agreement. The address for service for the Agent is 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9, and the

address for service for the Debtor is c/o Monette Farms Ltd., P.O. Box 1298, Swift Current, Saskatchewan, S9H 3X4.

Additional Security

5.6 This Debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Beneficiaries.

Headings; References to Debenture

5.7 The division of this Debenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Debenture. The terms "this Debenture", "hereof", "hereunder" and similar expressions refer to this Debenture and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Debenture.

Number; Gender; Persons

5.8 In this Debenture words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Governing Law

5.9 This Debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

5.10 The Debtor hereby attorns and submits to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

5.11 This Debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation resulting from an amalgamation with the Debtor) except that the Debtor may not assign its obligations under this Debenture without the prior written consent of the Agent. This Debenture shall benefit the successors and permitted assigns of the Beneficiaries.

Time of the Essence

5.12 Time shall be of the essence with regard to this Debenture.

Discharge

5.13 The Debtor shall not be discharged from the Charge, this Debenture or any of its obligations hereunder except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

Waiver of Financing Statement, Etc.

5.14 The Debtor hereby waives the right to receive from the Agent or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture.

No Merger

5.15 No item or part of this Debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this Debenture or the Credit Agreement, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Beneficiaries under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Saskatchewan Waiver

5.16 The Debtor agrees that:

(a) *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in that Act, with respect to this Debenture or any agreement renewing, extending or collateral to this Debenture; and

(b) *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:

(i) this Debenture;

(ii) any mortgage, charge or other security for the payment of money made, given or created by this Debenture;

(iii) any agreement or instrument renewing or extending or collateral to this Debenture or renewing or extending or collateral to any mortgage, charge or other security referred to or mentioned in Section 5.16(b)(ii); or

(iv) the rights, powers, remedies of the Agent and of the other Beneficiaries under this Debenture or under any mortgage, charge, other security, agreement or instrument referred to or mentioned in Sections 5.16(b)(ii) or 5.16(b)(iii).

Expropriation

5.17 The Debtor hereby waives the provisions of sections 49 and 52 of the *Expropriation Act* (Alberta) and any legislation enacted in place thereof.

***Insurance Act* Waiver**

5.18 In the event that the Agent elects to apply any proceeds of insurance to the payment of the obligations secured, the Debtor hereby irrevocably waive the rights, benefits and provisions of any and all statutory provisions which may require that proceeds of insurance be used to restore or rebuild the improvements, including, without limitation, the *Fires Prevention (Metropolis) Act, 1774* and the *Insurance Act* (Alberta) and any legislation in substitution therefore.

Alberta Statutory Covenants

5.19 The Debtor hereby covenant and agree that:

(a) it is the registered and beneficial owner of the Charged Premises;

(b) it has the right to mortgage its interest in the Charged Premises;

(c) when the Charge becomes enforceable, the Agent shall have quiet possession of its interest in the Charged Premises, free from all encumbrances except for the Permitted Encumbrances (as defined in the Credit Agreement);

(d) it will execute such further assurances of its interest in the Charged Premises as may be requisite; and

(e) it has done no act to encumber its interest in the Charged Premises except for the Permitted Encumbrances.

Alberta Charge

5.20 For the better securing to the Agent (as mortgagee hereunder) the repayment in the manner aforesaid of the Principal Sum and interest and other obligations secured hereby, the Debtor (as mortgagor hereunder) DOES HEREBY mortgage to the Agent all of its estate and interest in the Charged Premises.

Evergreen Grant

5.21 For the purposes of Section 13(2) of the AB PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be novated and re-granted each year on the anniversary date of this Debenture, without any further action of the Debtor or the Agent. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Debenture is discharged by the Agent pursuant to Section 5.13 hereof.

References to Debtor

5.22 [All references in this Debenture to covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Debtor" shall, as the context requires, be and shall be construed as being by the partners of • on behalf of and in respect of such partnership.] [Note: Insert Section 5.22, with appropriate conforming changes, for a Debenture from a general partnership; insert similar provisions, with additional conforming changes, for a Debenture from a limited partnership, trust or other unincorporated entity.]

Conflict of Terms; Entire Agreement

5.23 This Debenture has been entered into as collateral security for the Obligations, the Lender Financial Instrument Obligations (as defined in the Credit Agreement) and the Bank Product Obligations (as defined in the Credit Agreement) and is subject to all the terms and conditions of the Credit Agreement, the Bank Products (as defined in the Credit Agreement) and the Lender Financial Instruments (as defined in the Credit Agreement) and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Bank Products or the Lender Financial Instruments, the rights and obligations of the Debtor, the Agent and the Beneficiaries shall be governed by the provisions of the Credit Agreement, the Bank Products and the Lender Financial Instruments (as applicable). This Debenture together with the Credit Agreement, the Lender Financial Instruments, the Bank Product documentation and all other Documents constitute the entire agreement between the Debtor and the Agent with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Debtor has executed this Debenture as of the date first written above.

• [INSERT NAME OF RELEVANT LOAN PARTY]

Per: _____
Name:
Title:

Schedule "A"

Lands

[Legal description of lands to be inserted]

Facilities

[Nil.] OR [Insert description of Facilities]

Agreements and Instruments

[Nil.] OR [Insert description of agreements and instruments]

SCHEDULE H-9

THIS DEBENTURE PLEDGE AGREEMENT made as of •, 20•;
(• [Insert name of relevant Loan Party])

Description of Fixed and Floating Charge Demand Debenture

Principal Sum: $2,000,000,000 Canadian Dollars

Interest Rate: 21.0% per annum

Date: •, 20•

WHEREAS:

A. The Bank of Nova Scotia and certain other lenders (collectively, the "**Lenders**") and The Bank of Nova Scotia in its capacity as agent on behalf of the Lenders (in that capacity, the "**Agent**") have entered into a fifth amended and restated credit agreement with Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farms USA, Inc. and Darrel Noel Monette (collectively, the "**Borrowers**"), as borrowers, originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") pursuant to which the Lenders have agreed to make credit facilities available to the Borrowers;

B. ● **[Insert name of relevant Loan Party]** (the "**Debtor**") is an Affiliate of the Canadian Borrower and has executed and delivered to the Agent and the Lenders a guarantee made as of the date hereof (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Guarantee**") wherein, *inter alia*, the Debtor has guaranteed all present and future Obligations (as defined in the Guarantee);

C. In order to secure the payment and performance of all present and future Obligations (as hereinafter defined) of the Debtor to the Agent, the Lenders, the Bank Product Affiliates and the Hedging Affiliates (collectively, the "**Beneficiaries**"), the Debtor has created and issued to the Agent the debenture described above (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Debenture**");

D. The purpose of this Debenture Pledge Agreement is to set forth the terms and conditions upon which the Debenture is to be held by the Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees and covenants with the Agent as follows:

1. The Debtor hereby grants a security interest in and deposits with and pledges to the Agent the Debenture to be held by the Agent as general and continuing collateral security for the payment and performance of all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (b) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates

and (c) all obligations, liabilities and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (collectively, the "**Obligations**").

2. The Agent shall neither demand payment pursuant to the Debenture nor enforce the security constituted thereby unless the Agent shall be entitled to do so pursuant to the provisions of the Credit Agreement and the other agreements, instruments or documents establishing, creating or evidencing any Obligations (collectively, the "**Credit Documents**"), but thereafter the Agent may at any time exercise and enforce all of the rights and remedies of a holder of the Debenture as if the Agent was the absolute owner thereof without notice to or control by the Debtor, and any such remedy may be exercised separately or in combination with, and shall be in addition to and not in substitution for, any other right or remedy of the Agent and the Beneficiaries however created, provided that the Agent shall not be bound to exercise any such right or remedy.

3. Subject to the requirements of applicable law, the Agent shall not be bound under any circumstances to realize upon or under the Debenture and shall not be responsible to the Debtor for any loss occasioned by any sale or other dealing with the Debenture or the Charged Premises (as defined in the Debenture) or by the retention of or failure to sell or otherwise deal with the same.

4. The proceeds of or any other amount received pursuant to the Debenture shall be applied by the Agent on account of the Obligations in such order as set out in the Credit Agreement without prejudice to the Agent's or the Beneficiaries' claim upon the Debtor for any deficiency. Subject to the requirements of applicable law, any surplus realized by the Agent in excess of the Obligations shall be paid over to the Debtor.

5. Subject to paragraph 2 hereof, the Agent shall not be obliged to exhaust its recourse against the Debtor, any other person or persons, or any other security it may hold with respect to the Obligations before realizing upon, under, or otherwise dealing with the Debenture in such manner as the Agent sees fit. The Agent and the other Beneficiaries may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with other parties, sureties or securities as they may see fit, without prejudice to the liability of the Debtor or the Agent's or the other Beneficiaries' rights in respect of the Debenture.

6. Notwithstanding the stated interest rate per annum in the Debenture, payment to the Beneficiaries or, in the case of Obligations payable pursuant to the Credit Agreement, the Agent for the account of the Lenders, of the relevant interest, fees and other amounts owing under the Credit Documents for any period in respect of the Obligations at the current rate at which the Obligations bear interest for such period pursuant to the Credit Documents shall be deemed to be payment in satisfaction of the interest payment for the same period under the Debenture.

7. The Debenture shall not operate by way of merger of any of the Obligations and no judgment recovered by the Agent or the other Beneficiaries shall operate by way of merger of or in any way affect the security of the Debenture which is in addition to and not in substitution for any other security now or hereafter held by the Agent or the other Beneficiaries with respect to the Obligations.

8. Notwithstanding the form and terms of the Debenture and the provisions of this Debenture Pledge Agreement, (a) the Agent shall not claim or realize an amount under or in respect of the Debenture in excess of the aggregate Obligations (for certainty, the Obligations being determined (i) without including the stated Principal Sum (as defined in the Debenture) of the Debenture and (ii) subject to paragraph 6 hereof, without reference to the stated interest rate per annum in the Debenture) from time to time, of the

Debtor to the Agent and the Beneficiaries and (b) the provisions of this Debenture Pledge Agreement and the Debenture, in particular, but without limitation, Sections 2.2 and 3.1 of the Debenture, are subject to the provisions of the Guarantee and the Credit Agreement relating to the subject matter thereof. If there are any express conflicts or inconsistencies between the terms of the Guarantee, the Credit Agreement and the Debenture or this Debenture Pledge Agreement, then the terms of the Guarantee and the Credit Agreement, as applicable, shall govern in all respects to the extent necessary to eliminate such express conflicts or inconsistencies.

9. Upon payment and satisfaction in full of the Obligations and cancellation in full of the credit facilities established under the Credit Agreement when none of the Beneficiaries has other credit facilities in favour of or any obligation to provide credit to the Debtor, the Agent shall, at the request of the Debtor, deliver up the Debenture to the Debtor and shall, at the request and expense of the Debtor, execute and deliver to the Debtor releases, discharges and such other instruments as shall be required to effectively discharge the Charge (as defined in the Debenture).

10. Time shall be of the essence with regard to this Debenture Pledge Agreement.

11. Capitalized terms used herein without express definition shall have the same meanings ascribed thereto as are set forth in the Credit Agreement.

12. This Debenture Pledge Agreement shall enure to the benefit of and be binding upon the Debtor, the Agent and the other Beneficiaries and their respective successors and permitted assigns.

13. The parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture Pledge Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture Pledge Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of either party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

14. This Debenture Pledge Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta.

15. The Debtor hereby waives the right to receive from the Agent or the Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture Pledge Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture Pledge Agreement.

16. [All references in this Debenture Pledge Agreement to covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Debtor" shall, as the context requires, be and shall be construed as being by the partners of • on behalf of and in respect of such partnership.] [Note: Insert Section 16, with appropriate conforming changes, for a Debenture Pledge Agreement from a general partnership; insert similar provisions, with additional conforming changes, for a Debenture Pledge Agreement from a limited partnership, trust or other unincorporated entity.]

17. The Debtor may not assign its obligations under this Debenture Pledge Agreement without the prior written consent of the Agent.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

• [INSERT NAME OF RELEVANT LOAN PARTY]

Per: _____
Name:
Title:

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE H-10

GENERAL SECURITY AGREEMENT
(• [Insert name of relevant Loan Party])

THIS AGREEMENT made as of ●, 20●

B E T W E E N :

• **[INSERT NAME OF RELEVANT LOAN PARTY]**, a ● existing under the laws of ● (hereinafter referred to as the "**Debtor**")

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, in its capacity as Agent (hereinafter referred to as the "**Secured Party**")

WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of the Obligations (as hereinafter defined), the security interest and assignment, mortgage and charge granted herein;

AND WHEREAS the Lenders, the Bank Product Affiliates and the Hedging Affiliates have appointed and authorized the Secured Party to act as their agent and attorney for the purpose of holding security granted by the Debtor;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, this Section and any schedules or attachments hereto, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "Beneficiary" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Borrowers**" means, collectively, Monette Farms Ltd., Monette Farms USA, Inc. and Darrel Noel Monette and each of their successors and permitted assigns.

"**Charge**" means the security interests, assignments, mortgages and charges created hereunder.

"**Collateral**" has the meaning set out in Section 2.1.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between the Borrowers, as borrowers, the Secured Party, as agent, and the Lenders, as lenders, relating to the establishment of certain credit facilities in favour of the Borrowers, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Guarantee**" means the guarantee made as of even date herewith by the Debtor in favour of the Beneficiaries, as the same may be amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Obligations**" means, collectively and at any time and from time to time, all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (b) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (c) all liabilities, obligations and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

1.2 Definitions used in the Credit Agreement

Capitalized terms used herein without express definition shall, unless something in the subject matter or context is inconsistent therewith, have the same meanings as are ascribed to such terms in the Credit Agreement.

1.3 *Personal Property Security Act* (Alberta) Definitions

The terms "accessions", "accounts", "chattel paper", "documents of title", "goods", "instruments", "intangibles", "inventory", "investment property" "money" and "proceeds" whenever used herein shall have the meanings given to those terms in the *Personal Property Security Act* (Alberta) (the "**PPSA**"), as now enacted or as the same may from time to time be amended, re-enacted or replaced.

1.4 Headings and References

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.5 Included Words

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders, words importing persons shall

include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.6 Calculation of Interest

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.7 Schedules

Any schedule to this Agreement is incorporated by reference and shall be deemed to be part of this Agreement.

1.8 [References to Debtor]

[All references in this Agreement to representations and warranties by, covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Debtor" shall, as the context requires, be and shall be construed as being by the partners of • on behalf of and in respect of such partnership.] [Note: Insert Section 1.8, with appropriate conforming changes, for an Agreement by a general partnership; insert similar provisions, with additional conforming changes, for an Agreement by a limited partnership, trust or other unincorporated entity.]

ARTICLE 2
GRANT OF SECURITY

2.1 Security

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby pledges, hypothecates, assigns, charges, conveys, sets over and transfers unto the Secured Party for the benefit of the Beneficiaries and grants to the Secured Party a security interest in all of the present and future undertaking, assets and property, both real and personal of the Debtor including, without limitation, all present and after-acquired personal property of the Debtor (collectively, the "**Collateral**"), and as further general and continuing security for the payment and performance of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral to the Secured Party (with respect to real property, as and by way of a floating charge). Without limiting the generality of the foregoing, the Collateral shall include all right, title and interest that the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in all property of the following kinds:

(a) Accounts Receivable: all debts, accounts, accounts receivables, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the "**Receivables**");

(b) Inventory: all inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all goods held for sale or lease, or furnished or to be furnished under contracts for service, or that are work in progress, or that are raw materials used or consumed in the business of the Debtor (collectively, the "**Inventory**");

(c) Equipment: all goods, machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not Inventory, including, without limiting the generality of the foregoing, the tangible personal property described in any schedule hereto executed by both the Debtor and the Secured Party;

(d) Chattel Paper: all chattel paper;

(e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(f) Investment Property and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other investment property including, without limitation, securities accounts, financial assets, securities entitlements and all instruments (collectively, the "**Securities**");

(g) Intangibles: all intangibles not described in Section 2.1(a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;

(h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(i) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in Sections 2.1(a) to (h) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;

(j) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in Sections 2.1(a) to (i) inclusive; and

(k) Proceeds: all proceeds of the property described in Sections 2.1(a) to (j) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for the loss of or damage to such property;

provided that the Charge shall not: (i) extend, include or apply to the last day of the term of any lease now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said Charge, the Debtor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said Charge, (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound or (iii) extend to, and the Collateral shall not include any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of, or permit

any person to terminate, the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

2.2 Attachment of Security Interest

The Debtor acknowledges (i) that value has been given, (ii) that the security interest granted hereby shall attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral, (iii) it has not agreed to postpone the time of attachment of the security interest and (iv) it has received a copy of this Agreement.

2.3 Crystallization against Real Property

In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 5.1 and the Secured Party giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

2.4 Evergreen Grant

For the purposes of Section 13(2) of the PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be novated and re-granted each year on the anniversary date of this Agreement, without any further action of the Debtor or the Secured Party. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Agreement is discharged by the Secured Party pursuant to Section 6.8 hereof.

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 Representations and Warranties

The Debtor hereby represents and warrants to the Secured Party and the Beneficiaries that (and acknowledges that the Secured Party and the Beneficiaries are relying on the same):

(a) the address of the Debtor's chief executive office (as such term is utilized in the PPSA) is **[•]**;

(b) the address of the office where the Debtor keeps its records respecting the Receivables is **[•]**;

(c) all of the tangible property and assets of the Debtor, real or personal, are located in the **[Province of Saskatchewan and ●]**; and

(d) it has not granted "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

3.2 Survival of Representations and Warranties

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement notwithstanding any investigations or examinations which may be made by any of the Beneficiaries or their legal counsel. Such representations and warranties shall survive until this Agreement has been terminated and discharged in accordance with Section 6.8 hereof.

3.3 Covenants

The Debtor covenants with the Secured Party that the Debtor shall:

(a) not change its name or the jurisdiction of its chief executive office or the location of the office where it keeps its records respecting the Receivables without giving 15 days' prior written notice thereof to the Secured Party;

(b) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement, including, without limitation, to enforce the Charge and remedies provided hereunder, or to better evidence and perfect the Charge, and, upon the occurrence of an Event of Default, the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any receiver or receiver and manager appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;

(c) pay to the Secured Party forthwith upon demand all reasonable costs and expenses as provided in Section 14.1 of the Credit Agreement; and

(d) not grant "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

ARTICLE 4
SECURITIES; ACCOUNT DEBTORS

4.1 Registration of Securities

The Secured Party may require that the Debtor have any Securities registered in the name of the Secured Party or in the name of its nominee and shall be entitled but not bound or required to exercise any of the rights that any holder of such Securities may at any time have, provided that, until an Event of Default has occurred and is continuing, the Debtor shall be entitled to exercise all voting power from time to time exercisable in respect of the Securities and receive Distributions payable with respect to the Securities as provided for and permitted pursuant to the Credit Agreement. The Beneficiaries shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the

exercise thereof. The Debtor shall from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

4.2 Notification of Account Debtors

The Secured Party may give notice of this Agreement and the Charge granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, following the occurrence of an Event of Default that is continuing, may give notice to any such account debtors or other person to make all further payments to the Secured Party, and, after the occurrence and during the continuance of an Event of Default, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and forthwith paid over to the Secured Party on request.

4.3 Control of Investment Property

At the request of the Secured Party, the Debtor shall take all steps in order to provide "control" (within the meaning of the PPSA) to the Secured Party of all Investment Property including, without limitation, delivering all share certificates relating to such Investment Property.

ARTICLE 5
REMEDIES

5.1 Remedies

(a) Upon the occurrence and during the continuance of any Event of Default any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable and, in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently, or both, and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

(i) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Collateral (which term when used in this Section 5.1 shall include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 5.1 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;

(iii) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(iv) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;

(v) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;

(vi) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Collateral or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any officer or duly authorized representative of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Collateral by, from, through or under the Debtor;

(vii) the Secured Party may accept the Collateral in satisfaction or partial satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law;

(viii) the Secured Party may borrow money on the security of the Collateral for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Collateral in priority to the Charge;

(ix) the Secured Party may enter upon, occupy and use all or any of the Collateral occupied by the Debtor and use all or any of the Collateral for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party and the Beneficiaries will not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges, depreciation or damages in connection with such actions;

(x) the Secured Party may charge on its own behalf and pay to others all amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at a rate per annum equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum and (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility

plus 2.0% per annum, shall be added to and form part of the Obligations hereby secured; and

(xi) the Secured Party may discharge any claim, Security Interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with all reasonable costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured.

(b) The Secured Party and the Beneficiaries may:

(i) grant extensions of time;

(ii) take and perfect or abstain from taking and perfecting security;

(iii) give up securities;

(iv) accept compositions or compromises;

(v) grant releases and discharges; and

(vi) release any part of the Collateral or otherwise deal with the Debtor, debtors and creditors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit,

without prejudice to the liability of the Debtor to the Secured Party and the Beneficiaries or the Beneficiaries' rights hereunder.

(c) The Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral.

(d) The Secured Party shall apply any proceeds of realization of the Collateral to payment of reasonable expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party shall apply any balance of such proceeds to payment of the Obligations in accordance with the Credit Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party and the Beneficiaries forthwith on demand. Subject to the requirements of applicable law, any surplus realized in excess of the Obligations shall be paid over to the Debtor.

(e) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

ARTICLE 6
GENERAL

6.1 Benefit of the Agreement

This Agreement shall be binding upon the successors and permitted assigns of the Debtor and shall benefit the successors and permitted assigns of the Secured Party and other Beneficiaries.

6.2 Conflict of Terms; Entire Agreement

This Agreement has been entered into as collateral security for the Obligations and is subject to all the terms and conditions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments or the documents in respect of Bank Products, the rights and obligations of the Debtor, Secured Party and Beneficiaries shall be governed by the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products, as applicable. This Agreement together with the Credit Agreement, the Guarantee, the Lender Financial Instruments, the documents in respect of Bank Products and all other Documents constitute the entire agreement between the Debtor and the Secured Party with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

6.3 No Waiver

No delay or failure by the Beneficiaries in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

6.4 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

6.5 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, facsimile or other electronic means, addressed to the recipient as follows:

To the Debtor:

● [Insert name of relevant Loan Party]
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile No.: (306) 627-3793

To the Secured Party:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

or such other address, electronic communication number, or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication during normal business hours at the place of receipt on a Banking Day shall be conclusively deemed to have been made or given at the time of actual delivery or transmittal, as the case may be, on such Banking Day. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication after normal business hours at the place of receipt or otherwise than on a Banking Day shall be conclusively deemed to have been made or given at 9:00 a.m. (Calgary time) on the first Banking Day following actual delivery or transmittal, as the case may be.

6.6 Modification; Waivers; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by the Debtor and the Secured Party. No waiver of any provision of this Agreement by the Secured Party shall be effective unless the same is in writing and signed by the Secured Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The rights of the Secured Party (including those of any Beneficiary) under this Agreement may only be assigned in accordance with the requirements of the Credit Agreement, the applicable document in respect of Bank Products or applicable Lender Financial Instrument (as the case may be). The Debtor may not assign its obligations under this Agreement. Any assignee of a Beneficiary shall be bound hereby, *mutatis mutandis*.

6.7 Additional Continuing Security

This Agreement and the Charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or the Beneficiaries and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

6.8 Discharge

The Debtor and the Collateral shall not be discharged from the Charge or from this Agreement except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

6.9 No Release

The loss, injury or destruction of the Collateral shall not operate in any manner to release or discharge the Debtor from any of its liabilities to the Beneficiaries.

6.10 No Obligation to Act

Notwithstanding any provision of this Agreement or any other Document or the operation, application or effect hereof, the Secured Party, the other Beneficiaries or any Receiver, or any representative or agent acting for or on behalf of the foregoing, shall not have any obligation whatsoever to exercise or refrain from exercising any right, power, privilege or interest hereunder or to receive or claim any benefit hereunder.

6.11 Admit to Benefit

Subject to Section 6.6, no person other than the Debtor and the Beneficiaries shall have any rights or benefits under this Agreement, nor is it intended that any such person gain any benefit or advantage as a result of this Agreement nor shall this Agreement constitute a subordination of any security in favour of such person.

6.12 Time of the Essence

Time shall be of the essence with regard to this Agreement.

6.13 Waiver of Financing Statement, etc.

The Debtor hereby waives the right to receive from the Secured Party or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Agreement.

6.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

6.15 Saskatchewan Waiver

The Debtor agrees that the *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement or any agreement renewing, extending or collateral to this Agreement.

6.16 Attornment

The Debtor and each of the Beneficiaries each hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action or proceeding arising under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or any Beneficiary to commence any action or proceeding relating hereto

in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action, proceeding or matter relating hereto.

6.17 Executed Copy

The Debtor hereby acknowledges receipt of a fully executed copy of this Agreement.

6.18 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

[INSERT NAME OF RELEVANT LOAN PARTY]

Per: _____
Name:
Title:

THE BANK OF NOVA SCOTIA,
as Agent and Secured Party

Per: _____
Name:
Title:

SCHEDULE H-11

● [INSERT NAME OF RELEVANT LOAN PARTY]

GUARANTEE

MADE AS OF ●, 20●

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● [INSERT NAME OF RELEVANT LOAN PARTY]

GUARANTEE

THIS GUARANTEE is made as of ●, 20●

WHEREAS the Guarantor is an Affiliate of the Canadian Borrower;

AND WHEREAS the Guarantor has agreed to provide a guarantee with respect to the Credit Facilities provided by the Lenders pursuant to the Credit Agreement and with respect to the Lender Financial Instrument Obligations and the Bank Product Obligations;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of Cdn. $10.00 now paid by the Beneficiaries to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Guarantor hereby covenants and agrees with the Beneficiaries as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

(a) In this Guarantee and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "**Beneficiary**" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Beneficiaries' Counsel**" means Dentons Canada LLP or such other firm of lawyers as may be selected by the Beneficiaries from time to time.

"Canadian Borrower" means Monette Farms Ltd. and its successors and permitted assigns.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024, between the Canadian Borrower, Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, The Bank of Nova Scotia and such other financial institutions as are or may become parties thereto, as lenders, and The Bank of Nova Scotia as agent of such lenders, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Default Rate**" means a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum.

"**Documents**" means, collectively, the Documents as defined in the Credit Agreement together with any and all Lender Financial Instruments.

"**Excluded Swap Obligations**" means, with respect to the Guarantor, any Swap Obligation if (and only if), and to the extent that, all or a portion of this Guarantee, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Guarantee**" means this guarantee, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Guarantor**" means ● **[Insert name of relevant Loan Party]** and its successors and permitted assigns.

"**Loan Parties**" means, collectively, Darrel Noel Monette, Monette Farm Family Trust and the Loan Parties (as such term is defined in the Credit Agreement), excluding the Guarantor, and "Loan Party" means any one of them.

"**Obligations**" means, collectively and at any time and from time to time, except for Excluded Swap Obligations, all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Loan Parties to any of the Beneficiaries or to all of them including, without limitation, (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and other Documents and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Loan Parties under the Credit Agreement and other Documents, (ii) all Bank Product Obligations of the Loan Parties of or owing by the Loan Parties to any and all Lenders and Bank Product Affiliates and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Loan Parties to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, the Guarantor and each Loan Party (that provides a guarantee to the Beneficiaries) and that has total assets exceeding U.S. $10,000,000 at the time the relevant guarantee or grant of the

relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

(b) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement (except, for certainty, the term "Loan Parties" which shall have the meaning described herein). For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantee. The terms "this Guarantee", "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

1.3 Number; persons; including

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, limited and unlimited liability companies, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 *Interest Act* (Canada)

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.5 Nominal Rates

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Guarantee; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after demand, default and judgment. The rates of interest specified in this Guarantee are intended to be nominal rates and not effective rates and any interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

1.6 [References to Guarantor]

[All references in this Guarantee to representations and warranties by, covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Guarantor" shall, as the context requires, be and shall be construed as being by the partners of • on behalf of and in respect of such partnership.] [Note: Insert Section 1.6, with appropriate conforming changes, for a guarantee by a general partnership; insert similar provisions, with additional conforming changes, for a guarantee by a limited partnership, trust or other unincorporated entity.]

ARTICLE 2
GUARANTEE

2.1 Guarantee of Obligations

The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiaries the payment and performance of all of the Obligations, together with interest thereon as provided in Section 5.4.

2.2 Indemnity

If any or all of the Obligations are not duly paid or performed by the Loan Parties and are not recoverable under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Beneficiaries from and against all losses resulting from the failure of the Loan Parties to pay and perform such Obligations.

2.3 Guarantor as Principal Obligor

If any or all of the Obligations are not duly paid or performed by the Loan Parties after demand therefor and are not recoverable under Section 2.1 or the Beneficiaries are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations shall, as a separate and distinct obligation, be recoverable by the Beneficiaries from the Guarantor as the primary obligor and principal debtor in respect thereof and shall be paid to the Beneficiaries forthwith after demand therefore as provided herein.

2.4 Guarantee Absolute and Unconditional

The liability and obligations of the Guarantor hereunder shall be continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not

be released, discharged, limited or otherwise affected by, and the Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the Obligations, covenants or undertakings of the Loan Parties under the Documents;

(b) any modification or amendment of or supplement to the Obligations;

(c) any loss of or in respect of any security held by the Beneficiaries, whether occasioned by the fault of the Beneficiaries or otherwise, including any release, non-perfection or invalidity of any such security;

(d) any change in the existence, structure, constitution, name, control or ownership of a Loan Party or any other person, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Loan Parties or any other person or their respective assets;

(e) the existence of any set-off, counterclaim, claim or other right which the Guarantor or the Loan Parties may have at any time against the Beneficiaries or any other person, whether in connection with the Credit Agreement, this Guarantee or any unrelated transaction;

(f) any provision of applicable law purporting to prohibit or limit the payment by the Loan Parties of any Obligation, and the foregoing is hereby waived by the Guarantor to the extent permitted under applicable law;

(g) any limitation, postponement, prohibition, subordination or other restriction on the right of a Beneficiary to payment of the Obligations;

(h) any release, substitution or addition of any other guarantor of the Obligations;

(i) any defence arising by reason of any failure of any Beneficiary to make any presentment, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non-payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations;

(j) any defence arising by reason of any failure of a Beneficiary to proceed against any of the Loan Parties or any other person, or to apply or exhaust any security held from any of the Loan Parties or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Beneficiaries;

(k) any defence arising by reason of the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any security or guarantee in support thereof, or by reason of any incapacity, lack of authority, or other defence of

any of the Loan Parties or any other person, or by reason of any limitation, postponement or prohibition on a Beneficiary's rights to payment, or the cessation from any cause whatsoever of the liability of any of the Loan Parties or any other person with respect to all or any part of the Obligations (other than irrevocable payment to the Beneficiaries in full, in cash, of the Obligations), or by reason of any act or omission of the Beneficiaries or others which directly or indirectly results in the discharge or release of any of the Loan Parties or any other person or of all or any part of the Obligations or any security or guarantee therefor, whether by contract, operation of law or otherwise;

(l) any defence arising by reason of the failure by a Beneficiary to obtain, register, perfect or maintain a Security Interest in or upon any property of any of the Loan Parties or any other person, or by reason of any interest of the Beneficiaries in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral;

(m) any defence arising by reason of the failure of the Beneficiaries to marshal assets;

(n) to the extent permitted under applicable law, any defence based upon any failure of the Beneficiaries to give to any of the Loan Parties or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(o) **[the fact that a Loan Party has a general partnership interest in the Guarantor;] [Note: Insert subparagraph (o) if applicable.]**

(p) any defence based upon or arising out of any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any of the Loan Parties or any other person, including any discharge or bar against collection of any of the Obligations; or

(q) any other law, event or circumstance or any other act or failure to act or delay of any kind by the Loan Parties, the Beneficiaries or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the Beneficiaries is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Loan Parties for reimbursement, the Guarantor's right to recover contribution from any other guarantor or any other right or remedy of the Guarantor.

ARTICLE 3
DEALINGS WITH THE LOAN PARTIES AND OTHERS

3.1 No Release

The Beneficiaries may, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability and obligations hereunder:

(a) grant time, renewals, extensions, indulgences, releases and discharges to the Loan Parties or any other guarantor or endorser;

(b) take or abstain from taking security or collateral from the Loan Parties or any other guarantor or endorser or from perfecting security or collateral of the Loan Parties or any other guarantor or endorser;

(c) accept compromises from the Loan Parties or any other guarantor or endorser;

(d) subject to the Documents, apply all money at any time received from a Loan Party or any of them or from security upon such part of the Obligations as the Beneficiaries may see fit or change any such application in whole or in part from time to time as the Beneficiaries may see fit; or

(e) otherwise deal with the Loan Parties and all other persons and security as the Beneficiaries may see fit.

3.2 No Exhaustion of Remedies

The Beneficiaries shall not be bound or obligated to exhaust their recourse against any of the Loan Parties or any other person or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 5) before the Beneficiaries shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

3.3 Evidence of Obligations

Any account settled or stated in writing by or between a Beneficiary or the Beneficiaries, as the case may be, and the Loan Parties shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

3.4 No Set-off

In any claim by the Beneficiaries against the Guarantor hereunder, the Guarantor shall not claim or assert any set-off, counterclaim, claim or other right that the Loan Parties or the Guarantor may have against one or more of the Beneficiaries.

ARTICLE 4
CONTINUING GUARANTEE

4.1 Continuing Guarantee

This Guarantee shall be a continuing guarantee and shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is

rescinded or must otherwise be returned by any Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), all as though such payment had not been made.

4.2 Revival of Indebtedness

If at any time, all or any part of any payment previously received by a Beneficiary and applied to any Obligation must be rescinded or returned by the Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), such Obligation shall, for the purpose of this Guarantee, to the extent that such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Beneficiary, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Beneficiary had not been made.

ARTICLE 5
DEMAND FOR PAYMENT, EXPENSES AND INTEREST

5.1 Demand for Payment

The Beneficiaries shall be entitled to make demand upon the Guarantor at any time during the continuance of an Event of Default and upon any such demand the Beneficiaries may treat all Obligations as due and payable and may forthwith collect from the Guarantor all Obligations. The Guarantor shall make payment to or performance in favour of the Beneficiaries of all Obligations forthwith after demand therefor is made upon the Guarantor by the Beneficiaries as aforesaid.

5.2 Stay of Acceleration

If acceleration of the time for payment of any amount payable by any of the Loan Parties in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of any of the Loan Parties or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiaries.

5.3 Expenses

The Guarantor shall pay to the Beneficiaries all reasonable out of pocket costs and expenses as provided in Section 14.1 of the Credit Agreement.

5.4 Interest

Any payment obligation comprised in the Obligations guaranteed hereunder which is not paid when due hereunder shall bear interest, to the extent not already included in the Obligations, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment at the rate or rates provided in the relevant Document for such Obligations or, in the event no such rate is provided for therein, at a rate per annum that is equal to the Default Rate. Any other amounts payable pursuant hereto, including pursuant to Section 5.3, which are not paid when due hereunder shall bear interest, both before and after default or judgment, from the date of

demand pursuant to Section 5.1 to the date of payment or reimbursement thereof by the Guarantor at a rate per annum that is equal to the Default Rate. All such interest shall accrue daily and shall be payable by the Guarantor on demand by the Beneficiaries.

ARTICLE 6
SUBROGATION

6.1 Subrogation

(a) Until all the Obligations have been irrevocably paid in full in cash, the Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by applicable law, any right to enforce any remedy which the Beneficiaries now have or may hereafter have against the Loan Parties in respect of the Obligations, and until such time the Guarantor waives any benefit of, and any right to participate in, any security, now or hereafter held by the Beneficiaries for the Obligations.

(b) If (i) the Guarantor performs or makes payment to the Beneficiaries of all amounts owing by the Guarantor under this Guarantee, and (ii) the Obligations are performed and irrevocably paid in full then the Beneficiaries will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of the Beneficiaries' interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; COVENANTS

7.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Beneficiaries and acknowledges and confirms that each of the Beneficiaries is relying upon such representations and warranties:

(a) Status and Authority

It is a **[corporation]** existing under the laws of **[●]**, is validly existing under those laws and is registered to carry on business in all jurisdictions in which the failure to be so registered would reasonably be expected to have a Material Adverse Effect and has all **[corporate]** authority, capacity and powers and all material Governmental Authorizations required to carry on its business as now conducted.

(b) Valid Authorization

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which it is a party (i) is within the Guarantor's **[corporate]** authority, capacity and power, (ii) has been duly authorized by all necessary corporate and other action and such authorizations remain in full force and effect, (iii) requires no Governmental Authorization or action by or in

respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under **[its constating documents,]** any provision of applicable law by which it is bound or to which any of its assets are subject, or cause a limitation on its powers (or, to the extent applicable, the powers of its directors) to be exceeded, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of its Affiliates (other than, in the case of (iii) and (iv) above, pursuant to the Security).

(c) Enforceability of Documents

This Guarantee and each of the other Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(d) Eligible Contract Participant

It is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

7.2 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.

7.3 Nature of Representations and Warranties

The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigations or examinations which may be made by the Beneficiaries or Beneficiaries' Counsel. Such representations and warranties shall survive until this Guarantee has been terminated.

7.4 Covenants Contained in the Credit Agreement and Other Documents

The Guarantor hereby covenants and agrees with the Beneficiaries that the Guarantor shall observe, perform and comply with any and all of the covenants of the Borrowers contained in the Credit Agreement or other Documents that the Canadian Borrower agrees that the Guarantor and any of the other Loan Parties shall observe, perform and comply with or that the Canadian Borrower shall cause the Guarantor and such other Loan Parties to observe, perform and comply with.

7.5 Keepwell

To the extent the Guarantor is a Qualified ECP Guarantor, it hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as

may be needed from time to time by any Loan Party (that provides a guarantee to the Beneficiaries) to honour all of its obligations under its Guarantee in respect of Swap Obligations (provided, however, that the Guarantor shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section, or otherwise under this Guarantee, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Guarantor under this Section shall remain in full force and effect until discharged in accordance with the provisions of this Guarantee. The Guarantor intends that this Section constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Loan Party (that provides a guarantee to the Beneficiaries) for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE 8
SUBORDINATION AND POSTPONEMENT

8.1 Postponement

All debts and liabilities, present and future, of the Loan Parties to the Guarantor are hereby assigned to the Agent and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Agent and, upon the occurrence and during the continuance of an Event of Default, forthwith upon receipt will be paid over to the Beneficiaries, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

ARTICLE 9
GENERAL

9.1 Waiver of Notices

The Guarantor hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to this Guarantee and the obligations guaranteed hereunder, except for the demand pursuant to Section 5.1.

9.2 Benefit of the Guarantee

This Guarantee shall enure to the benefit of the respective successors and permitted assigns of the Beneficiaries and be binding upon the successors of the Guarantor.

9.3 Foreign Currency Obligations

The Guarantor shall make payment relative to each Obligation in the currency (the "**original currency**") in which the Loan Parties are required to pay such Obligation. If the Guarantor makes payment relative to any Obligation to the Beneficiaries in a currency (the "**other currency**") other than the original currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment

shall constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the original currency which the Beneficiaries are able to purchase with the amount of other currency they receive on the date of receipt in accordance with normal practice. If the amount of the original currency which the Beneficiaries are able to purchase is less than the amount of such currency originally due in respect of the relevant Obligation, the Guarantor shall indemnify and save the Beneficiaries harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Guarantee, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Beneficiaries and shall continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order. A certificate of a Beneficiary as to any such loss or damage shall constitute *prima facie* evidence thereof, in the absence of manifest error.

9.4 Taxes and Set-off by Guarantor

All payments by the Guarantor under this Guarantee, whether in respect of principal, interest, interest on overdue and unpaid interest, fees or any other Obligations, shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the Guarantor is prohibited by applicable laws from doing so, in which event the Guarantor shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) forthwith pay to the Beneficiaries such additional amount so that the net amount received by the Beneficiaries will equal the full amount which would have been received by it had no such deduction or withholding been made;

(c) pay to the relevant taxation or other authorities, within the period for payment required by applicable laws, the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to this Section); and

(d) furnish to the Beneficiaries promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid.

9.5 No Waiver; Remedies

No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part

thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.7 Amendments and Waivers

Any provision of this Guarantee may be amended, waived or a consent given in respect thereof with the concurrence of the Guarantor and the Agent on behalf of the Beneficiaries. Any waiver and any consent by the Agent on behalf of the Beneficiaries under any provision of this Guarantee must be in writing signed by the Agent and may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.8 Additional Security

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees) now or hereafter held by the Beneficiaries and any other rights or remedies they might have.

9.9 Notices

Any demand, notice or other communication (hereinafter in this Section referred to as a "**Communication**") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery, telecopier or other electronic means or by registered mail addressed to the recipient as follows:

To the Agent on behalf of the Beneficiaries as follows:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

To the Guarantor:

● **[Insert name of relevant Loan Party]**
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile: (306) 627-3793

or such other address or telecopy number as may be designated by notice by any party to the other. Any Communication given by personal delivery or telecopier or other electronic means shall be conclusively deemed to have been given on the day of actual delivery or transmittal thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought

reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery, telecopier or other electronic means.

9.10 Assignment

The rights of the Beneficiaries under this Guarantee may be assigned by the Beneficiaries in accordance with the provisions of the Credit Agreement and without the consent of the Loan Parties or the Guarantor during the continuance of an Event of Default and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee.

9.11 Time of Essence

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Beneficiaries.

9.12 Financial Condition of the Loan Parties

The Guarantor is fully aware of the financial condition of each of the Loan Parties and acknowledges that it shall receive a benefit from each Loan Party entering into the Documents to which each such Loan Party is a party. The Guarantor assumes all responsibility for being and keeping itself informed of the Loan Parties' financial condition and assets, and of all other circumstances bearing upon the risk of non-payment or non-performance of the Obligations and the nature, scope and extent of the risks which the Guarantor assumes and incurs hereunder, and agrees that the Beneficiaries shall not have a duty to advise the Guarantor of information known to any of them regarding such circumstances or risks.

9.13 Acknowledgement of Documentation

The Guarantor hereby acknowledges receipt of a true and complete copy of the other Documents and all of the terms and conditions thereof.

9.14 Entire Agreement

This Guarantee and the other Documents constitute the entire agreement between the Beneficiaries and the Guarantor with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein or therein.

9.15 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.16 Attornment

The Guarantor and each of the Beneficiaries hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to this Guarantee. For the purpose of all such legal proceedings, the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Guarantee. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of the Guarantor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

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IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first written above.

● **[INSERT NAME OF RELEVANT LOAN PARTY]**

Per: _____
Name:
Title:

Per: _____
Name:
Title

SCHEDULE H-12

After recording, return to:
Alan C. Bryan
Crowley Fleck PLLP
490 North 31st Street
Billings, Montana 59101

MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING is given this ___ day of _____, 20___, by ● **[insert name of relevant Loan Party]**, a [●] **[corporation]**, with mailing address at _____ ("Mortgagor"), in favor of The Bank of Nova Scotia, for its benefit and the benefit of the other Secured Parties (as defined below), with mailing address at 6th Floor, 150 King Street West, Toronto, Ontario M5H 1J9 ("Mortgagee").

RECITALS

A. Monette Farms USA, Inc., a corporation existing under the laws of the State of Montana, Monette Farms Ltd., a corporation existing under the laws of the Province of Saskatchewan, and Darrel Noel Monette, an individual domiciled in the Province of Saskatchewan (collectively, "Borrowers"), as borrowers, The Bank of Nova Scotia and the other lenders party thereto from time to time ("Lenders"), as lenders, and Mortgagee, as administrative agent for the Lenders, entered into that certain fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "Credit Agreement"), pursuant to which, upon the terms and conditions stated therein, the Lenders agreed to make certain loans and other extensions of credit to the Borrowers.

B. Mortgagor, as guarantor, executed and delivered to Mortgagee and certain other parties identified therein as Beneficiaries, as beneficiaries, that certain Guarantee made as of ____ _____, 20___ (the "Guarantee") pursuant to which Mortgagor has guaranteed the Obligations of the Loan Parties, including without limitation (except for Excluded Swap Obligations), all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Loan Parties to any of the Beneficiaries or to all of them including: (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to Mortgagee and the Lenders under, pursuant or relating to the Credit Agreement and the other Documents and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Loan Parties under the

Credit Agreement and the other Documents, (ii) all Bank Product Obligations of the Loan Parties of or owing by the Loan Parties to any and all Lenders and Bank Product Affiliates and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Loan Parties to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again. Capitalized terms used in this Recital that are not otherwise defined in this Mortgage have the meaning ascribed to each in the Guarantee or the Credit Agreement, as applicable.

C. As a condition of the Lenders and the other Beneficiaries, including affiliates of the Lenders who enter in to hedging arrangements and cash management arrangements with Mortgagor and the other Loan Parties (collectively, the "Secured Parties") extending credit to the Borrowers pursuant to the Credit Agreement, Mortgagor must execute and deliver this Mortgage in favor of Mortgagee for its benefit and the benefit of the Secured Parties.

WHEREFORE, Mortgagor hereby irrevocably mortgages to Mortgagee, its successors and assigns, for its benefit and the benefit of the other Secured Parties, the following properties (collectively, the "Mortgaged Property"):

A. **REAL PROPERTY**: The following described real property in **[● County, [State]]**:

See Exhibit A attached hereto

together with all buildings, fixtures and improvements, all tenements, hereditaments, privileges, appurtenances, easements, privileges, rights, including private roads and all easements and rights of access, now or hereafter belonging to or used in connection with the above described property, all minerals and mineral rights, all water and water rights, including but not limited to all shares of stock and other rights in any ditch or canal company or water users association, all ditches or other conduits, and all other rights thereunto belonging or in anywise appertaining, and all wells, tanks, dams, reservoirs, dikes, embankments and other water development, storage or conservation facilities and structures; and

B. **PERSONAL PROPERTY**: All personal property in which Mortgagor has an interest, now or hereafter acquired, and wherever located, tangible or intangible, including but not limited to, all present and hereafter existing or acquired goods, equipment, inventory, farm products, crops, deposit accounts, certificates of deposit, inventory, chattel paper, letter of credit rights (whether the letter of credit is evidenced in writing), money, instruments, investment property, documents, software, records, accounts, fixtures, as-extracted collateral, commercial tort claims, insurance and insurance claims, payment intangibles and general intangibles (all as defined in the Montana Uniform Commercial Code (the "UCC")) and all attachments, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described herein; all products and proceeds of any of the property described herein; all accounts, contract rights, general intangibles, instruments, rents, monies, payments, and all other rights arising out of a sale, lease, or other disposition of any of the property described herein; all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described herein; and all records and

data relating to any of the property described herein, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Mortgagor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media; and

C. **RENTS, LEASES, PERMITS AND PROFITS**: All now owned or hereafter acquired right, title, and interest of Mortgagor in and under all leases, permits, licenses and privileges covering property used and operated in conjunction with the lands hereinabove described, including but not limited to the following, and any and all additional lands that may be added to the following (herein referred to as the "Leases"):

See Exhibit B attached hereto

Together with all renewals and replacements thereof, and all right, title, interest, claim or demand in and to all buildings, structures, fences, pumps, pumping equipment, pipes, pipe lines, wells, tanks, dams, reservoirs and other improvements and fixtures of every nature and description now or hereafter located on the lands covered by the Leases, or any part thereof, and all water and water rights located thereon or appurtenant thereto, and all rents, issues, royalties and profits now due or which may hereafter become due under or by virtue of any of the Leases; and

D. **JUDGMENTS AND AWARDS**: All awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Mortgaged Property for any taking or damaging by eminent domain, either permanent or temporary, of all or any part of the Mortgaged Property or any easement or appurtenances thereof;

E. **BUILDING MATERIALS**: All materials intended for construction, reconstruction, alteration or repairs of improvements now or hereafter erected on the Mortgaged Property, all of which materials shall be deemed to be included within the described Mortgaged Property immediately upon the delivery thereof to the Mortgaged Property; and

F. **AFTER-ACQUIRED PROPERTY**: All right, title and interest hereafter acquired in or to any of the property, real or personal, described above, hereby also releasing, relinquishing and waiving all exemptions, rights of a surviving spouse and homestead rights, in or to said property, vested or inchoate.

FOR THE PURPOSE OF SECURING:

(a) The foregoing conveyance and all grants, security interests, and assignments herein are made to secure and enforce payment and performance of all indebtedness, obligations, liabilities and undertakings of any kind or description, whether now in existence or hereafter arising, whether by acceleration or otherwise of Mortgagor to Mortgagee and any of the other Secured Parties including, without limitation, each of the following (herein collectively called the "Indebtedness"):

(i) All indebtedness, obligations, liabilities and undertakings of any kind or description, whether now in existence or hereafter arising, whether by acceleration or otherwise, under, arising out of or in connection with the Credit Agreement (including, without limitation, the Outstanding Principal (as defined in the Credit Agreement) and all interest, commissions, reasonable legal fees and other costs, charges and expenses payable under the Credit Agreement, Bank Product Obligations and Lender Financial Instrument Obligations (as each is defined in the Credit Agreement));

(ii) All of Mortgagor's payment, performance, indemnification, contractual, and other duties and obligations under and pursuant to the Guarantee, including, without limitation, all of the Obligations (as defined in the Guarantee);

(iii) Any and all present or future indebtedness, obligations and liabilities of Mortgagor incurred under, arising out of or in connection with the Credit Agreement, the Guarantee, and the other Documents (as defined in the Credit Agreement) (collectively, the "Loan Documents"), bearing interest at the rates (including variable rates as applicable) as therein provided and any and all renewals and extensions, in whole or in part, amendments, modifications (including increases, if any) and rearrangements of such indebtedness, obligations and liabilities;

(iv) Without limiting the generality of the foregoing, any and all present or future indebtedness, obligations and liabilities of Mortgagor (as principal obligor or as guarantor) incurred under, arising out of, in connection with, secured by, or evidenced by: (i) that certain Capital Facility (as defined in the Credit Agreement), however evidenced, bearing interest as provided in the Credit Agreement; and (ii) that certain Operating Facility (as defined in the Credit Agreement), however evidenced, bearing interest as provided in the Credit Agreement (all of the foregoing is subject to, in all cases, the terms and conditions of the Credit Agreement).

(v) Any and all present or future indebtedness, obligations and liabilities of Mortgagor incurred under, arising out of or in connection with the Loan Documents.

(vi) Any and all renewals, modifications, substitutions, rearrangements or extensions of any of the foregoing, in whole or in part.

(b) The Indebtedness secured by this Mortgage (exclusive of interest and the costs, expenses and all other obligations of Mortgagor to Mortgagee which are not required to be stated as part of the total principal amount of Indebtedness secured) shall not exceed at any one time the total principal amount of Cdn.$2,000,000,000 (or in the Equivalent Amount thereof), which, subject to the terms and conditions of the Loan Documents, shall also be deemed the stated principal amount of this Mortgage, provided that nothing in this Mortgage shall obligate Mortgagee or the Secured Parties to make advances or enter into transactions beyond that provided in the Loan Documents. "Equivalent Amount" means, on any date, the equivalent amount in Canadian Dollars or United States Dollars, as the case may be, after giving effect to a conversion of a specified amount of United States Dollars to Canadian Dollars or of Canadian Dollars to United States Dollars, as the case may be, at the rate of exchange for Canadian interbank transactions established by the Bank of Canada and quoted at approximately the end of

business (Toronto time) for the day in question or, if such determination is required to made prior to such time, as quoted at approximately the end of business (Toronto time) on the Banking Day (as defined in the Credit Agreement) immediately preceding the date of determination, or, if such rate is for any reason unavailable, at the spot rate quoted for wholesale transactions by Mortgagee at approximately noon (Toronto time) on that date in accordance with its normal practice.

REPRESENTATIONS AND WARRANTIES: In addition to Mortgagor's representations and warranties under Article 9 of the Credit Agreement and in any other Loan Document, and not in substitution thereof, or otherwise diminishing the representations and warranties contained therein, Mortgagor represents and warrants to Mortgagee, for its benefit and the benefit of the Secured Parties, as follows:

(a) Mortgagor is the lawful owner of and has good and marketable title to the Mortgaged Property; Mortgagor has good right and lawful authority to grant, bargain, sell, convey, warrant, mortgage, assign and pledge the same as provided herein; and the Mortgaged Property are free and clear of all mortgages, liens, pledges, charges and encumbrances, excepting only Permitted Encumbrances (as defined in the Credit Agreement) **[and those encumbrances identified in that certain ● [insert details of commitment for title insurance, if applicable]**. Mortgagor warrants and will defend the title to the Mortgaged Property against all claims and demands whatsoever not specifically excepted herein.

(b) There is no provision in any indenture, contract or agreement to which Mortgagor is a party or by which it is bound or in any order of any court or administrative agency to which Mortgagor is subject, which prohibits the execution and delivery by Mortgagor of this Mortgage, or of the Loan Documents, or the performance or observance by Mortgagor of any of the terms or conditions of this Mortgage or of the Loan Documents.

(c) The Loan Documents to which Mortgagor is a signatory and this Mortgage have been validly executed and delivered and are valid and enforceable obligations of Mortgagor in accordance with their terms.

(d) There are no actions, suits, or proceedings pending or, to the knowledge of Mortgagor, threatened against Mortgagor, or the Mortgaged Property in any court or before any foreign, federal, state, municipal or other governmental agency, which, if decided adversely to Mortgagor would have a materially adverse effect upon Mortgagor or upon the Mortgaged Property, and Mortgagor is not in default with respect to any order of any court or governmental agency.

(e) Mortgagor is not in default in the payment of the principal of or interest on any indebtedness for borrowed money and is not in default under any instrument or agreement under and subject to which any indebtedness for borrowed money has been issued, and no event has occurred under the provisions of any such instrument or agreement which with or without the lapse of time or the giving of notice, or both, constitutes or would constitute an event of default thereunder.

(f) The proceeds of the credit facilities under the Loan Documents are not to be used primarily for personal, household, or family purposes; but are to be used primarily for business purposes, including, without limitation, those purposes identified in Section 2.3 of the Credit Agreement. This representation is made fully understanding that no disclosures are required under the Federal Truth in Lending Act for business or commercial purposes nor are the notice or disclosure provisions of the Federal Fair Credit Reporting Act applicable to loans or credit unless obtained for personal, family or household purposes.

TO PROTECT THE SECURITY OF THIS MORTGAGE, AND FOR OTHER PURPOSES, IT IS AGREED:

1. **PAYMENT OF INDEBTEDNESS**. Mortgagor agrees to pay promptly when due the principal of and interest on the Indebtedness and other obligations secured hereby, including any future advances, and to pay prepayment and late charges as provided in the Loan Documents, and to perform each and every agreement and covenant contained in the Loan Documents and Indebtedness secured hereby.

2. **ESCROWS**. If requested by Mortgagee, Mortgagor agrees to pay to Mortgagee, in addition to any other payments secured hereby, on dates specified by Mortgagee, an amount estimated by Mortgagee to be sufficient to pay, as they become due, all taxes, assessments, water charges and other charges upon the Mortgaged Property and all insurance premiums on policies of insurance required hereunder. Such amounts shall be held by Mortgagee without interest and applied to the payment of such taxes, assessments, insurance premiums and other charges, provided that, upon any default hereunder, Mortgagee may, at Mortgagee's option, apply any amounts held pursuant to this paragraph to the Indebtedness secured hereby. If the actual payment for any of the items enumerated above exceeds the amounts held by Mortgagee therefor, Mortgagor shall, without demand, immediately pay to Mortgagee the amount of such deficiency. If Mortgagee does not elect the manner of payment provided in this paragraph, Mortgagor shall make such payments directly and provide to Mortgagee satisfactory evidence of such payments. Mortgagor hereby waives the limitations imposed by MCA § 71-1-113, and Mortgagor and Mortgagee agree, in accordance with MCA § 71-1-114, that funds on reserve hereunder for the payment of taxes, assessments, insurance premiums and other changes may exceed 110% of the reasonable amount needed to pay such expenses.

3. **PAYMENT OF IMPOSITIONS**. Mortgagor shall pay when due and before any penalty all taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever assessed or charged against or constituting a lien on the Mortgaged Property or any interest therein, or the indebtedness secured hereby ("Impositions"); and will upon demand furnish to Mortgagee proof of the payment of any such Impositions. In the event of a court decree or an enactment after the date hereof by any legislative authority of any law imposing upon a Mortgagee under a mortgage the payment of the whole or any part of the Impositions herein required to be paid by Mortgagor; or changing in any way the laws relating to the taxation of debts secured by mortgages or a mortgagee's interest in Mortgaged Property conveyed as security, so as to impose such Imposition on Mortgagee, then, in any such event, Mortgagor shall bear and pay the full amount of such Imposition, provided that if for any reason payment by Mortgagor of any such Imposition would be unlawful, or if the

payment thereof would constitute usury or render the indebtedness secured hereby wholly or partially usurious, Mortgagee, at its option, may declare the whole sum secured by this Mortgage with interest thereon to be immediately due and payable, without prepayment premium, or Mortgagee at its option, may pay that amount or portion of such Imposition as renders the indebtedness secured hereby unlawful or usurious, in which event Mortgagor shall concurrently pay the remaining lawful and non-usurious portion or balance of said Imposition.

4. **INSURANCE**. Mortgagor shall obtain and maintain, in full force and effect with financially sound and reputable insurers, insurance with respect to the Mortgaged Property and Mortgagor's business and against such casualties and contingencies and in such types and such amounts as shall be in accordance with customary business practices for corporations of the size and type of business and operations as Mortgagor (including, for certainty, crop insurance, revenue insurance, gross margin insurance, all-risk property insurance, comprehensive general liability insurance and business interruption insurance) to the extent such insurance is available on reasonable commercial terms, as required by the Credit Agreement. Each policy shall provide that the insurer will not cancel, refuse to renew, or materially modify such policy without giving at least thirty (30) days advance written notice to Mortgagee.

5. **LIENS**. In addition to Mortgagor's obligations under Article 10 of the Credit Agreement, and not in substitution thereof, or otherwise diminishing the obligations contained therein, and with the exception of Permitted Encumbrances, Mortgagor shall keep the Mortgaged Property free from statutory liens of every kind (including, without limitation, state and federal tax liens, liens for salaries and wage, farm laborer's liens, construction liens, loggers' liens, crop liens for seed or grain and liens for hail insurance, thresher's liens, fertilizer and pesticide liens, labor and material liens on oil and gas wells and pipelines, agisters' liens and liens for services), and shall pay promptly and discharge all encumbrances, charges and liens on the Mortgaged Property whether inferior or superior to the lien of this Mortgage. With the exception of Permitted Encumbrances, Mortgagor shall keep and maintain the Mortgaged Property free from the claims of all persons supplying labor, materials, seed or grain (or funds for the purchase of seed or grain), hail insurance, threshing or swathing services, fertilizer or pesticide, or reproductive technology services.

6. **CONTEST OF LIENS AND IMPOSITIONS**. Subject to the terms and conditions of the Loan Documents, which shall control any inconsistency between the Loan Documents and this provision, Mortgagor shall not be in default hereunder in respect to the payment of any taxes, payments in lieu of taxes, assessments, levies or other charges which Mortgagor shall be required by any provision hereof to pay so long as: (a) such matters constitute a Permitted Contest (as defined in the Credit Agreement), and (b) Mortgagor shall first notify Mortgagee in writing at least thirty (30) days prior to the due date thereof of Mortgagor's intention to contest such payment and shall thereafter, in good faith and with all possible promptness, contest such payment as a Permitted Contest; provided, however, that in addition to any such applicable requirements of the Credit Agreement: (x) Mortgagor shall furnish to Mortgagee, prior to commencing any such protest or other contest, cash or other security satisfactory to Mortgagee to indemnify Mortgagee and the other Secured Parties against any loss or liability by reason of any such protest or other contest and to pay any such taxes, assessments, levies or other charges, together with interest and penalty thereon, if any, if said contest should

fail, and (y) upon a final adjudication of any such protest or other contest, and in any event prior to the date on which the interest of Mortgagee in the Mortgaged Property will forfeit by reason of the nonpayment of any such taxes, special assessments, levies or other charges, Mortgagor shall pay the amount thereof then due. Mortgagee may, at its option, make such payment from the security deposited by Mortgagor.

7. **MAINTENANCE AND PRESERVATION OF MORTGAGED PROPERTY**. In addition to Mortgagor's obligations under Article 10 of the Credit Agreement, and not in substitution thereof, or otherwise diminishing the obligations contained therein, Mortgagor covenants and agrees as follows: (a) Mortgagor shall keep and maintain the Mortgaged Property in good condition, repair and operating condition free from any waste or misuse, and to comply with all requirements of law, municipal ordinances, regulations, restrictions, and covenants affecting the Mortgaged Property and their use, and will promptly repair or restore any buildings, improvements or structures now or hereafter on the Mortgaged Property and all fixtures therein which may become damaged or destroyed to their condition prior to any such damage or destruction; (b) keep and maintain all cattle, horses, sheep, goats, pigs, and all other livestock and all crops in good husband-like manner; (c) Mortgagor shall not, without the prior consent of Mortgagee, (i) remove, alter, or demolish any building thereon, or sever or remove any fixtures or appliances from said buildings, (ii) make any additions, alterations, or expansions to the Mortgaged Property which will alter the basic structure, materially affect the market value or change the existing architectural character of the Mortgaged Property, (iii) acquiesce in any rezoning classification, modification or restrictions affecting the Mortgaged Property or (iv) abandon or vacate the Mortgaged Property; (d) Mortgagee may enter upon and inspect the Mortgaged Property at any reasonable time as provided for in the Credit Agreement and effect whatever repairs or replacements Mortgagee may reasonably require to maintain the Mortgaged Property in good condition, including good husband-like condition (provided Mortgagee shall have no duty to make inspections and shall not incur any liability or obligation for making or not making any inspections).

8. **ENVIRONMENTAL MATTERS**. In addition to Mortgagor's obligations under Article 10 of the Credit Agreement, including, without limitation, Section 10.1(m) relating to environmental covenants, and not in substitution thereof, or otherwise diminishing the obligations contained therein, Mortgagor covenants and agrees as follows:

(a) As used in this paragraph, the following terms have the following definitions:

(1) "Hazardous Materials" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.) and by the Montana Hazardous Waste and Underground Storage Tank Act (MCA §75-10-401 et. seq.), as either may be amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.) and by the Montana Comprehensive Environmental Cleanup and Responsibility Act (MCA §75-10-701 et seq), as either may be amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) oil, petroleum, and petroleum products; (e) any substance the presence of which on the Mortgaged Property is regulated or prohibited by any Law similar to those set forth in this definition; and

(f) any other substance which by Law requires special handling in, or as a result of, its collection, storage, use, generation, treatment, transportation, disturbance, or disposal.

(2) "Hazardous Materials Contamination" means the contamination (whether presently existing or occurring after the date of this Mortgage) of the buildings, improvements, facilities, soil, ground water, air or other elements on, or of, the Mortgaged Property by Hazardous Materials, or the contamination (whether before or after the date of this Mortgage) of the buildings, improvements, facilities, soil, ground water, air or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Mortgaged Property.

(3) "Law" and "Laws" means federal, state and local laws, rules, ordinances and regulations, and orders or decrees of any court or other governmental authority having jurisdiction as may be in effect from time to time.

(b) Mortgagor represents and warrants to Mortgagee that: (1) other than Hazardous Materials which are present, stored or handled in Mortgagor's ordinary course of business in compliance with all applicable Laws, there are no Hazardous Materials located on the Mortgaged Property; (2) the Mortgaged Property have never been used as a manufacturing, storage or dump site for Hazardous Materials, nor are the Mortgaged Property affected by any Hazardous Materials Contamination; (3) to the best of Mortgagor's knowledge, no property adjoining the Mortgaged Property has ever been used as a manufacturing, storage or dump site for Hazardous Materials nor is any such property affected by Hazardous Materials Contamination; and (4) there are no underground storage tanks or underground storage tank systems located under or on the Mortgaged Property.

(c) During the term of this Mortgage and any applicable period of redemption, Mortgagor agrees:

(1) not to manufacture or to permit to be manufactured on the Mortgaged Property any Hazardous Materials. Other than Hazardous Materials which are placed, stored or handled in Mortgagor's ordinary course of business in compliance with all applicable Laws, Mortgagor shall not place, store, or handle or permit to be present, placed, stored, or handled on the Mortgaged Property any Hazardous Materials;

(2) to give notice to Mortgagee immediately upon acquiring knowledge of: (i) the presence of any Hazardous Materials on the Mortgaged Property, other than Hazardous Materials which are placed, stored or handled in Mortgagor's ordinary course of business in compliance with all applicable Laws, or (ii) of any Hazardous Materials Contamination of the Mortgaged Property, with a full description thereof in either case;

(3) to deliver to Mortgagee promptly after receipt: (i) copies of any documents received from the United States Environmental Protection Agency and/or any federal, state, county or municipal regulatory, environmental, or health agency concerning Mortgagor's operations upon the Mortgaged Property; and (ii) copies of any documents submitted by Mortgagor to the United States Environmental Protection Agency and/or any federal, state,

county or municipal regulatory, environmental, or health agency concerning Mortgagor's operations on the Mortgaged Property;

(4) to comply, and to cause any and all lessees of the Mortgaged Property to comply, with all requirements of the State of Montana Petroleum Release Compensation Board and with all statutory and regulatory requirements relating to the eligibility of the Mortgaged Property for petroleum tank release cleanup funds;

(5) to comply with present and hereafter enacted environmental Laws affecting the Mortgaged Property and Mortgagor's operations located on the Mortgaged Property. Mortgagor shall, at Mortgagor's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority under any and all environmental Laws. Should any governmental authority determine that a clean-up plan be prepared or that a remediation or a clean-up be undertaken because of any spills, releases, or discharges of Hazardous Materials on, into, or from the Mortgaged Property, then Mortgagor shall, at Mortgagor's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no expense to Mortgagee, Mortgagor shall promptly provide all information requested by Mortgagee for preparation of affidavits required by Mortgagee to determine the applicability of environmental Laws to the Mortgaged Property, and shall sign the affidavits promptly when requested to do so by Mortgagee;

(6) upon the reasonable request of Mortgagee, at any time and from time to time during the existence of this Mortgage, Mortgagor will provide at Mortgagor's sole expense an inspection or audit of the Mortgaged Property from an engineering or consulting firm approved by Mortgagee, indicating the presence or absence of Hazardous Materials on or in the Mortgaged Property. If Mortgagor fails to provide such inspection report or audit after reasonable notice, Mortgagee may order same, and Mortgagor grants to Mortgagee and its employees and agents access to the Mortgaged Property for the purpose of inspecting and testing for the presence of Hazardous Materials and Hazardous Materials Contamination. The cost of such tests shall be a demand obligation owing by Mortgagor to Mortgagee hereunder, together with interest thereon at the rate applicable under the Loan Documents after maturity of principal.

(7) to indemnify, defend and hold harmless Mortgagee from all fines, judgments, penalties, costs, damages, suits, proceedings, liabilities, claims and actions of any kind (including, without limitation, all sums paid for settlement of claims, attorney fees, consultants, and expert fees) arising out of or in any way connected with any spills, releases, or discharges of Hazardous Materials on, into or from the Mortgaged Property; and from all fines, judgments, penalties, costs, damages, suits, proceedings, liabilities, claims and actions of any kind arising out of Mortgagor's failure to provide all information, make all submissions and take all steps required under any environmental Law. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the Mortgaged Property or any clean-up, removal, remediation, or restoration mandated by a federal, state, county or municipal agency or subdivision.

(d) Mortgagor's obligations and liabilities under this paragraph shall continue so long as Mortgagee may be subject to any liability for any spills, releases or discharges of Hazardous

Materials on, into or from the Mortgaged Property or for responsibility under any environmental Laws. This paragraph shall survive any foreclosure or termination, whether by deed in lieu of foreclosure, payment of the debt secured hereby, or otherwise, of this Mortgage. Mortgagor's failure to abide by the terms of this paragraph may, at Mortgagee's option and without waiting or foregoing any other rights and remedies available to Mortgagee, be restrained or enforced by injunction.

9. **CONDEMNATION AND INSURANCE ACTIONS AND PROCEEDS**. Mortgagor shall immediately notify Mortgagee of the commencement of any condemnation proceedings, actual or threatened, affecting the Mortgaged Property or of any loss that may be covered by insurance. Mortgagor hereby assigns to Mortgagee any insurance proceeds and any award for property taken and for damages to remaining property, in connection with an actual or threatened condemnation proceeding, whether fully adjudicated or settled, and such proceeds and awards (less expenses of collection) shall, at the option of Mortgagee, be applied to the indebtedness secured hereby then most remotely to be paid, whether due or not, without the application of any prepayment premium, or to the restoration or repair of the Mortgaged Property. Mortgagee shall have full authority, but shall not be obligated, to make proof of loss and adjust and collect insurance and to intervene in any condemnation proceeding in the name of Mortgagor and settle, collect and receive any award from the condemning authorities. Any insurer or condemning authority is hereby authorized and directed to make payment directly to Mortgagee. Any expenses incurred by Mortgagee in intervening in any action or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. Should proceeds be applied to restoration or repair of the Mortgaged Property, the restoration or repair shall be pursuant to plans and specifications approved by Mortgagee, and the proceeds shall be disbursed by Mortgagee under such safeguards as Mortgagee may reasonably require to assure completion in accordance with such plans and specifications.

10. **INDEMNIFICATION**. Mortgagor agrees to save Mortgagee and the other Secured Parties harmless from all costs and expenses (including reasonable attorney's fees and costs of a title search, continuation of abstract and preparation of survey) incurred by reason of any action or proceeding before any court or administrative body (excepting an action to foreclose or to collect the Indebtedness secured hereby) in which Mortgagee may be or become a party by reason hereof, including but not limited to condemnation, bankruptcy, probate and administration proceedings, as well as any other proceeding similar to the foregoing wherein proof of claims is by law required to be filed or in which it becomes necessary to defend or uphold the terms of the lien created by this Mortgage, and all money paid or expended by Mortgagee in that regard, together with interest thereon from date of such payment at the rate applicable under the Loan Documents after maturity of principal, shall be so much additional Indebtedness secured hereby and shall be immediately and without notice due and payable by Mortgagor.

11. **COSTS AND EXPENSES**. Except as otherwise expressly provided herein, Mortgagor agrees to pay, without demand, all costs, fees and expenses of this Mortgage, including costs of search and evidence of title, advertising and recording expense, documentary taxes, reasonable attorney and paralegal fees as allowed by law, and all other sums expended

hereunder by Mortgagee with interest from the date of expenditure at the highest applicable rate under the Loan Documents after maturity of principal.

12. **BOOKS AND RECORDS**. In addition to Mortgagor's obligations under Article 10 of the Credit Agreement, and not in substitution thereof, or otherwise diminishing the obligations contained therein, Mortgagor shall maintain proper books and records and shall account for all transactions relating to the operation of the Mortgaged Property, and shall permit Mortgagee to examine such books and records at any time; and shall furnish to Mortgagee an income statement and balance sheet upon request at reasonable intervals, and in any event within sixty (60) days following the expiration of each of Mortgagor's fiscal years. All books and records shall be kept and maintained in accordance with generally accepted accounting principles, consistently applied. Upon failure of Mortgagor to furnish any such statements, Mortgagee may cause an audit to be made of the respective books and records at Mortgagor's sole cost and expense, and Mortgagee may also treat such failure as a default hereunder, entitling it to exercise the remedies hereinafter provided.

13. **PROTECTION OF SECURITY**. If Mortgagor defaults hereunder in any respect, or if Mortgagee in its sole judgment and discretion deems it necessary to expend funds, appear in actions or take other action to protect the full security interest intended to be created by this instrument, then Mortgagee, without obligation to do so, without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation hereof, may make such appearances, expend such funds and take such action as Mortgagee may deem necessary to protect the security hereof, Mortgagee being authorized to enter upon the Mortgaged Property for such purposes. Mortgagor will on demand reimburse Mortgagee for all amounts expended, including reasonable attorney and paralegal fees, pursuant to this paragraph, together with interest thereon at the highest applicable rate under the Loan Documents after maturity of principal.

14. **ASSIGNMENT OF RENTS**. Mortgagor hereby assigns to Mortgagee all rents, issues, royalties and profits of the Mortgaged Property, provided that Mortgagor shall have the right to collect all such rents, issues, royalties and profits, but only as they become due and payable and only until Mortgagor defaults hereunder in any respect, at which time Mortgagee shall have the right, with or without taking possession of the Mortgaged Property, to collect the same. Upon such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Mortgagor hereby consenting to the appointment of Mortgagee as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, royalties and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any indebtedness secured hereby. Nothing contained herein, nor the exercise of rights hereunder by Mortgagee, shall be construed or considered an affirmation of any tenancy, lease or option, nor an assumption of liability under nor subordination of the lien or charge of this Mortgage to, such tenancy, lease or option.

15. **NON-WAIVER**. The entering upon and the taking possession of the Mortgaged Property, the collection of rents, issues, royalties, profits, proceeds of insurance or condemnation

awards or the application thereof to the Indebtedness hereby secured shall not cure or waive any default or notice of default, invalidate any act done pursuant to such notice, nor extend or postpone the due date of any payment secured hereby.

16. **APPLICATION OF PAYMENTS**. Except as otherwise required by law, all payments made to Mortgagee and any amounts applied to the Indebtedness secured hereby shall be applied to the various amounts secured hereby in any order Mortgagee may determine. In the event any portion of the Indebtedness is not, for any reason whatsoever, fully secured by this Mortgage as a first and prior lien, the full amount of all payments made on the Indebtedness shall first be applied to such unsecured portion of the Indebtedness until the same has been fully paid.

17. **POWERS OF MORTGAGEE** Without affecting the liability of any person, including Mortgagor, for the payment of any Indebtedness secured hereby or the lien of this Mortgage on the remainder of the Mortgaged Property for the full amount of any Indebtedness unpaid, and in addition to any other rights granted to Mortgagee or the other Secured Parties under the Loan Documents, Mortgagee is empowered as follows: Mortgagee may from time to time, without notice and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens thereon: (a) release any person liable for the payment of any of the Indebtedness; (b) extend the time or otherwise alter the terms of payment of any of the Indebtedness; (c) alter, substitute or release any property securing the Indebtedness; (d) accept any additional security or resort to any security in such order as Mortgagee may determine; (e) consent to the making of any map or plat of the Mortgaged Property; (f) join in granting any easement or creating any restrictions thereon; (g) join in any subordination or other agreement affecting this Mortgage or the lien or charge thereof; or (h) release all or any part of the Mortgaged Property.

Mortgagee shall not be required, prior to exercising its rights against any person or at any other time, by reason of any demand or otherwise, to commence proceedings against any person liable under this Mortgage or under any of the Loan Documents.

18. **SECURITY AGREEMENT UNDER UNIFORM COMMERCIAL CODE**.

(a) This Mortgage shall constitute a security agreement as defined in the UCC and Mortgagor hereby grants to Mortgagee a security interest within the meaning of the UCC in favor of Mortgagee, for its benefit and the benefit of the other Secured Partis, on the Personal Property and Rents, Leases and Profits (the "Collateral") comprising the Mortgaged Property. Mortgagor is and will be the lawful owner of the Collateral mentioned in any financing statement, subject to no liens and encumbrances other than the lien hereof and Permitted Encumbrances. Such Collateral shall be used by Mortgagor solely for business purposes. Except as otherwise specifically provided, the only persons having any interest in the Collateral are Mortgagor and Mortgagee and no financing statement covering any such property and any proceeds thereof is on file in any public office except pursuant hereto. Mortgagor will from time to time provide Mortgagee on request with itemizations of all such Collateral on the Mortgaged Property. Mortgagor authorizes Mortgagee to file such financing statements or further documents deemed necessary by Mortgagee to perfect or continue the security interest created hereby. Without limiting the foregoing, Mortgagor authorizes Mortgagee to file such effective

financing statements covering Farm Products as deemed necessary by Mortgagee and represents and warrants that all Farm Products that form part of the Collateral and/or that are produced on the Mortgaged Properties are detailed by type of farm product, crop year and **[State]** county on Exhibit C hereto.

(b) In addition to any other right or remedy granted herein and under the UCC, and not as a limitation thereto, Mortgagor hereby irrevocably appoints Mortgagee and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full power and authority in the place of Mortgagor or in Mortgagee's own name, for the purpose of carrying out the terms of this Mortgage, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Mortgage and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of Mortgagor, without notice to or assent by Mortgagor, to do the following, after an Event of Default (as defined below) has occurred: generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the UCC or any other relevant jurisdiction and as fully and completely as though Mortgagee were the absolute owner thereof for all purposes, and to do at Mortgagor's expense, at any time, or from time to time, all acts and things which Mortgagee deems necessary or advisable to protect, preserve or realize upon the Collateral and Mortgagee's security interest therein, in order to effect the intent of this Mortgage, all as fully and effectively as Mortgagor might do, including, without limitation, (i) the filing and prosecuting of registration and transfer applications with the appropriate foreign, federal, state or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (ii) the exercise of voting rights with respect to voting securities, which rights may be exercised, if Mortgagee so elects, with a view to causing the liquidation in a commercially reasonable manner of assets of the issuer of any such securities, and (iii) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral.

(c) To the extent permitted by law, Mortgagor hereby ratifies all that said attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

(d) The powers conferred on Mortgagee hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Mortgagee shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Mortgagor for any act or failure to act, except for Mortgagee's own gross negligence or willful misconduct.

(e) Mortgagor hereby irrevocably authorizes Mortgagee, for its benefit and the benefit of the other Secured Parties, at any time and from time to time to file in any jurisdiction financing statements (including amendments and continuations thereto) that (i) indicate the Collateral (A) as all assets of Mortgagor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9A of

the UCC or any other jurisdiction, or (B) as being of an equal or lesser scope or with greater detail, and (ii) contain any other information required for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor (if required by the applicable jurisdiction) and, (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Mortgagor agrees to furnish any such information to Mortgagee promptly upon Mortgagee's request. Further to insure the attachment, perfection and first priority of, and the ability of Mortgagee to enforce, Mortgagee's security interest in the Collateral (subject to Permitted Encumbrances), Mortgagor agrees, in each case at Mortgagor's own expense, to take the following actions with respect to the following Collateral:

(W) For each deposit account that Mortgagor at any time opens or maintains, and in addition to Mortgagor's obligations under Section 10.1(s) of the Credit Agreement, and not in substitution thereof, or otherwise diminishing the obligations contained therein, Mortgagor shall, at Mortgagee's request and option, pursuant to an agreement in form and substance satisfactory to Mortgagee, either (a) cause the depositary bank to agree to comply without further consent of Mortgagor, with instructions from Mortgagee directing the disposition of funds from time to time credited to such deposit account, or (b) arrange for Mortgagee to become the sole customer of the depositary bank with respect to the deposit account, with Mortgagor being permitted, only with the consent of Mortgagee, to exercise rights to withdraw funds from such deposit account;

(X) If Mortgagor shall at any time hold or acquire any certificated securities, Mortgagor shall immediately endorse, assign and deliver the same to Mortgagee, accompanied by such instruments of transfer or assignment duly executed in blank as Mortgagee may from time to time specify. If any securities now or hereafter acquired by Mortgagor are uncertificated and are issued to Mortgagor or its nominee directly by the issuer thereof, Mortgagor shall immediately notify Mortgagee thereof and, at Mortgagee's request and option, pursuant to an agreement in form and substance satisfactory to Mortgagee, either (I) cause the issuer to agree to comply, without further consent of Mortgagor or such nominee, at any time with instructions from Mortgagee as to such securities, or (II) arrange for Mortgagee to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by Mortgagor are held by Mortgagor or its nominee through a securities intermediary or commodity intermediary, Mortgagor shall immediately notify Mortgagee thereof and, at Mortgagee's request and option, pursuant to an agreement in form and substance satisfactory to Mortgagee, either (a) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply, in each case, without further consent of Mortgagor or such nominee, at any time with entitlement orders or other instructions from Mortgagee to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by Mortgagee to such commodity intermediary, or (b) in the case of financial assets or other investment property held through a securities intermediary, arrange for Mortgagee to become the entitlement holder with respect to such investment property, with Mortgagor being permitted, only with the consent of Mortgagee, to exercise rights to withdraw

or otherwise deal with such investment property. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which Mortgagee is the securities intermediary;

(Y) If any Collateral at any time is in the possession of a bailee, Mortgagor shall promptly notify Mortgagee thereof and, at Mortgagee's request and option, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to Mortgagee, that the bailee holds such Collateral for the benefit of Mortgagee and such bailee's agreement to comply, without further consent of Mortgagor, at any time with instructions of Mortgagee as to such Collateral; and

(Z) Mortgagor further agrees, upon request of Mortgagee and at Mortgagee's option, to take any and all other reasonable actions as Mortgagee may determine to be necessary or useful for the attachment, perfection and first priority of, and the ability of Mortgagee to enforce, Mortgagee's security interest in any and all of the Collateral, including (I) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC of any relevant jurisdiction, to the extent, if any, that Mortgagor's signature is required, (II) causing Mortgagee's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of Mortgagee to enforce, Mortgagee's security interest in such Collateral, (III) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Mortgagee to enforce, Mortgagee's security interest in such Collateral, (IV) using commercially reasonable efforts to obtain governmental and other third party waivers, consents and approvals in form and substance satisfactory to Mortgagee, including any consent of any licensor, lessor or other person obligated on Collateral and any party or parties whose consent is required for the security interest of Mortgagee to attach, (V) using commercially reasonable efforts to obtain waivers from mortgagees and landlords who may have liens on fixtures or farm products in form and substance satisfactory to Mortgagee and (VI) taking all actions under any other law, as reasonably determined by Mortgagee to be applicable in any relevant jurisdiction, including any foreign jurisdiction.

19. **FIXTURE FINANCING STATEMENT**. Portions of the Collateral consist of goods which are or may become fixtures attached to the lands described on Exhibit A hereto constituting a portion of the Mortgaged Properties, and Mortgagor hereby agrees that this instrument shall be filed for record in the real property records of the counties in which the Mortgaged Property is located as a financing statement to perfect the security interest of Mortgagee in such portions of the Collateral. This Mortgage when filed for record in the real estate records in the county shall constitute a fixture financing statement for fixtures, as such term is defined in the UCC. Nothing herein contained shall impair or limit the effectiveness of this document as a security agreement or financing statement for other purposes, and in furtherance thereof the following information is furnished:

(a) Name and Address of Debtor: See name and address of Mortgagor first stated above

(b)	Organizational Identification Number of Debtor (NOT FEIN):	_____
(c)	Type of organization and jurisdiction of organization of Debtor:	_____
(d)	Name and Address of Secured Party:	See name and address of Mortgagee first stated above
(e)	Description of the types of collateral covered by this financing statement:	goods that are or are to become fixtures
(f)	Description of real estate to which collateral is attached or upon which it is located:	See Exhibit A
(g)	The following have an interest of record in the real estate:	Debtor

20. **DUE ON SALE OR ENCUMBRANCE**. If all or any part of the Mortgaged Property or any interest therein is sold, conveyed, transferred or further mortgaged or encumbered, or if the rents of the Mortgaged Property or any part thereof are assigned, or if all or any part of the ownership interest in Mortgagor is transferred, assigned, or pledged, or if any person other than Mortgagor or Mortgagee obtains any interest in or right to acquire the Mortgaged Property, without the prior written consent of Mortgagee, Mortgagee may, at Mortgagee's option, declare all Indebtedness secured hereby immediately due and payable, in full together with any applicable prepayment premiums (if no prepayment privilege exists at that time, then with the prepayment premium provided in the Loan Documents at the earliest day on which the indebtedness secured hereby could be prepaid) provided, however, the granting of a leasehold interest of three (3) years or less, not containing an option to purchase, shall not be cause for such acceleration. Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

21. **REPLACEMENT OF PERSONAL PROPERTY**. Excluding all inventory and other personal property sold in the ordinary course of business or as permitted pursuant to the Credit Agreement, and notwithstanding any other provision hereof and without giving Mortgagee the right to accelerate, Mortgagor may remove, dispose of, replace or substitute any Collateral, but only upon the following terms and conditions: (a) the item or items must be inadequate, obsolete or worn out or unsuitable, undesirable or unnecessary for the operation of the Mortgaged Property; (b) the removal, disposal, replacement or substitution must not adversely affect the value of the Mortgaged Property; and (c) all amounts received or allowed upon the sale or other disposition of the item or items must be applied first against the cost of

acquisition and installation of any replacement or substituted item. Failure to comply with the terms and conditions of this paragraph shall constitute an Event of Default hereunder.

22. **EVENTS OF DEFAULT**. If any one or more of the following events (the "Events of Default") shall occur:

(a) Default in the punctual payment or performance of the Indebtedness,

(b) Mortgagor, any of the Borrowers, or any maker, guarantor or surety of any Loan Documents secured hereby, shall file a voluntary petition in bankruptcy proceeding, shall consent to voluntary or involuntary adjudication to bankruptcy or to reorganization, or shall be adjudged bankrupt or insolvent under any applicable law or laws, or admits in writing to having become insolvent, or becomes unable to pay debts as they mature, or suspends doing business, or makes an assignment for the benefit of creditors, or shall apply for, or consents to, the appointment of a Mortgagee or receiver for a substantial portion of its assets,

(c) A trustee or receiver is appointed for Mortgagor or for a substantial portion of Mortgagor's assets and is not discharged within sixty (60) days after such appointment,

(d) Default by Mortgagor under any terms, covenants and conditions of this Mortgage, the Loan Documents, or of any other instrument securing any of the Loan Documents, not involving the payment of money,

(e) Any representation or warranty made by Mortgagor to Mortgagee in connection with the Indebtedness proves to be untrue in any material respect, or

(f) Any "Event of Default" as that term is defined in the Credit Agreement, then, in any such case, Mortgagee or its attorney, may, at its option, without further written notice to Mortgagor, declare the principal of and the accrued interest on the Indebtedness and all sums advanced hereunder, with interest, to be immediately due and payable, and thereupon the Indebtedness, including both principal and all interest accrued thereon, and including any prepayment premium then applicable, and all sums advanced hereunder and interest thereon, shall be and become immediately due and payable without presentment, demand or further notice of any kind.

23. **MORTGAGEE'S REMEDIES**. Upon the happening of any Event of Default Mortgagee may, in addition to all rights and remedies available under the Loan Documents, and not in substitution thereof, or otherwise diminishing the rights and remedies contained therein, exercise any or all of the following:

(a) Mortgagee may exercise any and all rights and remedies under the Loan Documents.

(b) Mortgagee may declare the entire Indebtedness immediately due and payable, without notice.

(c) Mortgagee may enforce any and all obligations of Mortgagor in connection with the Indebtedness (including, without limitation, all obligations of Mortgagor under the Loan Documents) including the right to seek specific performance and/or injunctive remedies thereof.

(d) Proceed to protect and enforce its rights by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein or in the Loan Documents, or in aid of the execution of any power herein or therein granted, or for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedies. Mortgagee may be the purchaser at any foreclosure sale, and Mortgagee shall have the right to credit upon the amount of its bid at sale the amount payable to Mortgagee out of the net proceeds of the sale.

(e) Pursuant to the power of sale hereby granted, sell the Mortgaged Property in accordance with the laws of Montana. The Mortgaged Property shall be sold either as a whole or in such parcels and in such order as designated by Mortgagee.

(f) Appoint a receiver as a matter of right and without notice, to take possession of all or any part of the Mortgaged Property, with the power to protect and preserve the Mortgaged Property, to operate the Mortgaged Property preceding foreclosure or sale, and to collect the rents, issues and profits of the Mortgaged Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not the apparent value of the Mortgaged Property exceeds the Indebtedness by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver. Mortgagor, for itself and any subsequent owner or owners, hereby waives any and all defenses to the application for a receiver as above provided, and hereby specifically consents to such appointment without notice; but nothing herein contained is to be construed to deprive Mortgagee of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provision for the appointment of a receiver of the rents, issues and profits is made an express condition upon which the extensions of credit under the Loan Documents is made.

(g) Have, without limitation, all of the rights and remedies provided by the UCC, including the right to proceed under the UCC provisions governing default as to any personal property which may be included in the Mortgaged Property separately from the real estate included herein, or to proceed as to all of the property included in the Mortgaged Property in accordance with its rights and remedies in respect of said real estate. If Mortgagee shall elect to proceed separately as to such personal property, Mortgagor agrees to make such personal property available to Mortgagee at a place or places reasonably acceptable to Mortgagee, and if any notification of intended disposition of any of such personal property is required by law, such notification shall be deemed commercially reasonable and reasonably and properly given if given at least ten (10) days prior to such intended disposition and may be given by posting or advertisement in a newspaper accepted for legal publications, either separately or as part of a notice given to sell or foreclose the real property or may be given by private notice if such parties are known to Mortgagee.

(h) To the extent reasonably practicable, Mortgagee may require Mortgagor to deliver to Mortgagee all or any portion of the Mortgaged Property and any and all certificates of title and other documents relating to the Mortgaged Property. To the extent reasonably practicable, Mortgagee may require Mortgagor to assemble the Mortgaged Property and make it available to Mortgagee at a place to be designated by Mortgagee. Mortgagee also shall have full power to enter upon the property of Mortgagor to take possession of and remove the Mortgaged Property. If the Mortgaged Property contains other goods not covered by this Mortgage at the time of repossession, Mortgagor agrees that Mortgagee may take such other goods, provided that Mortgagee makes reasonable efforts to return them to Mortgagor after repossession.

(i) To the extent permitted by applicable law, Mortgagee reserves a right of setoff in all Mortgagor's accounts with Mortgagee (whether checking, savings, or some other account). This includes all accounts Mortgagor holds jointly with someone else and all accounts Mortgagor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Mortgagor authorizes Mortgagee, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Mortgagee's option, to administratively freeze all such accounts to allow Mortgagee to protect Mortgagee's charge and setoff rights provided in this subparagraph.

(j) All of Mortgagee's rights and remedies, whether evidenced by this Mortgage or the Loan Documents or by any other writing, or at law or in equity, shall be cumulative and may be exercised singularly or concurrently. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Mortgagor under this Mortgage, after Mortgagor's failure to perform, shall not affect Mortgagee's right to declare a default and to exercise its remedies.

24. **SURRENDER OF POSSESSION AFTER SALE**. Mortgagor agrees to surrender possession of the Mortgaged Property to the purchaser at foreclosure sale immediately following said sale, in the event such possession has not previously been delivered by Mortgagor.

25. **TITLE EVIDENCE AND INSURANCE POLICIES**. Each title insurance policy, all other evidences of title and all insurance policies placed or deposited with Mortgagee (including proceeds from such policies) shall be deemed an incident to the title to the Mortgaged Property and upon foreclosure shall pass to the purchaser and the same are hereby pledged as additional security for the payment of the Indebtedness secured hereby.

26. **EFFECT OF DISCONTINUANCE OF PROCEEDINGS**. Mortgagee shall have the unqualified right, after invoking any remedy permitted under this Mortgage, to discontinue the same, and in such event Mortgagor and Mortgagee shall be restored to their former positions with respect to the indebtedness secured hereby; and this Mortgage, the Mortgaged Property and all rights, remedies and recourse of Mortgagee shall continue as if the same had not been invoked.

27. **COSTS OF INVOKING REMEDIES**. Except as may be otherwise provided herein or in any of the Loan Documents, Mortgagor agrees to pay Mortgagee the costs and expenses, including reasonable attorney and paralegal fees, incurred by Mortgagee: (a) in instituting, prosecuting or defending any court action in which Mortgagor does not prevail, if such action involves the interpretation hereof or performance hereunder by a party hereto or the breach of any provision hereof, including but not limited to an action to obtain possession of the Mortgaged Property after foreclosure sale hereunder; and (b) in attempts, which fall short of instituting an action or commencing foreclosure, to secure performance hereof.

28. **WAIVERS AND CUMULATIVE RIGHTS**. Waiver by Mortgagee of any default by Mortgagor, or acceptance of payment in default or partial payment, shall not constitute a waiver by Mortgagee of any continuing or subsequent default. Failure by Mortgagee to exercise any right, power, privilege or remedy which Mortgagee may have by reason of a default by Mortgagor shall not preclude the exercise of such right, power, privilege or remedy so long as such default remains uncured or if a subsequent default occurs. Each right, power, privilege and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power, privilege and remedy available to Mortgagee at law or in equity, under the UCC, or under any other agreement, and each and every right, power, privilege and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee and such exercise shall not be a waiver of the right to exercise at any time thereafter any other right, power, privilege or remedy.

29. **INTEREST LIMITATIONS**. The following interest limitation shall apply to Mortgagor only: notwithstanding any other provision of this Mortgage, the Loan Documents, or any other instrument securing any of the Loan Documents (referred to collectively as the "Transaction Documents"), Mortgagor does not agree, and shall not be charged with, or obligated to pay, any amount which would render the Transaction Documents usurious. It is the intention of Mortgagor and Mortgagee to conform strictly to the applicable usury laws presently in force, and any agreement for taking, receiving, reserving or charging interest shall be held to be subject to reduction to the amount allowed under applicable usury laws, so that if from any circumstance any amount deemed interest under applicable law is in excess of the maximum permitted by applicable law, such excess shall be canceled automatically, and if theretofore paid, shall be credited on the principal amount of the Indebtedness secured hereby or, at Mortgagee's option, refunded to Mortgagor. All sums charged, paid or agreed to be paid under any of the Transaction Documents for the use, forbearance, or detention of the Indebtedness secured hereby which is in excess of the maximum permitted by applicable law shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term of the Indebtedness until payment in full so that the rate or amount of interest does not exceed the applicable maximum lawful rate for so long as the Indebtedness is outstanding.

30. **SUBROGATION**. If the proceeds of the credit facilities under the Loan Documents, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by Mortgagee, is used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property, or any part thereof, then Mortgagee shall be subrogated to such other lien or encumbrance and to any

additional security held by the holder thereof and shall have the benefit of the priority of all of the same.

31. **FURTHER ASSURANCES**. Mortgagor agrees upon reasonable request by Mortgagee to execute and deliver such further security agreements, financing statements under the UCC and other agreements as may be necessary or proper to carry out more effectively the purposes of this Mortgage or any property intended to be subjected hereto by the granting clause hereof.

32. **RIGHT TO DEAL WITH SUCCESSORS**. If ownership of the Mortgaged Property becomes vested in a person or persons other than Mortgagor, Mortgagee may continue to deal with Mortgagor without any obligation to deal with such successor until notified of such vesting. Upon such notification, Mortgagee may thereafter deal with such successor in place of Mortgagor without any obligation to thereafter deal with Mortgagor and without waiving any liability of Mortgagor hereunder or under the Loan Documents. Mortgagor shall give immediate written notice to Mortgagee of any change of ownership of the Mortgaged Property but nothing in this paragraph shall constitute consent of Mortgagee to any such change or negate any provisions elsewhere in this Mortgage giving Mortgagee the right to declare the entire unpaid balance of the indebtedness secured hereby due and payable immediately on such vesting.

33. **NO CLAIM AGAINST MORTGAGEE**. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee or Mortgagor, express or implied, for the performance of any labor or services or for the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, nor as giving Mortgagor or any party in interest with Mortgagor any right, power or authority to contract for or permit the performance of any labor or services for the furnishing of any materials or other property in such fashion as would create any personal liability against Mortgagee in respect thereof or would permit the making of any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to this Mortgage. Mortgagor will permit Mortgagee's authorized representatives to enter the Mortgaged Property at all times for the purpose of inspecting the same; provided Mortgagee shall have no duty to make such inspections and shall not incur any liability or obligation for making or not making any such inspections.

34. **GOVERNING LAW**. This Mortgage and all rights and indebtedness secured hereby shall be governed by the laws of Montana.

35. **SEVERABILITY**. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

36. **TIME**. Time shall be of the essence of this Mortgage.

37. **NOTICES**. Any notices which any party hereto may desire or may be required to give to any other party shall be given in accordance with Section 16.3 of the Credit Agreement.

38. **WAIVER OF MARSHALING AND CERTAIN RIGHTS**. To the extent that Mortgagor may lawfully do so, Mortgagor hereby expressly waives any right pertaining to the marshaling of assets, the administration of estates of decedents, or other matters to defeat, reduce or affect (a) the right of Mortgagee to sell all or any part of the Mortgaged Property for the collection of the Indebtedness (without any prior or different resort for collection), or (b) the right of Mortgagee to the payment of the Indebtedness out of the proceeds of the sale of all or any part of the Mortgaged Property in preference to every other person and claimant.

39. **MORTGAGEE'S CONSENT**. Unless otherwise agreed to in writing, in any instance hereunder where Mortgagee's prior approval or consent is required to be obtained by Mortgagor, or Mortgagee's judgment is required to be exercised as to any matter, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Mortgagee, and Mortgagee shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner regardless of the reasonableness of either the request or Mortgagee's judgment.

40. **BINDING ON SUCCESSORS, HEADINGS, WORDS AND PHRASES**. Subject to the "Due on Sale or Encumbrance" paragraph hereof, this Mortgage shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, lessees, licensees, tenants, successors and assigns. All obligations of Mortgagor hereunder are joint and several. The term "Mortgagee" shall include any successor or assign of Mortgagee. Whenever the context requires or permits the masculine, feminine and neuter shall be freely interchangeable, the singular shall include the plural and the plural shall include the singular. The headings of the paragraphs are for convenience only and shall not be construed as limiting in any way the scope of the provisions hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK, SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, Mortgagor has executed this instrument the day and year first above written.

● [insert name of relevant Loan Party], a [●] **[corporation]**

By:_____
Its:_____

PROVINCE OF SASKATCHEWAN)
: ss.
DOMINION OF CANADA)

This instrument was acknowledged before me on this ___ day of _____, 20___, by _____, known to me to be the _____ of ● **[insert name of relevant Loan Party]**, a [●]**[corporation]**.

_____
[Signature]

_____
[Type, Stamp or Print Name]
Notary Public for the Province of Saskatchewan, Canada
(Seal) Residing at _____, Saskatchewan, Canada
My commission does not expire.

EXHIBIT A

To

Mortgage, Security Agreement, and Fixture Filing

EXHIBIT B

To

Mortgage, Security Agreement, and Fixture Filing

EXHIBIT C

To

Mortgage, Security Agreement, and Fixture Filing

SCHEDULE H-13

● [INSERT NAME OF RELEVANT LOAN PARTY]

GUARANTEE

MADE AS OF ●, 20●

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● [INSERT NAME OF RELEVANT LOAN PARTY]

GUARANTEE

THIS GUARANTEE is made as of ●, 20●

WHEREAS the Guarantor is an Affiliate of the Canadian Borrower;

AND WHEREAS the Guarantor has agreed to provide a guarantee with respect to the Credit Facilities provided by the Lenders pursuant to the Credit Agreement and with respect to the Lender Financial Instrument Obligations and the Bank Product Obligations;

AND WHEREAS the Guarantor will derive substantial direct and indirect benefits from the making of the extensions of credit to the Loan Parties under the Credit Agreement and the use of proceeds in accordance therewith, including from the use of proceeds of the Loans and such Loans are in furtherance of the corporate purposes of the Guarantor and necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Guarantor;

AND WHEREAS there is a strong identity of interest among the Loan Parties and the Guarantor;

AND WHEREAS each of the Affiliates of each Loan Party will benefit from the use of the proceeds of the Loans and other extensions of credit in the business of such Loan Party;

AND WHEREAS this Guarantee is entered into contemporaneously with the execution and delivery of the Credit Agreement and certain other Documents which, taken as a whole, is part of the consideration given to the Guarantor;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of Cdn. $10.00 now paid by the Beneficiaries to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Guarantor hereby covenants and agrees with the Beneficiaries as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

(a) In this Guarantee and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "**Beneficiary**" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Beneficiaries' Counsel**" means Dentons Canada LLP or such other firm of lawyers as may be selected by the Beneficiaries from time to time.

"**Canadian Borrower**" means Monette Farms Ltd. and its successors and permitted assigns.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024, between the Canadian Borrower, Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, The Bank of Nova Scotia and such other financial institutions as are or may become parties thereto, as lenders, and The Bank of Nova Scotia as agent of such lenders, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Default Rate**" means a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum.

"**Documents**" means, collectively, the Documents as defined in the Credit Agreement together with any and all Lender Financial Instruments.

"**Excluded Swap Obligations**" means, with respect to the Guarantor, any Swap Obligation if (and only if), and to the extent that, all or a portion of this Guarantee, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Guarantee**" means this guarantee, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Guarantor**" means ● **[Insert name of relevant Loan Party]** and its successors and permitted assigns.

"**Loan Parties**" means, collectively, Darrel Noel Monette, Monette Farm Family Trust and the Loan Parties (as such term is defined in the Credit Agreement), excluding the Guarantor, and "Loan Party" means any one of them.

"**Obligations**" means, collectively and at any time and from time to time, except for Excluded Swap Obligations, all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Loan Parties to any of the Beneficiaries or to all of them including, without limitation, (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and the other Documents and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Loan Parties under the Credit Agreement and the other Documents, (ii) all Bank Product Obligations of the Loan Parties of or owing by the Loan Parties to any and all Lenders and Bank Product Affiliates and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Loan Parties to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, the Guarantor and each Loan Party (that provides a guarantee to the Beneficiaries) and that has total assets exceeding U.S. $10,000,000 at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

(b) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement (except, for certainty, the term "Loan Parties" which shall have the meaning described herein). For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantee. The terms "this Guarantee", "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

1.3 Number; persons; including

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, limited and unlimited liability companies, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 *Interest Act* (Canada)

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.5 Nominal Rates

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Guarantee; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after demand, default and judgment. The rates of interest specified in this Guarantee are intended to be nominal rates and not effective rates and any interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

1.6 [References to Guarantor]

[All references in this Guarantee to representations and warranties by, covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Guarantor" shall, as the context requires, be and shall be construed as being by the partners of • on behalf of and in respect of such partnership.] [Note: Insert Section 1.6, with appropriate conforming changes, for a guarantee by a general partnership; insert similar provisions, with additional conforming changes, for a guarantee by a limited partnership, trust or other unincorporated entity.]

ARTICLE 2
GUARANTEE

2.1 Guarantee of Obligations

The Guarantor hereby absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, to the Beneficiaries the full and complete payment and performance of all of the Obligations, together with interest thereon as provided in Section 5.4 and confirms that the Beneficiaries are not obligated to take any action, obtain any judgement nor file any claim prior to enforcing this Guarantee.

2.2 Indemnity

If any or all of the Obligations are not duly paid or performed by the Loan Parties and are not recoverable under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Beneficiaries from and against all losses resulting from the failure of the Loan Parties to pay and perform such Obligations.

2.3 Guarantor as Principal Obligor

If any or all of the Obligations are not duly paid or performed by the Loan Parties after demand therefor and are not recoverable under Section 2.1 or the Beneficiaries are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations shall, as a separate and distinct obligation, be recoverable by the Beneficiaries from the Guarantor as the primary obligor and principal debtor in respect thereof and shall be paid to the Beneficiaries forthwith after demand therefore as provided herein.

2.4 Guarantee Absolute and Unconditional

The liability and obligations of the Guarantor hereunder shall be continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by, and the Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the Obligations, covenants or undertakings of the Loan Parties under the Documents;

(b) any modification or amendment of or supplement to the Obligations;

(c) any loss of or in respect of any security held by the Beneficiaries, whether occasioned by the fault of the Beneficiaries or otherwise, including any release, non-perfection or invalidity of any such security;

(d) any change in the existence, structure, constitution, name, control or ownership of a Loan Party or any other person, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Loan Parties or any other person or their respective assets;

(e) the existence of any set-off, counterclaim, claim or other right which the Guarantor or the Loan Parties may have at any time against the Beneficiaries or any other person, whether in connection with the Credit Agreement, this Guarantee or any unrelated transaction;

(f) any provision of applicable law purporting to prohibit or limit the payment by the Loan Parties of any Obligation, and the foregoing is hereby waived by the Guarantor to the extent permitted under applicable law;

(g) any limitation, postponement, prohibition, subordination or other restriction on the right of a Beneficiary to payment of the Obligations;

(h) any release, substitution or addition of any other guarantor of the Obligations;

(i) any defence arising by reason of any failure of any Beneficiary to make any presentment, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non-payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations;

(j) any defence arising by reason of any failure of a Beneficiary to proceed against any of the Loan Parties or any other person, or to apply or exhaust any security held from any of the Loan Parties or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Beneficiaries;

(k) any defence arising by reason of the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any security or guarantee in support thereof, or by reason of any incapacity, lack of authority, or other defence of any of the Loan Parties or any other person, or by reason of any limitation, postponement or prohibition on a Beneficiary's rights to payment, or the cessation from any cause whatsoever of the liability of any of the Loan Parties or any other person with respect to all or any part of the Obligations (other than irrevocable payment to the Beneficiaries in full, in cash, of the Obligations), or by reason of any act or omission of the Beneficiaries or others which directly or indirectly results in the discharge or release of any of the Loan Parties or any other person or of all or any part of the Obligations or any security or guarantee therefor, whether by contract, operation of law or otherwise;

(l) any defence arising by reason of the failure by a Beneficiary to obtain, register, perfect or maintain a Security Interest in or upon any property of any of the Loan Parties or any other person, or by reason of any interest of the Beneficiaries in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral;

(m) any defence arising by reason of the failure of the Beneficiaries to marshal assets;

(n) to the extent permitted under applicable law, any defence based upon any failure of the Beneficiaries to give to any of the Loan Parties or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(o) **[the fact that a Loan Party has a general partnership interest in the Guarantor;] [Note: Insert subparagraph (o) if applicable.]**

(p) any defence based upon or arising out of any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any of the Loan Parties or any other person, including any discharge or bar against collection of any of the Obligations; or

(q) any other law, event or circumstance or any other act or failure to act or delay of any kind by the Loan Parties, the Beneficiaries or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the Beneficiaries is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Loan Parties for reimbursement, the Guarantor's right to recover contribution from any other guarantor or any other right or remedy of the Guarantor.

2.5 Waivers

In addition to the waivers contained in Section 2.4 hereof, the Guarantor waives, and agrees that it shall not at any time insist upon, plead or in any manner whatever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, marshalling of assets or redemption laws, or exemption, whether now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance by the Guarantor of its obligations under, or the enforcement by the Agent of, this Guarantee. The Guarantor hereby waives diligence, presentment and demand (whether for non-payment or protest or of acceptance, maturity, extension of time, change in nature or form of the Obligations, acceptance of further security, release of further security, composition or agreement arrived at as to the amount of, or the terms of, the Obligations, notice of adverse change in any Loan Party's financial condition or any other fact which might increase the risk to the Guarantor) with respect to any of the Obligations or all other demands whatsoever, except the demand contemplated in Section 5.1, and, to the extent permitted by applicable law, waives the benefit of all provisions of applicable law which are or might be in conflict with the terms of this Guarantee.

2.6 Election of Remedies

If the Agent, on behalf of the Beneficiaries, may, under applicable law, proceed to realize benefits under any of the Documents giving the Agent a security interest upon any assets or collateral owned by any of the Loan Parties or any other guarantor of the Obligations, either by judicial foreclosure or by non-judicial sale or enforcement, the Agent may, at its sole option, determine which of such remedies or rights it may pursue without affecting any of such rights and remedies under this Guarantee. If, in the exercise of any of its rights and remedies, the Agent shall forfeit any of its rights or remedies, including its right to enter a deficiency judgment against any of the Loan

Parties or any other guarantor of the Obligations, whether because of applicable law pertaining to "election of remedies" or the like, the Guarantor hereby consents to such action by the Agent and waives any claim based upon such action, even if such action by the Agent shall result in a full or partial loss of any rights of subrogation which the Guarantor might otherwise have had but for such action by the Agent. Any election of remedies which results in the denial or impairment of the right of the Agent to seek a deficiency judgment against any of the Loan Parties or any other guarantor of the Obligations shall not impair the Guarantor's obligation to pay the full amount of the Obligations. In the event the Agent shall bid at any foreclosure or trustee's sale or at any private sale permitted by applicable law or the Documents, the Agent may bid all or less than the amount of the Obligations and the amount of such bid need not be paid by the Agent but shall be credited against the Obligations. The amount of the successful bid at any such sale shall be conclusively deemed to be the fair market value of the collateral and the difference between such bid amount and the remaining balance of the Obligations shall be conclusively deemed to be the amount of the Obligations guaranteed under this Guarantee.

2.7 Joint and Several Liability; Limitation of Guarantee Amount

(a) The obligations and liabilities of the Guarantor and all other guarantors of some or all of the Obligations shall be joint and several and, in order to provide for just and equitable contribution among all of the guarantors of the Obligations, the Guarantor agrees that in the event a payment shall be made on any date by any other guarantor of the Obligations (the "**Funding Guarantor**"), the Guarantor shall indemnify the Funding Guarantor in an amount equal to the amount of such payment, in each case multiplied by a fraction the numerator of which shall be the net worth of the Guarantor as of such date and the denominator of which shall be the aggregate net worth of the Guarantor together with the net worth of the Funding Guarantor as of such date. If the Guarantor makes any payment to a Funding Guarantor pursuant to this Section 2.7(a), it shall be subrogated to the rights of such Funding Guarantor to the extent of such payment.

(b) Notwithstanding anything contained in this Guarantee to the contrary, the Obligations of the Guarantor under this Guarantee on any date shall be limited to a maximum aggregate amount equal to the largest amount that would not, on such date, render its Obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Chapter 11 of the United States Bankruptcy Code (11 U.S.C. §101 et seq.) or any applicable provisions of comparable laws relating to bankruptcy, insolvency or reorganization, or relief of debtors (collectively, the "**Fraudulent Transfer Laws**"), but only to the extent that any Fraudulent Transfer Law has been found in a final non-appealable judgment of a court of competent jurisdiction to be applicable to such Obligations as of such date, in each case:

(i) after giving effect to all liabilities of the Guarantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws, but specifically excluding:

(A) any liabilities of the Guarantor in respect of intercompany indebtedness to any Loan Party to the extent such indebtedness

would be discharged in an amount equal to the amount paid by the Guarantor hereunder; and

(B) any liabilities of the Guarantor under this Guarantee; and

(C) any liabilities of the Guarantor under each of its other guarantees of and joint and several co-borrowings of debt, if any, which contain a limitation as to maximum amount substantially similar to that set forth in this Section 2.7(b) (each such other guarantee and joint and several co-borrowing entered into on the date this Guarantee becomes effective, a "**Competing Guarantee**") to the extent the Guarantor's liabilities under such Competing Guarantee exceed an amount equal to (A) the aggregate principal amount of the Guarantor's obligations under such Competing Guarantee (notwithstanding the operation of that limitation contained in such Competing Guarantee that is substantially similar to this Section 2.7(b)), multiplied by (B) a fraction (I) the numerator of which is the aggregate principal amount of the Guarantor's obligations under such Competing Guarantee (notwithstanding the operation of that limitation contained in such Competing Guarantee that is substantially similar to this Section 2.7(b)), and (II) the denominator of which is the sum of (x) the aggregate principal amount of the obligations of the Guarantor under all other Competing Guarantees (notwithstanding the operation of those limitations contained in such other Competing Guarantees that are substantially similar to this Section 2.7(b)), (y) the aggregate principal amount of the obligations of the Guarantor under this Guarantee (notwithstanding the operation of this Section 2.7(b)), and (z) the aggregate principal amount of the obligations of the Guarantor under such Competing Guarantee (notwithstanding the operation of that limitation contained in such Competing Guarantee that is substantially similar to this Section 2.7(b)); and

after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, reimbursement, indemnification or contribution of the Guarantor pursuant to applicable law or pursuant to the terms of any agreement (including, without limitation, any such right of contribution under Section 2.7(a)).

ARTICLE 3
DEALINGS WITH THE LOAN PARTIES AND OTHERS

3.1 No Release

The Beneficiaries may, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability and obligations hereunder:

(a) grant time, renewals, extensions, indulgences, releases and discharges to the Loan Parties or any other guarantor or endorser;

(b) take or abstain from taking security or collateral from the Loan Parties or any other guarantor or endorser or from perfecting security or collateral of the Loan Parties or any other guarantor or endorser;

(c) accept compromises from the Loan Parties or any other guarantor or endorser;

(d) subject to the Documents, apply all money at any time received from a Loan Party or any of them or from security upon such part of the Obligations as the Beneficiaries may see fit or change any such application in whole or in part from time to time as the Beneficiaries may see fit; or

(e) otherwise deal with the Loan Parties and all other persons and security as the Beneficiaries may see fit.

3.2 No Exhaustion of Remedies

The Beneficiaries shall not be bound or obligated to exhaust their recourse against any of the Loan Parties or any other person or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 5) before the Beneficiaries shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

3.3 Evidence of Obligations

Any account settled or stated in writing by or between a Beneficiary or the Beneficiaries, as the case may be, and the Loan Parties shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

3.4 No Set-off

In any claim by the Beneficiaries against the Guarantor hereunder, the Guarantor shall not claim or assert any set-off, counterclaim, claim or other right that the Loan Parties or the Guarantor may have against one or more of the Beneficiaries.

ARTICLE 4
CONTINUING GUARANTEE

4.1 Continuing Guarantee

This Guarantee shall be a continuing guarantee and shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by any Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), all as though such payment had not been made. The Guarantor expressly waives any rights that the Guarantor might otherwise have to renounce any continuing guarantee.

4.2 Revival of Indebtedness

If at any time, all or any part of any payment previously received by a Beneficiary and applied to any Obligation must be rescinded or returned by the Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the

Loan Parties), such Obligation shall, for the purpose of this Guarantee, to the extent that such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Beneficiary, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Beneficiary had not been made. For certainty, this Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against any of the Loan Parties or the Guarantor for liquidation or reorganization, should any of the Loan Parties or the Guarantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Loan Party's or the Guarantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by the Agent, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

ARTICLE 5
DEMAND FOR PAYMENT, EXPENSES AND INTEREST

5.1 Demand for Payment

The Beneficiaries shall be entitled to make demand upon the Guarantor at any time during the continuance of an Event of Default and upon any such demand the Beneficiaries may treat all Obligations as due and payable and may forthwith collect from the Guarantor all Obligations. The Guarantor shall make payment to or performance in favour of the Beneficiaries of all Obligations forthwith after demand therefor is made upon the Guarantor by the Beneficiaries as aforesaid.

5.2 Stay of Acceleration

If acceleration of the time for payment of any amount payable by any of the Loan Parties in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of any of the Loan Parties or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiaries.

5.3 Expenses

The Guarantor shall pay to the Beneficiaries all reasonable out of pocket costs and expenses as provided in Section 14.1 of the Credit Agreement which shall include, but shall not be limited to, all of Beneficiaries' reasonable attorneys' and paraprofessionals' fees.

5.4 Interest

Any payment obligation comprised in the Obligations guaranteed hereunder which is not paid when due hereunder shall bear interest, to the extent not already included in the

Obligations, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment at the rate or rates provided in the relevant Document for such Obligations or, in the event no such rate is provided for therein, at a rate per annum that is equal to the Default Rate. Any other amounts payable pursuant hereto, including pursuant to Section 5.3, which are not paid when due hereunder shall bear interest, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment or reimbursement thereof by the Guarantor at a rate per annum that is equal to the Default Rate. All such interest shall accrue daily and shall be payable by the Guarantor on demand by the Beneficiaries.

ARTICLE 6
SUBROGATION

6.1 Subrogation

(a) Until all the Obligations have been irrevocably paid in full in cash, the Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by applicable law, any right to enforce any remedy which the Beneficiaries now have or may hereafter have against the Loan Parties in respect of the Obligations, and until such time the Guarantor waives any benefit of, and any right to participate in, any security, now or hereafter held by the Beneficiaries for the Obligations.

(b) If (i) the Guarantor performs or makes payment to the Beneficiaries of all amounts owing by the Guarantor under this Guarantee, and (ii) the Obligations are performed and irrevocably paid in full then the Beneficiaries will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of the Beneficiaries' interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; COVENANTS

7.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Beneficiaries and acknowledges and confirms that each of the Beneficiaries is relying upon such representations and warranties:

(a) Status and Authority

It is a **[corporation]** existing under the laws of [●], is validly existing under those laws and is registered to carry on business in all jurisdictions in which the failure to be so registered would reasonably be expected to have a Material Adverse Effect and has all **[corporate]** authority, capacity and powers and all material Governmental Authorizations required to carry on its business as now conducted.

(b) Valid Authorization

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which it is a party (i) is within the Guarantor's **[corporate]** authority, capacity and power, (ii) has been duly authorized by all necessary **[corporate]** and other action and such authorizations remain in full force and effect, (iii) requires no Governmental Authorization or action by or in respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under its **[constating documents]**, any provision of applicable law by which it is bound or to which any of its assets are subject, or cause a limitation on its powers (or, to the extent applicable, the powers of its directors) to be exceeded, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of its Affiliates (other than, in the case of (iii) and (iv) above, pursuant to the Security).

(c) Enforceability of Documents

This Guarantee and each of the other Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(d) Eligible Contract Participant

It is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

7.2 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.

7.3 Nature of Representations and Warranties

The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigations or examinations which may be made by the Beneficiaries or Beneficiaries' Counsel. Such representations and warranties shall survive until this Guarantee has been terminated.

7.4 Covenants Contained in the Credit Agreement and Other Documents

The Guarantor hereby covenants and agrees with the Beneficiaries that the Guarantor shall observe, perform and comply with any and all of the covenants of the Borrowers contained in the Credit Agreement or the other Documents that the Canadian Borrower agrees that the Guarantor and any of the other Loan Parties shall observe, perform and comply with or that the Canadian Borrower shall cause the Guarantor and such other Loan Parties to observe, perform and comply with.

7.5 Keepwell

To the extent the Guarantor is a Qualified ECP Guarantor, it hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Loan Party (that provides a guarantee to the Beneficiaries) to honour all of its obligations under its Guarantee in respect of Swap Obligations (provided, however, that the Guarantor shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section, or otherwise under this Guarantee, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Guarantor under this Section shall remain in full force and effect until discharged in accordance with the provisions of this Guarantee. The Guarantor intends that this Section constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Loan Party (that provides a guarantee to the Beneficiaries) for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE 8
SUBORDINATION AND POSTPONEMENT

8.1 Postponement

All debts and liabilities, present and future, of the Loan Parties to the Guarantor are hereby assigned to the Agent and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Agent and, upon the occurrence and during the continuance of an Event of Default, forthwith upon receipt will be paid over to the Beneficiaries, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

ARTICLE 9
GENERAL

9.1 Waiver of Notices

The Guarantor hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to this Guarantee and the obligations guaranteed hereunder, except for the demand pursuant to Section 5.1.

9.2 Benefit of the Guarantee

This Guarantee shall enure to the benefit of the respective successors and permitted assigns of the Beneficiaries and be binding upon the successors of the Guarantor.

9.3 Foreign Currency Obligations

The Guarantor shall be liable for, and shall make payment relative to, each Obligation in the currency (the "**original currency**") in which the Loan Parties are required to pay such Obligation and, if no such currency is designated by the Credit Agreement or the other Documents, then in such currency as determined by the appropriate Beneficiaries in their sole discretion. If the Guarantor makes payment relative to any Obligation to the Beneficiaries in a currency (the "**other currency**") other than the original currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction) or, if the original currency must be converted into other currency for the purposes of (a) making or filing a claim or proof against the Guarantor, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment in any court or other tribunal (collectively, "**Other Proceedings**"), then (i) such payment shall constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the original currency which the Beneficiaries are able to purchase with the amount of other currency they receive on the date of receipt in accordance with normal practice and (ii) such other currency as used in the Other Proceedings shall not discharge the liability of the Guarantor from and against any loss suffered by Beneficiaries as a result of any discrepancies (including, without limitation, the rate or rates of exchange) between the original currency and the other currency. If the amount of the original currency which the Beneficiaries are able to purchase is less than the amount of such currency originally due in respect of the relevant Obligation, the Guarantor shall indemnify and save the Beneficiaries harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Guarantee, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Beneficiaries and shall continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order. A certificate of a Beneficiary as to any such loss or damage shall constitute *prima facie* evidence thereof, in the absence of manifest error.

9.4 Taxes and Set-off by Guarantor

All payments by the Guarantor under this Guarantee, whether in respect of principal, interest, interest on overdue and unpaid interest, fees or any other Obligations, shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the Guarantor is prohibited by applicable laws from doing so, in which event the Guarantor shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) forthwith pay to the Beneficiaries such additional amount so that the net amount received by the Beneficiaries will equal the full amount which would have been received by it had no such deduction or withholding been made;

(c) pay to the relevant taxation or other authorities, within the period for payment required by applicable laws, the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to this Section);

(d) furnish to the Beneficiaries promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid; and

(e) indemnify and hold the Beneficiaries harmless against any losses or costs incurred by the Beneficiaries by reason of any failure by the Guarantor to timely and fully perform its obligations under this Section 9.4.

9.5 No Waiver; Remedies

No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.7 Amendments and Waivers

Any provision of this Guarantee may be amended, waived or a consent given in respect thereof with the concurrence of the Guarantor and the Agent on behalf of the Beneficiaries. Any waiver and any consent by the Agent on behalf of the Beneficiaries under any provision of this Guarantee must be in writing signed by the Agent and may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.8 Additional Security

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees) now or hereafter held by the Beneficiaries and any other rights or remedies they might have.

9.9 Notices

Any demand, notice or other communication (hereinafter in this Section referred to as a "**Communication**") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery, telecopier or other electronic means or by registered mail addressed to the recipient as follows:

To the Agent on behalf of the Beneficiaries as follows:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

To the Guarantor:

● **[Insert name of relevant Loan Party]**
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile: (306) 627-3793

or such other address or telecopy number as may be designated by notice by any party to the other. Any Communication given by personal delivery or telecopier or other electronic means shall be conclusively deemed to have been given on the day of actual delivery or transmittal thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery, telecopier or other electronic means.

9.10 Assignment

The rights of the Beneficiaries under this Guarantee may be assigned by the Beneficiaries in accordance with the provisions of the Credit Agreement and without the consent of the Loan Parties or the Guarantor during the continuance of an Event of Default and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee.

9.11 Time of Essence

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Beneficiaries.

9.12 Financial Condition of the Loan Parties

The Guarantor is fully aware of the financial condition of each of the Loan Parties and acknowledges that it shall receive a benefit from each Loan Party entering into the Documents to which each such Loan Party is a party. The Guarantor assumes all responsibility for being and keeping itself informed of the Loan Parties' financial condition and assets, and of all other circumstances bearing upon the risk of non-payment or non-performance of the Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder, and agrees that the Beneficiaries shall not have a duty to advise Guarantor of information known to any of them regarding such circumstances or risks.

9.13 Acknowledgement of Documentation

The Guarantor hereby acknowledges receipt of a true and complete copy of the other Documents and all of the terms and conditions thereof.

9.14 Entire Agreement

This Guarantee and the other Documents constitute the entire agreement between the Beneficiaries and the Guarantor with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein or therein.

9.15 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.16 Attornment; Submission to Jurisdiction; Waiver of Venue

THE GUARANTOR AND EACH OF THE BENEFICIARIES HEREBY ATTORN AND SUBMIT TO THE JURISDICTION OF THE COURTS OF THE PROVINCE OF ALBERTA IN REGARD TO LEGAL PROCEEDINGS RELATING TO THIS GUARANTEE. FOR THE PURPOSE OF ALL SUCH LEGAL PROCEEDINGS, THE COURTS OF THE PROVINCE OF ALBERTA SHALL HAVE JURISDICTION TO ENTERTAIN ANY ACTION ARISING UNDER THIS GUARANTEE. THE GUARANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH ALBERTA COURT AND AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE CONSTRUED NOR OPERATE TO LIMIT THE RIGHT OF THE GUARANTOR OR THE BENEFICIARIES TO COMMENCE ANY ACTION RELATING HERETO IN ANY OTHER JURISDICTION, NOR TO LIMIT THE RIGHT OF THE COURTS OF ANY OTHER JURISDICTION TO TAKE JURISDICTION OVER ANY ACTION OR MATTER RELATING HERETO.

THE GUARANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE IN ANY COURT REFERRED TO IN SECTION 9.16. THE GUARANTOR HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

9.17 Waiver of Jury Trial

THE GUARANTOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING WITH RESPECT TO, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS GUARANTEE OR ANY OTHER DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN OR RELATED HERETO OR THERETO (WHETHER FOUNDED IN CONTRACT, TORT, OR ANY OTHER LEGAL OR OTHER THEORY) OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE AGENT, ANY OTHER BENEFICIARY OR THE LOAN PARTIES OR ANY OTHER GUARANTOR IN CONNECTION THEREWITH). THE GUARANTOR CERTIFIES THAT NO OTHER PARTY AND NO RELATED PARTY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER DOCUMENTS TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENT AND THE BENEFICIARIES ENTERING INTO THE DOCUMENTS.

9.18 Interest Limitation

The following interest limitation shall apply to the Guarantor only. Notwithstanding any other provision of this Guarantee, the Credit Agreement or the other Documents, the Guarantor does not agree, and shall not be charged with, or obligated to pay, any amount which would render this Guarantee, the Credit Agreement or any of the other Documents usurious as to the Guarantor under applicable law. It is the intention of the Guarantor and the Beneficiaries to conform strictly to applicable usury laws presently in force, and any agreement for taking, receiving, reserving or charging interest shall be held to be subject to reduction to the amount allowed under applicable usury laws, so that if from any circumstance any amount deemed interest under applicable law is in excess of the maximum permitted by applicable law, such excess shall be canceled automatically and, if theretofore paid, shall be credited on the principal amount of the Obligations or, at Beneficiaries' option, refunded to the Guarantor. All sums charged, paid or agreed to be paid under this Guarantee, the Credit Agreement and the other Documents for the use, forbearance or detention of the Obligations which are in excess of the maximum permitted by applicable law shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term of the Obligations until payment in full so that the rate or amount of interest does not exceed the applicable maximum lawful rate for so long as the Obligations are outstanding.

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IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first written above.

● **[INSERT NAME OF RELEVANT LOAN PARTY]**

Per: _____
Name:
Title:

Per: _____
Name:
Title

SCHEDULE H-14

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of ●, 20●

BETWEEN

DARREL NOEL MONETTE, an individual residing in the Province of Saskatchewan (the "**Debtor**"),

- and -

THE BANK OF NOVA SCOTIA, in its capacity as Agent for and on behalf of the Beneficiaries (the "**Secured Party**")

AND WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of the Obligations (as hereinafter defined), the security interest and assignment, mortgage and charge granted herein;

AND WHEREAS the Lenders, the Bank Product Affiliates and the Hedging Affiliates have appointed and authorized the Secured Party to act as their agent and attorney for the purpose of holding security granted by the Debtor;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, this Section and any schedules or attachments hereto, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "Beneficiary" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Borrowers**" means, collectively, Monette Farms Ltd., Monette Farms USA, Inc. and the Debtor and each of their successors and permitted assigns.

"**Charge**" means the security interests, assignments, mortgages and charges created hereunder.

"**Collateral**" has the meaning set out in Section 2.1.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024, between the Borrowers, as borrowers, the Secured Party, as agent, and the Lenders, as lenders, relating to the establishment of certain credit facilities in favour of the Borrowers, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Delivery**" and the corresponding term "**Delivered**" when used with respect to Securities means:

(i) in the case of Collateral constituting certificated securities, transfer thereof to the Secured Party or its nominee by physical delivery of the security certificates to the Secured Party or its nominee, such Collateral to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Secured Party;

(ii) in the case of Collateral constituting uncertificated securities, (A) registration thereof on the books and records of the issuer thereof in the name of the Secured Party or its nominee or (B) the execution and delivery by the issuer thereof of an effective agreement (each, an "**Issuer Control Agreement**"), pursuant to which such issuer agrees that it will comply with instructions originated by the Secured Party or its nominee without further consent of the Debtor or any other person; and

(iii) in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Collateral constituting Securities in favour of the Secured Party or its nominee.

"**Guarantee**" means the guarantee made as of December 5, 2018 by the Debtor in favour of the Beneficiaries, as the same may be amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"Issuer Control Agreement" has the meaning set out in clause (ii) of the definition of "Delivery".

"Obligations" means, collectively and at any time and from time to time, all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and other Documents and including, without limitation, the principal of, and all interest, fees, reasonable legal and other costs, charges and expenses owing or payable on or in respect of, any and all Loans, (b) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (c) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (d) all liabilities, obligations and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

1.2 Definitions used in the Credit Agreement

Capitalized terms used herein without express definition shall, unless something in the subject matter or context is inconsistent therewith, have the same meanings as are ascribed to such terms in the Credit Agreement.

1.3 *Personal Property Security Act* (Alberta) Definitions

The terms "accessions", "accounts", "certificated security", "chattel paper", "control", "documents of title", "goods", "instruments", "intangibles", "inventory", "investment property" "money", "proceeds", "securities intermediary", "security certificate" and "uncertificated security" whenever used herein shall have the meanings given to those terms in the *Personal Property Security Act* (Alberta) (the "**PPSA**"), as now enacted or as the same may from time to time be amended, re-enacted or replaced.

1.4 Headings and References

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.5 Included Words

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.6 Calculation of Interest

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.7 Schedules

The following are the Schedules to this Agreement:

Schedule A – Securities

Any schedule to this Agreement is incorporated by reference and shall be deemed to be part of this Agreement.

ARTICLE 2
GRANT OF SECURITY

2.1 Security

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby pledges, hypothecates, assigns, charges, conveys, sets over and

transfers unto the Secured Party for the benefit of the Beneficiaries and grants to the Secured Party a security interest in all of the present and future undertaking, assets and personal property of the Debtor including, without limitation, all present and after-acquired personal property of the Debtor (collectively, the "**Collateral**"), and as further general and continuing security for the payment and performance of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral to the Secured Party. Without limiting the generality of the foregoing, the Collateral shall include all right, title and interest that the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in all property of the following kinds:

(a) Accounts Receivable: all debts, accounts, accounts receivables, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the "**Receivables**");

(b) Inventory: all inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all goods held for sale or lease, or furnished or to be furnished under contracts for service, or that are work in progress, or that are raw materials used or consumed in the business of the Debtor (collectively, the "**Inventory**");

(c) Equipment: all goods, machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not Inventory, including, without limiting the generality of the foregoing, the tangible personal property described in any schedule hereto executed by both the Debtor and the Secured Party;

(d) Chattel Paper: all chattel paper;

(e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(f) Investment Property and Instruments: all shares (including, for certainty, preferred shares), stock, warrants, bonds, debentures, debenture stock and other investment property including, without limitation, securities accounts, financial assets, securities entitlements and all instruments (collectively, the "**Securities**"), including, without limitation, the Securities set forth on Schedule "A" attached hereto (as such Schedule may be amended, supplemented or modified from time to time), all security certificates, if any, and other instruments evidencing or representing such Securities, and all dividends, interest, distributions, cash, instruments and other property, income, profits and proceeds from time to time received or receivable upon or otherwise distributed or distributable in respect of or in exchange for any and all of the Securities and all additional or substitute shares of capital stock or other equity interests of any class of any issuer from time to time issued to or otherwise acquired by the Debtor in any manner in respect of Securities, the security certificates, if any, and other instruments representing such additional or substitute shares, and all dividends, interests, distributions, cash, instruments and other property, income, profits and proceeds from time to time received or receivable upon or otherwise distributed or distributable in respect of or an exchange for any or all of such additional or substitute shares;

(g) Intangibles: all intangibles not described in Section 2.1(a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;

(h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(i) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in Sections 2.1(a) to (h) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;

(j) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in Sections 2.1(a) to (i) inclusive; and

(k) Proceeds: all proceeds of the property described in Sections 2.1(a) to (j) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for the loss of or damage to such property and all money received or receivable from time to time by the Debtor in connection with the sale of any of the foregoing;

provided that the Charge shall not: (i) extend, include or apply to the last day of the term of any lease now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said Charge, the Debtor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said Charge, (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which he is bound or (iii) extend to, and the Collateral shall not include any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of, or permit any person to terminate, the Contractual Rights, but the Debtor shall hold his interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that he shall, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

2.2 Attachment of Security Interest

The Debtor acknowledges (i) that value has been given, (ii) that the security interest granted hereby shall attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral, (iii) he has not agreed to postpone the time of attachment of the security interest and (iv) he has received a copy of this Agreement.

2.3 Evergreen Grant

For the purposes of Section 13(2) of the PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be novated and re-granted each year on the anniversary date of this Agreement, without any further action of the Debtor or the Secured Party. For certainty, the Debtor acknowledges, confirms and agrees that

such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Agreement is discharged by the Secured Party pursuant to Section 6.8 hereof.

2.4 Rights and Duties of Secured Party

(a) The Secured Party may perform any of its rights and duties hereunder in respect of the Collateral by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder.

(b) In the holding of the Securities Delivered to the Secured Party pursuant to this Agreement, the Secured Party and any nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Secured Party and any nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Securities Delivered to the Secured Party pursuant to this Agreement if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Secured Party or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 Representations and Warranties

The Debtor hereby represents and warrants to the Secured Party and the Beneficiaries that (and acknowledges that the Secured Party and the Beneficiaries are relying on the same):

(a) the Debtor is an individual residing in the Province of Saskatchewan and this Agreement constitutes a legal and valid agreement binding on the Debtor, enforceable in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Debtor pursuant to any agreement, indenture or other instrument to which the Debtor is a party or by which the Debtor or any of his property may be bound or affected;

(b) except to the extent previously disclosed to the Secured Party in writing:

(i) the Debtor is the legal and beneficial owner of the Securities, free of any security interest, other than any security interest in favour of the Secured Party, with full right and authority to create the security interest and to cause Delivery of the Securities to the Secured Party pursuant hereto;

(ii) no Securities are in the possession or control of any person asserting a claim thereto or security interest therein, except that the Secured Party or its

nominee or a securities intermediary acting on its behalf may have possession or control of the Collateral;

(iii) all Securities Delivered, or required to be Delivered, to the Secured Party pursuant to this Agreement have been duly authorized and validly issued, are outstanding as fully paid and non-assessable and constitute 100% of the issued and outstanding shares of capital stock or other equity interests of the issuer thereof held by the Debtor; and

(iv) there is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which the Debtor could be required to sell or otherwise dispose of any of the Securities;

(c) no authorization, consent, permit or approval of, or other action by, or filing with or notice to, any Governmental Authority or other similar entity have jurisdiction is required in connection with the execution and delivery by the Debtor of this Agreement and the performance of the Debtor's obligations hereunder, except as may be required to perfect the security interest granted hereby or in connection with the disposition of all or any Collateral by Applicable Laws affecting the offering and sale of securities generally; and

(d) all of the tangible personal property and assets of the Debtor are located in the Provinces of Saskatchewan and British Columbia.

3.2 Survival of Representations and Warranties

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement notwithstanding any investigations or examinations which may be made by any of the Beneficiaries or their legal counsel. Such representations and warranties shall survive until this Agreement has been terminated and discharged in accordance with Section 6.8 hereof.

3.3 Covenants

The Debtor covenants with the Secured Party that the Debtor shall:

(a) ensure that the representations and warranties set forth in Section 3.1 will be true and correct at all times;

(b) defend the Securities Delivered to the Secured Party against all claims and demands respecting such Securities made by any person other than the Secured Party at any time and, except as approved in writing by the Secured Party prior to their creation or assumption, keep the Securities free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests;

(c) except as expressly permitted pursuant to the Credit Agreement, not sell or dispose of, transfer, relinquish or otherwise deal with any of his interest in the Collateral;

(d) provide to the Secured Party, promptly upon request, all information and evidence the Secured Party may reasonably request concerning the Collateral to enable the Secured Party to enforce the provisions hereof;

(e) not change his name or the jurisdiction of his primary residence or the location of the office where he keeps his records respecting the Receivables without giving 15 days' prior written notice thereof to the Secured Party;

(f) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement, including, without limitation, to enforce the Charge and remedies provided hereunder, or to better evidence and perfect the Charge, and, upon the occurrence of an Event of Default, the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any receiver or receiver and manager appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;

(g) pay to the Secured Party forthwith upon demand all reasonable costs and expenses as provided in Section 14.1 of the Credit Agreement; and

(h) except with the prior written consent of the Secured Party, not grant "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any Securities to any person other than the Secured Party.

ARTICLE 4
SECURITIES; ACCOUNT DEBTORS

4.1 Registration of Securities; Voting Rights

(a) The Secured Party may require that the Debtor have any Securities registered in the name of the Secured Party or in the name of its nominee and, subject to the provisions of Section 4.1(b), the Debtor is entitled to exercise, either directly or, if the Collateral constituting Securities is registered in the name of the Secured Party or its nominee, by power of attorney or proxy, all the rights and powers of a holder of such Collateral, including the right to vote from time to time exercisable in respect of the Collateral and to give proxies, consents, ratifications and waivers in respect thereof and, prior to an Event of Default, the Secured Party shall promptly deliver to the Debtor all notices or other communications received by it or its nominee in respect of such Collateral that is registered in the name of the Secured Party or its nominee. No such action may be taken if it would be prejudicial to the interests of the Secured Party or would violate or be inconsistent with the Guarantee or this Agreement or any other agreement relating thereto or hereto or would have the effect of reducing the value of such Collateral as security for the Obligations or imposing any restriction on the transferability of any of the Collateral. The Beneficiaries shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor shall from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

(b) Upon the occurrence of an Event of Default, the Secured Party may give the Debtor a notice prohibiting the Debtor from exercising the rights and powers of a holder of the Securities, including the right to vote the Securities, at which time all such rights of the Debtor will cease immediately and the Secured Party will have the right to exercise the rights and powers related to such Collateral, including the right to vote.

4.2 Dividend and Interest Payments

(a) Subject to the provisions of Section 4.2(b), the Debtor is entitled to receive all dividend payments or other distributions or interest payments in respect of the Securities. If the Securities have been registered in the name of the Secured Party or its nominee, the Secured Party will execute and deliver (or cause to be executed and delivered) to the Debtor all directions and other instruments as the Debtor may request for the purpose of enabling the Debtor to receive the dividends or other payments that the Debtor is authorized to receive pursuant to this Section 4.2(a).

(b) Upon the occurrence of an Event of Default, all rights of the Debtor pursuant to Section 4.2(a) will cease, and all such rights will thereupon become vested in the Secured Party, and the Secured Party will have the sole and exclusive right and authority to receive and retain all payments that the Debtor would otherwise be authorized to retain pursuant to Section 4.2(a). All money and other property received by the Secured Party pursuant to the provisions of this Section 4.2(b) may be applied on account of the Obligations or may be retained by the Secured Party as additional Collateral hereunder and be applied in accordance with the provisions of this Agreement. All payments which are received by the Debtor contrary to the provisions of this Section 4.2(b) will be held by the Debtor in trust for the benefit of the Secured Party, will be segregated from other property or funds of the Debtor and will be forthwith Delivered to the Secured Party or its nominee to hold as Collateral.

4.3 Control of Securities

Upon the request of the Secured Party, the Debtor shall take all steps in order to provide "control" (within the meaning of the PPSA) to the Secured Party of all Securities including, without limitation, delivering all share certificates relating to such Securities. To the extent the Debtor acquires, by way of amalgamation or otherwise, any additional Securities at any time or from time to time after the date hereof, such Securities will automatically (and without any further action being required to be taken by the Secured Party) be subject to the security interest and pledge created hereby. Upon request of the Secured Party, the Debtor will take, or cause to be taken, as promptly as practicable and, in any event within 5 Banking Days after it obtains such additional Securities, all steps and actions as the Secured Party deems necessary to ensure that the additional Securities are Delivered to the Secured Party.

4.4 Notification of Account Debtors

The Secured Party may give notice of this Agreement and the Charge granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, following the occurrence of an Event of Default that is continuing, may give notice to any such account debtors or other person to make all further payments to the Secured Party, and, after the occurrence and during the

continuance of an Event of Default, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and forthwith paid over to the Secured Party on request.

ARTICLE 5
REMEDIES

5.1 Remedies

(a) Upon the occurrence and during the continuance of any Event of Default any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable and, in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently, or both, and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

(i) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Collateral (which term when used in this Section 5.1 shall include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 5.1 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;

(iii) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(iv) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;

(v) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;

(vi) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Collateral or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any officer or duly authorized representative of

the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Collateral by, from, through or under the Debtor;

(vii) the Secured Party may accept the Collateral in satisfaction or partial satisfaction of the Obligations upon notice to the Debtor of his intention to do so in the manner required by law;

(viii) the Secured Party may borrow money on the security of the Collateral for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Collateral in priority to the Charge;

(ix) the Secured Party may enter upon, occupy and use all or any of the Collateral occupied by the Debtor and use all or any of the Collateral for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party and the Beneficiaries will not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges, depreciation or damages in connection with such actions;

(x) the Secured Party may charge on its own behalf and pay to others all amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at a rate per annum equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum and (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum, shall be added to and form part of the Obligations hereby secured;

(xi) the Secured Party may discharge any claim, Security Interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with all reasonable costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured; and

(xii) with respect to the Securities, the Secured Party may:

a. vote any of the Securities (whether or not registered in the name of the Secured Party or its nominee) and give or withhold all consents, waivers and ratifications in respect thereof; and

b. exercise all rights of conversion, exchange or subscription, or any other rights, privileges or options pertaining to any of the Securities, including the right to exchange at its discretion any of the Securities upon the amalgamation, arrangement, merger, consolidation or other reorganization of the issuer of the Securities, all without liability except to account for property actually received by the Secured Party.

(b) The Secured Party and the Beneficiaries may:

(i) grant extensions of time;

(ii) take and perfect or abstain from taking and perfecting security;

(iii) give up securities;

(iv) accept compositions or compromises;

(v) grant releases and discharges; and

(vi) release any part of the Collateral or otherwise deal with the Debtor, debtors and creditors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit,

without prejudice to the liability of the Debtor to the Secured Party and the Beneficiaries or the Beneficiaries' rights hereunder.

(c) The Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral.

(d) The Secured Party shall apply any proceeds of realization of the Collateral to payment of reasonable expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party shall apply any balance of such proceeds to payment of the Obligations in accordance with the Credit Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party and the Beneficiaries forthwith on demand. Subject to the requirements of applicable law, any surplus realized in excess of the Obligations shall be paid over to the Debtor.

(e) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

ARTICLE 6
GENERAL

6.1 Benefit of the Agreement

This Agreement shall be binding upon the successors and permitted assigns of the Debtor and shall benefit the successors and permitted assigns of the Secured Party and other Beneficiaries.

6.2 Conflict of Terms; Entire Agreement

This Agreement has been entered into as collateral security for the Obligations and pursuant to the provisions of the Guarantee and the Credit Agreement and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Guarantee and the Credit Agreement, the rights and obligations of the parties will be governed by the provisions of the Guarantee and the Credit Agreement (as applicable). This Agreement together with any Issuer Control Agreement Delivered to the Secured Party pursuant to the terms hereof cancel and supersede any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Secured Party and the Debtor with respect to the subject matter hereof other than as expressly set forth in this Agreement, in any Issuer Control Agreement or in the Guarantee, the Credit Agreement or any other Document to which the Debtor is a party.

6.3 No Waiver

No delay or failure by the Beneficiaries in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

6.4 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

6.5 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, facsimile or other electronic means, addressed to the recipient as follows:

To the Debtor:

Darrel Noel Monette
c/o Monette Farms Ltd.
P.O. Box 1298

Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile: (306) 627-3793

To the Secured Party:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

or such other address, electronic communication number, or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication during normal business hours at the place of receipt on a Banking Day shall be conclusively deemed to have been made or given at the time of actual delivery or transmittal, as the case may be, on such Banking Day. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication after normal business hours at the place of receipt or otherwise than on a Banking Day shall be conclusively deemed to have been made or given at 9:00 a.m. (Calgary time) on the first Banking Day following actual delivery or transmittal, as the case may be.

6.6 Modification; Waivers; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by the Debtor and the Secured Party. No waiver of any provision of this Agreement by the Secured Party shall be effective unless the same is in writing and signed by the Secured Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The rights of the Secured Party (including those of any Beneficiary) under this Agreement may only be assigned in accordance with the requirements of the Credit Agreement, the applicable document in respect of Bank Products or applicable Lender Financial Instrument (as the case may be). The Debtor may not assign his obligations under this Agreement. Any assignee of a Beneficiary shall be bound hereby, *mutatis mutandis*.

6.7 Additional Continuing Security

This Agreement and the Charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or the Beneficiaries and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

6.8 Discharge

The Debtor and the Collateral shall not be discharged from the Charge or from this Agreement except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

6.9 No Release

The loss, injury or destruction of the Collateral shall not operate in any manner to release or discharge the Debtor from any of his liabilities to the Beneficiaries.

6.10 No Obligation to Act

Notwithstanding any provision of this Agreement or any other Document or the operation, application or effect hereof, the Secured Party, the other Beneficiaries or any Receiver, or any representative or agent acting for or on behalf of the foregoing, shall not have any obligation whatsoever to exercise or refrain from exercising any right, power, privilege or interest hereunder or to receive or claim any benefit hereunder.

6.11 Admit to Benefit

Subject to Section 6.6, no person other than the Debtor and the Beneficiaries shall have any rights or benefits under this Agreement, nor is it intended that any such person gain any benefit or advantage as a result of this Agreement nor shall this Agreement constitute a subordination of any security in favour of such person.

6.12 Time of the Essence

Time shall be of the essence with regard to this Agreement.

6.13 Waiver of Financing Statement, etc.

The Debtor hereby waives the right to receive from the Secured Party or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Agreement.

6.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

6.15 Saskatchewan Waiver

The Debtor agrees that the *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement or any agreement renewing, extending or collateral to this Agreement.

6.16 Attornment

The Debtor and each of the Beneficiaries each hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action or proceeding arising under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or any Beneficiary to commence any action or proceeding relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action, proceeding or matter relating hereto.

6.17 Electronic Execution

Any party may deliver an executed signature page to this Agreement by electronic transmission and such delivery will be as effective as delivery of a manually executed copy of the Agreement by such party.

6.18 Executed Copy

The Debtor hereby acknowledges receipt of a fully executed copy of this Agreement.

6.19 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

DARREL NOEL MONETTE

_____

WITNESS:

_____
Name:

THE BANK OF NOVA SCOTIA, as Secured Party

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE A

SECURITIES

2,000 Class M Preferred Shares in the capital of Monette Farms Ltd. as evidenced by Certificate No. 4M

15,873,565 Class N Preferred Shares in the capital of Monette Farms Ltd. as evidenced by Certificate No. **[1N]**

46,675,900 Class O Preferred Shares in the capital of Monette Farms Ltd. as evidenced by Certificate No. 1O

100 Class A Common Shares in the capital of DMO Holdings Ltd. as evidenced by Certificate No. 1A

12,000,000 Class K Preferred Shares in the capital of DMO Holdings Ltd. as evidenced by Certificate No. 1K

100 Class A Common Shares in the capital of Goat's Peak Winery Ltd. (formerly, 1171993 B.C. Ltd.) as evidenced by Certificate No. A-1

● Class ● Common Shares in the capital of Monette Land Corp. as evidenced by Certificate No. ●

● Class ● Common Shares in the capital of The Blue Goose Cattle Company Ltd. as evidenced by Certificate No. ●

SCHEDULE H-15

DARREL NOEL MONETTE

GUARANTEE

MADE AS OF •, 20•

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DARREL NOEL MONETTE

GUARANTEE

THIS GUARANTEE is made as of •, 20•

WHEREAS the Guarantor is an Affiliate of the Canadian Borrower;

AND WHEREAS the Guarantor has agreed to provide a guarantee with respect to the Credit Facilities provided by the Lenders pursuant to the Credit Agreement and with respect to the Lender Financial Instrument Obligations and the Bank Product Obligations;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of Cdn. $10.00 now paid by the Beneficiaries to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Guarantor hereby covenants and agrees with the Beneficiaries as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

(a) In this Guarantee and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "**Beneficiary**" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Beneficiaries' Counsel**" means Dentons Canada LLP or such other firm of lawyers as may be selected by the Beneficiaries from time to time.

"**Canadian Borrower**" means Monette Farms Ltd. and its successors and permitted assigns.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024, between the Canadian Borrower, Monette Farms USA, Inc. and the Guarantor, as borrowers, The Bank of Nova Scotia and such other financial institutions as are or may become parties thereto, as lenders, and The Bank of Nova Scotia as agent of such lenders, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Default Rate**" means a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum.

"**Documents**" means, collectively, the Documents as defined in the Credit Agreement together with any and all Lender Financial Instruments.

"**Excluded Swap Obligations**" means, with respect to the Guarantor, any Swap Obligation if (and only if), and to the extent that, all or a portion of this Guarantee, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Guarantee**" means this guarantee, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Guarantor**" means Darrel Noel Monette and his successors and permitted assigns.

"**Loan Parties**" means, collectively, Monette Farm Family Trust and the Loan Parties (as such term is defined in the Credit Agreement), and "Loan Party" means any one of them.

"**Obligations**" means, collectively and at any time and from time to time, except for Excluded Swap Obligations, all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Loan Parties to any of the Beneficiaries or to all of them including, without limitation, (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and other Documents and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Loan Parties under the Credit Agreement and other Documents, (ii) all Bank Product Obligations of the Loan Parties of or owing by the Loan Parties to any and all Lenders and Bank Product Affiliates and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Loan Parties to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, the Guarantor and each Loan Party (that provides a guarantee to the Beneficiaries) and that has total assets exceeding U.S. $10,000,000 at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity

Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

(b) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement. For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantee. The terms "this Guarantee", "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

1.3 Number; persons; including

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, limited and unlimited liability companies, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 *Interest Act* (Canada)

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.5 Nominal Rates

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Guarantee; all interest payments to be made hereunder shall be

paid without allowance or deduction for deemed reinvestment or otherwise, before and after demand, default and judgment. The rates of interest specified in this Guarantee are intended to be nominal rates and not effective rates and any interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

ARTICLE 2
GUARANTEE

2.1 Guarantee of Obligations

The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiaries the payment and performance of all of the Obligations, together with interest thereon as provided in Section 5.4.

2.2 Indemnity

If any or all of the Obligations are not duly paid or performed by the Loan Parties and are not recoverable under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Beneficiaries from and against all losses resulting from the failure of the Loan Parties to pay and perform such Obligations.

2.3 Guarantor as Principal Obligor

If any or all of the Obligations are not duly paid or performed by the Loan Parties after demand therefor and are not recoverable under Section 2.1 or the Beneficiaries are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations shall, as a separate and distinct obligation, be recoverable by the Beneficiaries from the Guarantor as the primary obligor and principal debtor in respect thereof and shall be paid to the Beneficiaries forthwith after demand therefore as provided herein.

2.4 Guarantee Absolute and Unconditional

The liability and obligations of the Guarantor hereunder shall be continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by, and the Guarantor hereby irrevocably waives any defenses he may now or hereafter have in any way relating to, any or all of the following:

(a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the Obligations, covenants or undertakings of the Loan Parties under the Documents;

(b) any modification or amendment of or supplement to the Obligations;

(c) any loss of or in respect of any security held by the Beneficiaries, whether occasioned by the fault of the Beneficiaries or otherwise, including any release, non-perfection or invalidity of any such security;

(d) any change in the existence, structure, constitution, name, control or ownership of a Loan Party or any other person, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Loan Parties or any other person or their respective assets;

(e) the existence of any set-off, counterclaim, claim or other right which the Guarantor or the Loan Parties may have at any time against the Beneficiaries or any other person, whether in connection with the Credit Agreement, this Guarantee or any unrelated transaction;

(f) any provision of applicable law purporting to prohibit or limit the payment by the Loan Parties of any Obligation, and the foregoing is hereby waived by the Guarantor to the extent permitted under applicable law;

(g) any limitation, postponement, prohibition, subordination or other restriction on the right of a Beneficiary to payment of the Obligations;

(h) any release, substitution or addition of any other guarantor of the Obligations;

(i) any defence arising by reason of any failure of any Beneficiary to make any presentment, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non-payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations;

(j) any defence arising by reason of any failure of a Beneficiary to proceed against any of the Loan Parties or any other person, or to apply or exhaust any security held from any of the Loan Parties or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Beneficiaries;

(k) any defence arising by reason of the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any security or guarantee in support thereof, or by reason of any incapacity, lack of authority, or other defence of any of the Loan Parties or any other person, or by reason of any limitation, postponement or prohibition on a Beneficiary's rights to payment, or the cessation from any cause whatsoever of the liability of any of the Loan Parties or any other person with respect to all or any part of the Obligations (other than irrevocable payment to the Beneficiaries in full, in cash, of the Obligations), or by reason of any act or omission of the Beneficiaries or others which directly or indirectly results in the discharge or release of any of the Loan Parties or any other person or of all or any part of the Obligations or any security or guarantee therefor, whether by contract, operation of law or otherwise;

(l) any defence arising by reason of the failure by a Beneficiary to obtain, register, perfect or maintain a Security Interest in or upon any property of any of the Loan Parties or any other person, or by reason of any interest of the

Beneficiaries in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral;

(m) any defence arising by reason of the failure of the Beneficiaries to marshal assets;

(n) to the extent permitted under applicable law, any defence based upon any failure of the Beneficiaries to give to any of the Loan Parties or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(o) any defence based upon or arising out of any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any of the Loan Parties or any other person, including any discharge or bar against collection of any of the Obligations; or

(p) any other law, event or circumstance or any other act or failure to act or delay of any kind by the Loan Parties, the Beneficiaries or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the Beneficiaries is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Loan Parties for reimbursement, the Guarantor's right to recover contribution from any other guarantor or any other right or remedy of the Guarantor.

2.5 Limitation of Liability

Notwithstanding any other provision hereof, the liability of the Guarantor hereunder is limited to Cdn.$2,000,000,000.00 plus accrued interest thereon.

ARTICLE 3
DEALINGS WITH THE LOAN PARTIES AND OTHERS

3.1 No Release

The Beneficiaries may, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability and obligations hereunder:

(a) grant time, renewals, extensions, indulgences, releases and discharges to the Loan Parties or any other guarantor or endorser;

(b) take or abstain from taking security or collateral from the Loan Parties or any other guarantor or endorser or from perfecting security or collateral of the Loan Parties or any other guarantor or endorser;

(c) accept compromises from the Loan Parties or any other guarantor or endorser;

(d) subject to the Documents, apply all money at any time received from a Loan Party or any of them or from security upon such part of the Obligations as the Beneficiaries may see fit or change any such application in whole or in part from time to time as the Beneficiaries may see fit; or

(e) otherwise deal with the Loan Parties and all other persons and security as the Beneficiaries may see fit.

3.2 No Exhaustion of Remedies

The Beneficiaries shall not be bound or obligated to exhaust their recourse against any of the Loan Parties or any other person or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 5) before the Beneficiaries shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

3.3 Evidence of Obligations

Any account settled or stated in writing by or between a Beneficiary or the Beneficiaries, as the case may be, and the Loan Parties shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

3.4 No Set-off

In any claim by the Beneficiaries against the Guarantor hereunder, the Guarantor shall not claim or assert any set-off, counterclaim, claim or other right that the Loan Parties or the Guarantor may have against one or more of the Beneficiaries.

ARTICLE 4
CONTINUING GUARANTEE

4.1 Continuing Guarantee

This Guarantee shall be a continuing guarantee and shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by any Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), all as though such payment had not been made.

4.2 Revival of Indebtedness

If at any time, all or any part of any payment previously received by a Beneficiary and applied to any Obligation must be rescinded or returned by the Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), such Obligation shall, for the purpose of this Guarantee, to the extent that

such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Beneficiary, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Beneficiary had not been made.

ARTICLE 5
DEMAND FOR PAYMENT, EXPENSES AND INTEREST

5.1 Demand for Payment

The Beneficiaries shall be entitled to make demand upon the Guarantor at any time during the continuance of an Event of Default and upon any such demand the Beneficiaries may treat all Obligations as due and payable and may forthwith collect from the Guarantor all Obligations. The Guarantor shall make payment to or performance in favour of the Beneficiaries of all Obligations forthwith after demand therefor is made upon the Guarantor by the Beneficiaries as aforesaid.

5.2 Stay of Acceleration

If acceleration of the time for payment of any amount payable by any of the Loan Parties in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of any of the Loan Parties or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiaries.

5.3 Expenses

The Guarantor shall pay to the Beneficiaries all reasonable out of pocket costs and expenses as provided in Section 14.1 of the Credit Agreement.

5.4 Interest

Any payment obligation comprised in the Obligations guaranteed hereunder which is not paid when due hereunder shall bear interest, to the extent not already included in the Obligations, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment at the rate or rates provided in the relevant Document for such Obligations or, in the event no such rate is provided for therein, at a rate per annum that is equal to the Default Rate. Any other amounts payable pursuant hereto, including pursuant to Section 5.3, which are not paid when due hereunder shall bear interest, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment or reimbursement thereof by the Guarantor at a rate per annum that is equal to the Default Rate. All such interest shall accrue daily and shall be payable by the Guarantor on demand by the Beneficiaries.

ARTICLE 6
SUBROGATION

6.1 Subrogation

(a) Until all the Obligations have been irrevocably paid in full in cash, the Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by applicable law, any right to enforce any remedy which the Beneficiaries now have or may hereafter have against the Loan Parties in respect of the Obligations, and until such time the Guarantor waives any benefit of, and any right to participate in, any security, now or hereafter held by the Beneficiaries for the Obligations.

(b) If (i) the Guarantor performs or makes payment to the Beneficiaries of all amounts owing by the Guarantor under this Guarantee, and (ii) the Obligations are performed and irrevocably paid in full then the Beneficiaries will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of the Beneficiaries' interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; COVENANTS

7.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Beneficiaries and acknowledges and confirms that each of the Beneficiaries is relying upon such representations and warranties:

(a) Status and Authority

He is older than 18 years of age and is of sound mind.

(b) Valid Authorization

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which he is a party (i) is within the Guarantor's authority, capacity and power, (ii) has been duly authorized by all necessary action and such authorizations remain in full force and effect, (iii) requires no Governmental Authorization or action by or in respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under any provision of applicable law by which he is bound or to which any of his assets are subject, or cause a limitation on his powers to be exceeded, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of the Loan Parties (other than, in the case of (iii) and (iv) above, pursuant to the Security).

(c) Enforceability of Documents

This Guarantee and each of the other Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(d) Eligible Contract Participant

He is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

7.2 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.

7.3 Nature of Representations and Warranties

The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigations or examinations which may be made by the Beneficiaries or Beneficiaries' Counsel. Such representations and warranties shall survive until this Guarantee has been terminated.

7.4 Keepwell

To the extent the Guarantor is a Qualified ECP Guarantor, he hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Loan Party (that provides a guarantee to the Beneficiaries) to honour all of its obligations under its Guarantee in respect of Swap Obligations (provided, however, that the Guarantor shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section, or otherwise under this Guarantee, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Guarantor under this Section shall remain in full force and effect until discharged in accordance with the provisions of this Guarantee. The Guarantor intends that this Section constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Loan Party (that provides a guarantee to the Beneficiaries) for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE 8
SUBORDINATION AND POSTPONEMENT

8.1 Postponement

All debts and liabilities, present and future, of the Loan Parties to the Guarantor are hereby assigned to the Agent and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Agent and, upon the occurrence and during the continuance of an Event of Default, forthwith upon receipt will be paid over to the Beneficiaries, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

ARTICLE 9
GENERAL

9.1 Waiver of Notices

The Guarantor hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to this Guarantee and the obligations guaranteed hereunder, except for the demand pursuant to Section 5.1.

9.2 Benefit of the Guarantee

This Guarantee shall enure to the benefit of the respective successors and permitted assigns of the Beneficiaries and be binding upon the successors of the Guarantor.

9.3 Foreign Currency Obligations

The Guarantor shall make payment relative to each Obligation in the currency (the "**original currency**") in which the Loan Parties are required to pay such Obligation. If the Guarantor makes payment relative to any Obligation to the Beneficiaries in a currency (the "**other currency**") other than the original currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the original currency which the Beneficiaries are able to purchase with the amount of other currency they receive on the date of receipt in accordance with normal practice. If the amount of the original currency which the Beneficiaries are able to purchase is less than the amount of such currency originally due in respect of the relevant Obligation, the Guarantor shall indemnify and save the Beneficiaries harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Guarantee, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Beneficiaries and shall continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or

order. A certificate of a Beneficiary as to any such loss or damage shall constitute *prima facie* evidence thereof, in the absence of manifest error.

9.4 Taxes and Set-off by Guarantor

All payments by the Guarantor under this Guarantee, whether in respect of principal, interest, interest on overdue and unpaid interest, fees or any other Obligations, shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the Guarantor is prohibited by applicable laws from doing so, in which event the Guarantor shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) forthwith pay to the Beneficiaries such additional amount so that the net amount received by the Beneficiaries will equal the full amount which would have been received by it had no such deduction or withholding been made;

(c) pay to the relevant taxation or other authorities, within the period for payment required by applicable laws, the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to this Section); and

(d) furnish to the Beneficiaries promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid.

9.5 No Waiver; Remedies

No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.7 Amendments and Waivers

Any provision of this Guarantee may be amended, waived or a consent given in respect thereof with the concurrence of the Guarantor and the Agent on behalf of the Beneficiaries. Any waiver and any consent by the Agent on behalf of the Beneficiaries under any provision of this Guarantee must be in writing signed by the Agent and may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.8 Additional Security

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees) now or hereafter held by the Beneficiaries and any other rights or remedies they might have.

9.9 Notices

Any demand, notice or other communication (hereinafter in this Section referred to as a "**Communication**") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery, telecopier or other electronic means or by registered mail addressed to the recipient as follows:

To the Agent on behalf of the Beneficiaries as follows:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

To the Guarantor:

Darrel Noel Monette
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile: (306) 627-3793

or such other address or telecopy number as may be designated by notice by any party to the other. Any Communication given by personal delivery or telecopier or other electronic means shall be conclusively deemed to have been given on the day of actual delivery or transmittal thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery, telecopier or other electronic means.

9.10 Assignment

The rights of the Beneficiaries under this Guarantee may be assigned by the Beneficiaries in accordance with the provisions of the Credit Agreement and without the consent of the Loan Parties or the Guarantor during the continuance of an Event of Default and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee.

9.11 Time of Essence

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Beneficiaries.

9.12 Financial Condition of the Loan Parties

The Guarantor is fully aware of the financial condition of each of the Loan Parties and acknowledges that he shall receive a benefit from each Loan Party entering into the Documents to which each such Loan Party is a party. The Guarantor assumes all responsibility for being and keeping itself informed of the Loan Parties' financial condition and assets, and of all other circumstances bearing upon the risk of non-payment or non-performance of the Obligations and the nature, scope and extent of the risks which the Guarantor assumes and incurs hereunder, and agrees that the Beneficiaries shall not have a duty to advise the Guarantor of information known to any of them regarding such circumstances or risks.

9.13 Acknowledgement of Documentation

The Guarantor hereby acknowledges receipt of a true and complete copy of the other Documents and all of the terms and conditions thereof.

9.14 Entire Agreement

This Guarantee and the other Documents constitute the entire agreement between the Beneficiaries and the Guarantor with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein or therein.

9.15 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.16 Attornment

The Guarantor and each of the Beneficiaries hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to this Guarantee. For the purpose of all such legal proceedings, the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Guarantee. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of the Guarantor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first written above.

WITNESS:	**DARREL NOEL MONETTE**
Name:	

GUARANTEES ACKNOWLEDGMENT ACT
(Section 3)

CERTIFICATE

I HEREBY CERTIFY THAT:

1 **DARREL NOEL MONETTE**, the guarantor in the guarantee made as of _____, 20• in favour of THE BANK OF NOVA SCOTIA, as agent, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he had executed the guarantee.

2 I satisfied myself by examination of the guarantor that he is aware of the contents of the guarantee and understands it.

CERTIFIED by _____ (print name), Lawyer at the _____ of _____, in the Province of _____, this _____ day of _____, 20•.

_____
SIGNATURE

STATEMENT OF GUARANTOR

I am the person named in this certificate.

_____
DARREL NOEL MONETTE
Signature of Guarantor

LAWYER CERTIFICATION

I, _____ the aforesaid Lawyer certify that:
(print name)

(a) the aforesaid guarantor signed the Statement of Guarantor in my presence; and

(b) the acknowledgement to which the above Certificate refers was either:

(i) made in Alberta, and I am an active member of The Law Society of Alberta, other than an honorary member, who has not been suspended;

or

(ii) made in a jurisdiction other than Alberta, and I am a lawyer entitled to practice law in that jurisdiction.

Dated the _____ day of _____, 20•.

_____
Signature of Lawyer

ACKNOWLEDGMENT OF GUARANTEE
(Section 31)
CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. Darrel Noel Monette of Swift Current, Saskatchewan, the Guarantor in the Guarantee dated _____, 20• made granted by Darrel Noel Monette if favor of The Bank of Nova Scotia, as agent for a syndicate of lenders and their affiliates, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the Guarantee;

2. I satisfied myself by examination of Darrel Noel Monette that he is aware of the contents of the Guarantee and understands it;

3. I have not prepared any documents on behalf of the creditors, The Bank of Nova Scotia and the other syndicate lenders, relating to the transaction and I am not otherwise interested in the transaction;

4. I acknowledge that the Guarantor signed the following "Statement of Guarantor" in my presence.

Given at Swift Current, this _____ day of _____, 20•.

_____

_____
BARRISTER AND SOLICITOR

STATEMENT OF GUARANTOR

I am the person named in the within Certificate.

_____
DARREL NOEL MONETTE

SCHEDULE H-16

SECURITIES PLEDGE AGREEMENT

THIS AGREEMENT is made as of ●, 20●

BETWEEN

MONETTE FARM FAMILY TRUST, a trust existing under the laws of the Province of Saskatchewan (the "**Pledgor**"),

- and -

THE BANK OF NOVA SCOTIA, in its capacity as Agent for and on behalf of the Beneficiaries (the "**Secured Party**")

WHEREAS the Pledgor has entered into the Guarantee in favour of the Secured Party pursuant to which the Pledgor has guaranteed certain obligations of the Loan Parties;

AND WHEREAS the Pledgor has agreed to grant a security interest in and pledge the Collateral to the Secured Party in order to secure the payment and performance of its Obligations under the Guarantee;

AND WHEREAS the Beneficiaries have appointed and authorized the Secured Party to act as their agent and attorney for the purpose of holding security granted by the Pledgor;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 **Definitions**

In this Agreement, unless something in the subject matter or context otherwise requires, capitalized terms used herein and not otherwise defined in this Agreement (including the recitals hereto) shall have the meaning as are ascribed to such terms in the Credit Agreement and, in addition:

"Agreement" means this agreement, including its recitals and schedules, as the same may be amended, modified, supplemented or restated from time to time.

"Beneficiaries" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "Beneficiary" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"Borrowers" means, collectively, the Canadian Borrower, Monette Farms USA, Inc. and the Pledgor and each of their successors and permitted assigns.

"Canadian Borrower" means Monette Farms Ltd. and its successors and permitted assigns.

"Collateral" has the meaning set out in Section 2.01.

"Credit Agreement" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024, between the Borrowers, the Secured Party and the Lenders party thereto, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"Delivery" and the corresponding term **"Delivered"** when used with respect to Collateral means:

(i) in the case of Collateral constituting Certificated Securities, transfer thereof to the Secured Party or its nominee by physical delivery of the Security Certificates to the Secured Party or its nominee, such Collateral to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Secured Party;

(ii) in the case of Collateral constituting Uncertificated Securities, (A) registration thereof on the books and records of the issuer thereof in the name of the Secured Party or its nominee or (B) the execution and delivery by the issuer thereof of an effective agreement (each, an "**Issuer Control Agreement**"), pursuant to which such issuer agrees that it will comply with instructions originated by the Secured Party or its nominee without further consent of the Pledgor or any other person; and

(iii) in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Collateral in favour of the Secured Party or its nominee.

"Event of Default" has the meaning set out in the Credit Agreement.

"Guarantee" means the limited recourse guarantee made as of the date hereof executed by the Pledgor in favour of the Secured Party, as the same may be amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"Issuer Control Agreement" has the meaning set out in clause (ii) of the definition of "Delivery".

"Obligations" means, collectively and at any time and from time to time, all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Pledgor to the Beneficiaries including, without limitation, (a) all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Pledgor to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and the other Documents and including, without limitation, the principal of, and all interest, fees, reasonable legal and other costs, charges and expenses owing or payable on or in respect of, any and all Loans, (b) all Bank Product Obligations of the Pledgor owing to any and all Lenders and Bank Product Affiliates, (c) all Lender Financial Instrument Obligations of or owing by the Pledgor to any and all Lenders and Hedging Affiliates and (d) all liabilities, obligations and indebtedness of the Pledgor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

"Pledged Shares" has the meaning set out in clause (i) of the definition of "Stock".

"PPSA" means the *Personal Property Security Act* (Alberta).

"Stock" means

(i) all Securities (for certainty, including common shares) now owned or hereafter acquired by the Pledgor in the Canadian Borrower including, without limitation, the Securities set forth on Schedule "A" attached hereto, as such Schedule may be amended, supplemented or modified from time to time (collectively, the "**Pledged Shares**"), all Security Certificates, if any, and other instruments evidencing or representing such Pledged Shares, and all dividends, interest, distributions, cash, instruments and other property, income, profits and proceeds from time to time received or receivable upon or otherwise distributed or distributable in respect of or in exchange for any and all of the Pledged Shares;

(ii) all additional or substitute shares of capital stock or other equity interests of any class of any issuer from time to time issued to or otherwise acquired by the Pledgor in any manner in respect of Pledged Shares, the Security Certificates, if any, and other instruments representing such additional or substitute shares, and all dividends, interests, distributions, cash, instruments and other property, income, profits and proceeds from time to time received or receivable upon or otherwise distributed or distributable in respect of or an exchange for any or all of such additional or substitute shares; and

(iii) to the extent not otherwise included in the foregoing, all Proceeds thereof.

The terms "Certificated Security", "Proceeds", "Securities Intermediary", "Security Certificate" and "Uncertificated Security" whenever used herein have the meanings given to those terms in the PPSA.

1.02 **Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

1.03 **Extended Meanings**

In this Agreement words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".

1.04 **Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulation made thereunder.

1.05 **Schedules**

The following are the Schedules to this Agreement:

Schedule A – List of Stock

ARTICLE 2 - GRANT OF SECURITY INTEREST AND PLEDGE

2.01 **Grant and Pledge of Collateral**

As general and continuing collateral security for the payment and performance of the Obligations, the Pledgor hereby grants to the Secured Party a security interest in, and pledges to the Secured Party all right, title and interest of the Pledgor in and to, the following, whether now owned or existing or hereafter from time to time acquired, by way of amalgamation or otherwise (collectively, the "**Collateral**"):

(a) all Stock; and

(b) all Proceeds in respect of the foregoing and all rights and interest of the Pledgor in respect thereof or evidenced thereby, including all money received or receivable from time to time by the Pledgor in connection with the sale of any of the foregoing.

2.02 **Security Interest Absolute**

The security interest granted hereby and all rights of the Secured Party hereunder and all obligations of the Pledgor hereunder are unconditional and absolute and independent and separate from any other security for the Obligations, whether executed by the Pledgor or any other person.

2.03 **Continuing Liability of the Pledgor**

This Agreement and the security interest granted hereby is granted as collateral security only and will not subject the Secured Party to, or transfer or in any way affect or modify, any obligation or liability of the Pledgor with respect to any of the Collateral or any transaction in connection therewith.

2.04 **Delivery of Collateral**

All Collateral must be Delivered immediately to the Secured Party or its nominee. The Secured Party may, at its option, cause all or any of the Collateral to be registered in the name of the Secured Party or its nominee.

2.05 **Subsequently Acquired Collateral**

To the extent Pledgor acquires, by way of amalgamation or otherwise, any additional Collateral at any time or from time to time after the date hereof, such Collateral will automatically (and without any further action being required to be taken by the Secured Party) be subject to the security interest and pledge created hereby. The Pledgor will take, or cause to be taken, as promptly as practicable and, in any event within 5 Banking Days after it obtains such additional Collateral, all steps and actions as the Secured Party deems necessary to ensure that the additional Collateral is Delivered to the Secured Party.

2.06 **Attachment**

The Pledgor acknowledges that the security interest hereby created attaches upon the execution of this Agreement (or in the case of any after-acquired property, upon the date of acquisition by the Pledgor of any rights therein), that value has been given by the Secured Party and that Pledgor has, or in the case of after-acquired property will have, rights in the Collateral or the power to transfer rights in the Collateral to the Secured Party.

ARTICLE 3 - REPRESENTATIONS, WARRANTIES AND COVENANTS

3.01 **Representations and Warranties of the Pledgor**

The Pledgor represents and warrants to the Secured Party that:

(a) the Pledgor is a trust formed and existing under the laws of its jurisdiction of formation with the trust power to enter into this Agreement; this Agreement has been duly authorized by all necessary action on the part of the Pledgor and constitutes a legal and valid agreement binding on the Pledgor, enforceable in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Pledgor pursuant to any agreement, indenture or other instrument to which the Pledgor is a party or by which the Pledgor or any of its property may be bound or affected;

(b) the Pledgor is the legal and beneficial owner of the Collateral, free of any security interest, other than any security interest in favour of the Secured Party with full right and authority to create the security interest and to cause Delivery of the Collateral to the Secured Party pursuant hereto;

(c) no Collateral is in the possession or control of any person asserting a claim thereto or security interest therein, except that the Secured Party or its nominee or a Securities Intermediary acting on its behalf may have possession or control of the Collateral;

(d) all Collateral consisting of Pledged Shares has been duly authorized and validly issued, is outstanding as fully paid and non-assessable and constitutes 100% of the issued and outstanding shares of capital stock or other equity interests of the issuer thereof held by the Pledgor;

(e) except to the extent previously disclosed to the Secured Party in writing, there is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which the Pledgor could be required to sell or otherwise dispose of any of the Collateral; and

(f) no authorization, consent, permit or approval of, or other action by, or filing with or notice to, any Governmental Authority or other similar entity having jurisdiction is required in connection with the execution and delivery by the Pledgor of this Agreement and the performance of its obligations hereunder, except as may be

required to perfect the security interest granted hereby or in connection with the disposition of all or any Collateral by Applicable Laws affecting the offering and sale of securities generally.

3.02 **Covenants of the Pledgor**

The Pledgor covenants with the Secured Party that the Pledgor will:

(a) ensure that the representations and warranties set forth in Section 3.01 will be true and correct at all times;

(b) defend the Collateral against all claims and demands respecting the Collateral made by any person other than the Secured Party at any time and, except as otherwise provided herein, keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests except as approved in writing by the Secured Party prior to their creation or assumption;

(c) except as expressly permitted pursuant to the Credit Agreement, not sell or dispose of, transfer, relinquish or otherwise deal with any of its interest in the Collateral; and

(d) provide to the Secured Party, promptly upon request, all information and evidence the Secured Party may reasonably request concerning the Collateral to enable the Secured Party to enforce the provisions hereof.

ARTICLE 4 - DEALING WITH COLLATERAL

4.01 **Rights and Duties of the Secured Party**

(1) The Secured Party may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder.

(2) In the holding of the Collateral, the Secured Party and any nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Secured Party and any nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Pledgor reasonably requests in writing, but failure of the Secured Party or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

4.02 **Voting Rights**

(1) Subject to the provisions of Section 4.02(2), the Pledgor is entitled to exercise, either directly or, if the Collateral is registered in the name of the Secured Party or its nominee, by power of attorney or proxy, all the rights and powers of a holder of such Collateral, including the right to vote from time to time exercisable in respect of the Collateral and to give proxies, consents, ratifications and waivers in respect thereof and, prior to an Event of Default, the Secured Party shall promptly deliver to the Pledgor all notices or other communications received by it or its nominee in respect of Collateral that is registered in the name of the Secured Party or its nominee. No such action may be taken if it would be prejudicial to the interests of the Secured Party or would violate or

be inconsistent with the Guarantee or this Agreement or any other agreement relating thereto or hereto or would have the effect of reducing the value of the Collateral as security for the Obligations or imposing any restriction on the transferability of any of the Collateral.

(2) Upon the occurrence of an Event of Default, the Secured Party may give the Pledgor a notice prohibiting the Pledgor from exercising the rights and powers of a holder of the Collateral, including the right to vote the Collateral, at which time all such rights of the Pledgor will cease immediately and the Secured Party will have the right to exercise the rights and powers related to such Collateral, including the right to vote.

4.03 **Dividends and Interest Payments**

(1) Subject to the provisions of Section 4.03(2), the Pledgor is entitled to receive all dividend payments or other distributions or interest payments in respect of the Collateral. If the Collateral has been registered in the name of the Secured Party or its nominee, the Secured Party will execute and deliver (or cause to be executed and delivered) to the Pledgor all directions and other instruments as the Pledgor may request for the purpose of enabling the Pledgor to receive the dividends or other payments that the Pledgor is authorized to receive pursuant to this Section 4.03(1).

(2) Upon the occurrence of an Event of Default, all rights of the Pledgor pursuant to Section 4.03(1) will cease, and all such rights will thereupon become vested in the Secured Party, and the Secured Party will have the sole and exclusive right and authority to receive and retain all payments that the Pledgor would otherwise be authorized to retain pursuant to Section 4.03(1). All money and other property received by the Secured Party pursuant to the provisions of this Section 4.03(2) may be applied on account of the Obligations or may be retained by the Secured Party as additional Collateral hereunder and be applied in accordance with the provisions of this Agreement. All payments which are received by the Pledgor contrary to the provisions of this Section 4.03(2) will be held by the Pledgor in trust for the benefit of the Secured Party, will be segregated from other property or funds of the Pledgor and will be forthwith Delivered to the Secured Party or its nominee to hold as Collateral.

ARTICLE 5 - REMEDIES

5.01 **Remedies**

(1) Upon and after the occurrence of an Event of Default that has not been either cured or waived in accordance with the provisions of the Credit Agreement, prior to the exercise by the Secured Party of any of its rights and remedies hereinafter set forth in this Section 5.01, in addition to any right or remedy provided by Applicable Laws or any other agreement (including the right to give entitlement orders, instructions or a notice of exclusive control to an issuer subject to an Issuer Control Agreement), the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both:

(a) transfer any part of the Collateral into the name of the Secured Party or its nominee if it has not already done so in accordance with Section 2.04;

(b) vote any of the Collateral (whether or not registered in the name of the Secured Party or its nominee) and give or withhold all consents, waivers and ratifications in respect thereof;

(c) exercise all rights of conversion, exchange or subscription, or any other rights, privileges or options pertaining to any of the Collateral, including the right to exchange at its discretion any of the Collateral upon the amalgamation, arrangement, merger, consolidation or other reorganization of the issuer of the Collateral, all without liability except to account for property actually received by the Secured Party;

(d) from time to time realize upon, collect, sell, transfer, assign, give options to purchase or otherwise dispose of and deliver any Collateral in such manner as may seem advisable to the Secured Party. For such purposes each requirement relating thereto and prescribed by law or otherwise is hereby waived by the Pledgor to the extent permitted by law and in any offer or sale of any of the Collateral the Secured Party is authorized to comply with any limitation or restriction in connection with such offer or sale as the Secured Party may be advised by counsel is necessary in order to avoid any violation of Applicable Law, or in order to obtain any required approval of the sale or of the purchase by any Governmental Authority. Such compliance will not result in such sale being considered or deemed not to have been made in a commercially reasonable manner nor will the Secured Party be liable or accountable to the Pledgor for any discount allowed by reason of the fact that such Collateral is sold in compliance with any such limitation or restriction;

(e) purchase any of the Collateral, whether in connection with a sale made under the power of sale herein contained or pursuant to judicial proceedings or otherwise; and

(f) accept the Collateral in satisfaction of the Obligations upon notice to the Pledgor of its intention to do so in the manner required by Applicable Laws.

(2) The Secured Party may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up securities, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) release any part of the Collateral or otherwise deal with the Pledgor, debtors of the Pledgor, sureties and others and with the Collateral and other security as the Secured Party sees fit without prejudice to the liability of the Pledgor to the Secured Party or the Secured Party's rights hereunder.

(3) The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Pledgor or any other person, in respect of the Collateral.

(4) The Secured Party shall apply any proceeds of realization of the Collateral in accordance with Section 8.4 of the Credit Agreement.

5.02 **Payment of Expenses**

The Secured Party may charge on its own behalf and also pay to others all reasonable out-of-pocket expenses of the Secured Party and others, including the fees and disbursements of any Securities Intermediary, experts or advisers (including lawyers on a solicitor and client basis) retained by the Secured Party, incurred in connection with realizing, collecting, selling, transferring, delivering or obtaining payment for the Collateral, or in connection with the administration or any amendment of this Agreement or incidental to the care, safekeeping or

otherwise of any Collateral. The Secured Party may deduct the amount of such expenses from any proceeds of disposition of the Collateral.

ARTICLE 6 - GENERAL

6.01 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and permitted assigns of the parties.

6.02 Entire Agreement

This Agreement has been entered into pursuant to the provisions of the Guarantee and the Credit Agreement and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Guarantee and the Credit Agreement, the rights and obligations of the parties will be governed by the provisions of the Guarantee and the Credit Agreement (as applicable). This Agreement together with any Issuer Control Agreement Delivered to the Secured Party pursuant to the terms hereof cancel and supersede any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Secured Party and the Pledgor with respect to the subject matter hereof other than as expressly set forth in this Agreement, in any Issuer Control Agreement or in the Guarantee, the Credit Agreement or any other Document to which the Pledgor is a party.

6.03 Termination of Pledge

The Pledgor and the Collateral shall not be discharged from the security interest created under this Agreement or from this Agreement except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the charge as provided therein.

6.04 Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

6.05 Assignment

The rights of the Secured Party under this Agreement may be assigned by the Secured Party without the prior consent of the Pledgor. The Pledgor may not assign its obligations under this Agreement.

6.06 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof

and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

6.07 **Notices**

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

To the Pledgor:

Monette Farm Family Trust
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile: (306) 627-3793

To the Secured Party:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

or such other address, facsimile number, or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or communication made or given by personal delivery or by facsimile transmission or other electronic means of communication during normal business hours at the place of receipt on a Banking Day shall be conclusively deemed to have been made or given at the time of actual delivery or transmittal, as the case may be, on such Banking Day. Any demand, notice or communication made or given by personal delivery or by facsimile transmission or other electronic means of communication after normal business hours at the place of receipt or otherwise than on a Banking Day shall be conclusively deemed to have been made or given at 9:00 a.m. (Calgary time) on the first Banking Day following actual delivery or transmittal, as the case may be. Any demand, notice or communication given by registered mail shall be conclusively deemed to have been given on the third Banking Day following the deposit thereof in the mail. If the party giving any demand, notice or communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery or by electronic communication.

6.08 **Additional Continuing Security**

This Agreement and the security interest, assignment and mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held

by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party.

6.09 **Remedies Cumulative**

The rights and remedies of the Secured Party hereunder are cumulative and are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or any other rights or remedies available at law or in equity or otherwise. No single or partial exercise by the Secured Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which the Secured Party may be entitled.

6.10 **Further Assurances**

The Pledgor must at its expense from time to time do, execute and deliver, or cause to be done, executed and delivered, all such financing statements, further assignments, documents, agreements, acts, matters and things as may be reasonably requested by the Secured Party for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and covenants herein contained.

6.11 **Power of Attorney; Authorization**

The Pledgor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof the true and lawful attorney of the Pledgor upon the occurrence of an Event of Default, with full power of substitution, to do, make and execute all such statements, assignments, documents, agreements, acts, matters or things with the right to use the name of the Pledgor whenever and wherever the officer or agent may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement, such power being coupled with an interest. The Pledgor agrees that a carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law. The Pledgor hereby authorizes the Secured Party to file financing statements describing as the collateral covered thereby with wording deemed appropriate by the Secured Party or their legal counsel, acting reasonably, notwithstanding that such wording may be broader in scope than the Collateral described in this Agreement.

6.12 **Indemnity**

The Pledgor hereby indemnifies and agrees to hold harmless the Secured Party from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including enforcement of this Agreement), save and except for those arising from the gross negligence or wilful misconduct of the Secured Party.

6.13 **Waiver of Financing Statement, etc.**

The Pledgor hereby waives the right to receive from the Secured Party or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Agreement.

6.14 **Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

6.15 **Attornment**

The Pledgor and the Secured Party each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action or proceeding arising under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Pledgor or the Secured Party to commence any action or proceeding relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action, proceeding or matter relating hereto.

6.16 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

6.17 **Electronic Execution**

Any party may deliver an executed signature page to this Agreement by electronic transmission and such delivery will be as effective as delivery of a manually executed copy of the Agreement by such party.

6.18 **Executed Copy**

The Pledgor acknowledges receipt of a fully executed copy of this Agreement.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

MONETTE FARM FAMILY TRUST

Per: _____
Name: Darrel Noel Monette
Title: Trustee

THE BANK OF NOVA SCOTIA, as Secured Party

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE A

[•] common shares in the capital of Monette Farms Ltd. as evidenced by Certificate Nos. ● and ●.

SCHEDULE H-17

MONETTE FARM FAMILY TRUST

LIMITED RECOURSE GUARANTEE

MADE AS OF •, 20•

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MONETTE FARM FAMILY TRUST

LIMITED RECOURSE GUARANTEE

THIS GUARANTEE is made as of •, 20•

WHEREAS the Guarantor is an Affiliate of the Canadian Borrower;

AND WHEREAS the Guarantor has agreed to provide a guarantee with respect to the Credit Facilities provided by the Lenders pursuant to the Credit Agreement and with respect to the Lender Financial Instrument Obligations and the Bank Product Obligations;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of Cdn. $10.00 now paid by the Beneficiaries to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Guarantor hereby covenants and agrees with the Beneficiaries as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

(a) In this Guarantee and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "**Beneficiary**" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Beneficiaries' Counsel**" means Dentons Canada LLP or such other firm of lawyers as may be selected by the Beneficiaries from time to time.

"Canadian Borrower" means Monette Farms Ltd. and its successors and permitted assigns.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024, between the Canadian Borrower, Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, The Bank of Nova Scotia and such other financial institutions as are or may become parties thereto, as lenders, and The Bank of Nova Scotia as agent of such lenders, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Default Rate**" means a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum.

"**Documents**" means, collectively, the Documents as defined in the Credit Agreement together with any and all Lender Financial Instruments.

"**Equity Securities**" means all partnership units, shares, options, warrants, interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited partnership or equivalent entity, whether voting or non-voting or participating or non-participating.

"**Excluded Swap Obligations**" means, with respect to the Guarantor, any Swap Obligation if (and only if), and to the extent that, all or a portion of this Guarantee, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Guarantee**" means this limited recourse guarantee, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Guarantor**" means Monette Farm Family Trust and its successors and permitted assigns.

"**Loan Parties**" means, collectively, Darrel Noel Monette and the Loan Parties (as such term is defined in the Credit Agreement) and "Loan Party" means any one of them.

"**Obligations**" means, collectively and at any time and from time to time, except for Excluded Swap Obligations, all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Loan Parties to any of the Beneficiaries or to all of them including, without limitation, (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and the other Documents and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Loan Parties under the Credit Agreement and other Documents, (ii) all Bank Product Obligations of the Loan Parties of or owing by the Loan Parties to any and all Lenders and Bank Product Affiliates and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Loan Parties to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

"**Pledged Securities**" means all Equity Securities of or in the capital of the Canadian Borrower owned by the Guarantor as of the date hereof, as more particularly described in Schedule "A", and all Equity Securities of or in the capital of the Canadian Borrower acquired by the Guarantor following the date hereof, which are pledged pursuant to the Securities Pledge Agreement.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, the Guarantor and each Loan Party (that provides a guarantee to the Beneficiaries) and that has total assets exceeding U.S. $10,000,000 at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Securities Pledge Agreement**" means the securities pledge agreement made as of the date hereof between the Guarantor and the Agent, as the same may be amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

(b) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement (except, for certainty, the term "Loan Parties" which shall have the meaning described herein). For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantee. The terms "this Guarantee", "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

1.3 Number; persons; including

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, limited and unlimited liability companies, partnerships, associations, trusts, unincorporated organizations and

corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 *Interest Act* (Canada)

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.5 Nominal Rates

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Guarantee; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after demand, default and judgment. The rates of interest specified in this Guarantee are intended to be nominal rates and not effective rates and any interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

1.6 References to Guarantor

All references in this Guarantee to representations and warranties by, covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Guarantor" shall, as the context requires, be and shall be construed as being by the trustees of the Guarantor on behalf of and in respect of the Guarantor.

ARTICLE 2
LIMITED RECOURSE GUARANTEE

2.1 Guarantee of Obligations

The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiaries the payment and performance of all of the Obligations, together with interest thereon as provided in Section 5.4, provided that the recourse of the Beneficiaries against the Guarantor under this Section 2.1 will be limited to the Pledged Securities.

2.2 Indemnity

If any or all of the Obligations are not duly paid or performed by the Loan Parties and are not recoverable under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Beneficiaries from and against all losses resulting from the failure of the Loan Parties to pay and perform such Obligations, provided that the recourse of the Beneficiaries against the Guarantor under this Section 2.2 will be limited to the Pledged Securities.

2.3 Guarantor as Principal Obligor

If any or all of the Obligations are not duly paid or performed by the Loan Parties after demand therefor and are not recoverable under Section 2.1 or the Beneficiaries are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations shall, as a separate and distinct obligation, be recoverable by the Beneficiaries from the Guarantor as the primary obligor and principal debtor in respect thereof and shall be paid to the Beneficiaries forthwith after demand therefore as provided herein, provided that the recourse of the Beneficiaries against the Guarantor under this Section 2.3 will be limited to the Pledged Securities.

2.4 Guarantee Absolute and Unconditional

The liability and obligations of the Guarantor hereunder shall be continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by, and the Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the Obligations, covenants or undertakings of the Loan Parties under the Documents;

(b) any modification or amendment of or supplement to the Obligations;

(c) any loss of or in respect of any security held by the Beneficiaries, whether occasioned by the fault of the Beneficiaries or otherwise, including any release, non-perfection or invalidity of any such security;

(d) any change in the existence, structure, constitution, name, control or ownership of a Loan Party or any other person, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Loan Parties or any other person or their respective assets;

(e) the existence of any set-off, counterclaim, claim or other right which the Guarantor or the Loan Parties may have at any time against the Beneficiaries or any other person, whether in connection with the Credit Agreement, this Guarantee or any unrelated transaction;

(f) any provision of applicable law purporting to prohibit or limit the payment by the Loan Parties of any Obligation, and the foregoing is hereby waived by the Guarantor to the extent permitted under applicable law;

(g) any limitation, postponement, prohibition, subordination or other restriction on the right of a Beneficiary to payment of the Obligations;

(h) any release, substitution or addition of any other guarantor of the Obligations;

(i) any defence arising by reason of any failure of any Beneficiary to make any presentment, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non-payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations;

(j) any defence arising by reason of any failure of a Beneficiary to proceed against any of the Loan Parties or any other person, or to apply or exhaust any security held from any of the Loan Parties or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Beneficiaries;

(k) any defence arising by reason of the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any security or guarantee in support thereof, or by reason of any incapacity, lack of authority, or other defence of any of the Loan Parties or any other person, or by reason of any limitation, postponement or prohibition on a Beneficiary's rights to payment, or the cessation from any cause whatsoever of the liability of any of the Loan Parties or any other person with respect to all or any part of the Obligations (other than irrevocable payment to the Beneficiaries in full, in cash, of the Obligations), or by reason of any act or omission of the Beneficiaries or others which directly or indirectly results in the discharge or release of any of the Loan Parties or any other person or of all or any part of the Obligations or any security or guarantee therefor, whether by contract, operation of law or otherwise;

(l) any defence arising by reason of the failure by a Beneficiary to obtain, register, perfect or maintain a Security Interest in or upon any property of any of the Loan Parties or any other person, or by reason of any interest of the Beneficiaries in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral;

(m) any defence arising by reason of the failure of the Beneficiaries to marshal assets;

(n) to the extent permitted under applicable law, any defence based upon any failure of the Beneficiaries to give to any of the Loan Parties or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(o) the fact that a Loan Party has a trust interest in the Guarantor;

(p) any defence based upon or arising out of any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any of the Loan Parties or any other person, including any discharge or bar against collection of any of the Obligations; or

(q) any other law, event or circumstance or any other act or failure to act or delay of any kind by the Loan Parties, the Beneficiaries or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the Beneficiaries is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Loan Parties for reimbursement, the Guarantor's right to recover contribution from any other guarantor or any other right or remedy of the Guarantor.

ARTICLE 3
DEALINGS WITH THE LOAN PARTIES AND OTHERS

3.1 No Release

The Beneficiaries may, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability and obligations hereunder:

(a) grant time, renewals, extensions, indulgences, releases and discharges to the Loan Parties or any other guarantor or endorser;

(b) take or abstain from taking security or collateral from the Loan Parties or any other guarantor or endorser or from perfecting security or collateral of the Loan Parties or any other guarantor or endorser;

(c) accept compromises from the Loan Parties or any other guarantor or endorser;

(d) subject to the Documents, apply all money at any time received from a Loan Party or any of them or from security upon such part of the Obligations as the Beneficiaries may see fit or change any such application in whole or in part from time to time as the Beneficiaries may see fit; or

(e) otherwise deal with the Loan Parties and all other persons and security as the Beneficiaries may see fit.

3.2 No Exhaustion of Remedies

The Beneficiaries shall not be bound or obligated to exhaust their recourse against any of the Loan Parties or any other person or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 5) before the Beneficiaries shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

3.3 Evidence of Obligations

Any account settled or stated in writing by or between a Beneficiary or the Beneficiaries, as the case may be, and the Loan Parties shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

3.4 No Set-off

In any claim by the Beneficiaries against the Guarantor hereunder, the Guarantor shall not claim or assert any set-off, counterclaim, claim or other right that the Loan Parties or the Guarantor may have against one or more of the Beneficiaries.

ARTICLE 4
CONTINUING GUARANTEE

4.1 Continuing Guarantee

This Guarantee shall be a continuing guarantee and shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by any Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), all as though such payment had not been made.

4.2 Revival of Indebtedness

If at any time, all or any part of any payment previously received by a Beneficiary and applied to any Obligation must be rescinded or returned by the Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), such Obligation shall, for the purpose of this Guarantee, to the extent that such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Beneficiary, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Beneficiary had not been made.

ARTICLE 5
DEMAND FOR PAYMENT, EXPENSES AND INTEREST

5.1 Demand for Payment

The Beneficiaries shall be entitled to make demand upon the Guarantor at any time during the continuance of an Event of Default and upon any such demand the Beneficiaries may treat all Obligations as due and payable and may forthwith collect from the Guarantor all Obligations, provided that the recourse of the Beneficiaries against the Guarantor under this Section 5.1 will be limited to the Pledged Securities. The Guarantor shall make payment to or performance in favour of the Beneficiaries of all Obligations forthwith after demand therefor is made upon the Guarantor by the Beneficiaries as aforesaid.

5.2 Stay of Acceleration

If acceleration of the time for payment of any amount payable by any of the Loan Parties in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of any of the Loan Parties or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiaries, provided that the recourse of the Beneficiaries against the Guarantor under this Section 5.2 will be limited to the Pledged Securities.

5.3 Expenses

The Guarantor shall pay to the Beneficiaries all reasonable out of pocket costs and expenses as provided in Section 14.1 of the Credit Agreement, provided that the recourse of the Beneficiaries against the Guarantor under this Section 5.3 will be limited to the Pledged Securities.

5.4 Interest

Any payment obligation comprised in the Obligations guaranteed hereunder which is not paid when due hereunder shall bear interest, to the extent not already included in the Obligations, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment at the rate or rates provided in the relevant Document for such Obligations or, in the event no such rate is provided for therein, at a rate per annum that is equal to the Default Rate. Any other amounts payable pursuant hereto, including pursuant to Section 5.3, which are not paid when due hereunder shall bear interest, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment or reimbursement thereof by the Guarantor at a rate per annum that is equal to the Default Rate. All such interest shall accrue daily and shall be payable by the Guarantor on demand by the Beneficiaries.

ARTICLE 6
SUBROGATION

6.1 Subrogation

(a) Until all the Obligations have been irrevocably paid in full in cash, the Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by applicable law, any right to enforce any remedy which the Beneficiaries now have or may hereafter have against the Loan Parties in respect of the Obligations, and until such time the Guarantor waives any benefit of, and any right to participate in, any security, now or hereafter held by the Beneficiaries for the Obligations.

(b) If (i) the Guarantor performs or makes payment to the Beneficiaries of all amounts owing by the Guarantor under this Guarantee, and (ii) the Obligations are performed and irrevocably paid in full then the Beneficiaries will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of the

Beneficiaries' interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; COVENANTS

7.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Beneficiaries and acknowledges and confirms that each of the Beneficiaries is relying upon such representations and warranties:

(a) Status and Authority

It is a trust existing under the laws of Saskatchewan, is validly existing under those laws and is registered to carry on business in all jurisdictions in which the failure to be so registered would reasonably be expected to have a Material Adverse Effect and has all trust authority, capacity and powers and all material Governmental Authorizations required to carry on its business as now conducted.

(b) Valid Authorization

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which it is a party (i) is within the Guarantor's trust authority, capacity and power, (ii) has been duly authorized by all necessary trust and other action and such authorizations remain in full force and effect, (iii) requires no Governmental Authorization or action by or in respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under its trust agreement, any provision of applicable law by which it is bound or to which any of its assets are subject, or cause a limitation on its powers (or, to the extent applicable, the powers of its trustees) to be exceeded, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of its Affiliates (other than, in the case of (iii) and (iv) above, pursuant to the Security).

(c) Enforceability of Documents

This Guarantee and each of the other Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(d) Eligible Contract Participant

It is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

7.2 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.

7.3 Nature of Representations and Warranties

The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigations or examinations which may be made by the Beneficiaries or Beneficiaries' Counsel. Such representations and warranties shall survive until this Guarantee has been terminated.

7.4 Covenants Contained in the Credit Agreement and Other Documents

The Guarantor hereby covenants and agrees with the Beneficiaries that the Guarantor shall observe, perform and comply with any and all of the covenants of the Borrowers contained in the Credit Agreement or other Documents that the Canadian Borrower agrees that the Guarantor and any of the other Loan Parties shall observe, perform and comply with or that the Canadian Borrower shall cause the Guarantor and such other Loan Parties to observe, perform and comply with.

ARTICLE 8
SUBORDINATION AND POSTPONEMENT

8.1 Postponement

All debts and liabilities, present and future, of the Loan Parties to the Guarantor are hereby assigned to the Agent and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Agent and, upon the occurrence and during the continuance of an Event of Default, forthwith upon receipt will be paid over to the Beneficiaries, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

ARTICLE 9
GENERAL

9.1 Waiver of Notices

The Guarantor hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to this Guarantee and the obligations guaranteed hereunder, except for the demand pursuant to Section 5.1.

9.2 Benefit of the Guarantee

This Guarantee shall enure to the benefit of the respective successors and permitted assigns of the Beneficiaries and be binding upon the successors of the Guarantor.

9.3 No Waiver; Remedies

No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.4 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.5 Amendments and Waivers

Any provision of this Guarantee may be amended, waived or a consent given in respect thereof with the concurrence of the Guarantor and the Agent on behalf of the Beneficiaries. Any waiver and any consent by the Agent on behalf of the Beneficiaries under any provision of this Guarantee must be in writing signed by the Agent and may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.6 Additional Security

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees) now or hereafter held by the Beneficiaries and any other rights or remedies they might have.

9.7 Notices

Any demand, notice or other communication (hereinafter in this Section referred to as a "**Communication**") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery, telecopier or other electronic means or by registered mail addressed to the recipient as follows:

To the Agent on behalf of the Beneficiaries as follows:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

To the Guarantor:

Monette Farm Family Trust
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile: (306) 627-3793

or such other address or telecopy number as may be designated by notice by any party to the other. Any Communication given by personal delivery or telecopier or other electronic means shall be conclusively deemed to have been given on the day of actual delivery or transmittal thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery, telecopier or other electronic means.

9.8 Assignment

The rights of the Beneficiaries under this Guarantee may be assigned by the Beneficiaries in accordance with the provisions of the Credit Agreement and without the consent of the Loan Parties or the Guarantor during the continuance of an Event of Default and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee.

9.9 Time of Essence

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Beneficiaries.

9.10 Financial Condition of the Loan Parties

The Guarantor is fully aware of the financial condition of each of the Loan Parties and acknowledges that it shall receive a benefit from each Loan Party entering into the Documents to which each such Loan Party is a party. The Guarantor assumes all responsibility for being and keeping itself informed of the Loan Parties' financial condition and assets, and of all other circumstances bearing upon the risk of non-payment or non-performance of the Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder, and agrees that the Beneficiaries shall not have a duty to advise Guarantor of information known to any of them regarding such circumstances or risks.

9.11 Acknowledgement of Documentation

The Guarantor hereby acknowledges receipt of a true and complete copy of the other Documents and all of the terms and conditions thereof.

9.12 Entire Agreement

This Guarantee and the other Documents constitute the entire agreement between the Beneficiaries and the Guarantor with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein or therein.

9.13 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.14 Attornment

The Guarantor and each of the Beneficiaries hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to this Guarantee. For the purpose of all such legal proceedings, the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Guarantee. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of the Guarantor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first written above.

MONETTE FARM FAMILY TRUST

Per: _____
Name: Darrel Noel Monette
Title: Trustee

SCHEDULE A

[•] common shares in the capital of Monette Farms Ltd. as evidenced by Certificate Nos. ● and ●.

SCHEDULE I

BORROWING BASE CERTIFICATE

TO: The Bank of Nova Scotia and such other persons that are and that become parties to the Credit Agreement (as defined below) as lenders (collectively, the "**Lenders**")

AND TO: The Bank of Nova Scotia, as agent of the Lenders (the "**Agent**")

FROM: Monette Farms Ltd. (the "**Canadian Borrower**")

This Borrowing Base Certificate is delivered to you pursuant to the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as further amended and supplemented to the date hereof, the "**Credit Agreement**") between the Canadian Borrower, Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, the Lenders and the Agent. All terms set forth in this Borrowing Base Certificate and not otherwise defined herein shall have the respective meanings set forth in the Credit Agreement.

I, • [name], in my capacity as the • [title] of the Canadian Borrower hereby certify without personal liability, as at •, as follows:

1. attached hereto as Exhibit "A" is a summary of all Accounts Receivable and accounts payable of the Canadian Borrower, the U.S. Borrower and the other Loan Parties (including particulars of all Account Debtors and the age of such Accounts Receivable);

2. attached hereto as Exhibit "B" is a summary of all outstanding Inventory of the Canadian Borrower, the U.S. Borrower and the other Loan Parties (including the locations of such Inventory);

3. attached hereto as Exhibit "C" is a summary of the investment in growing crops including paid costs for seed, chemical and fertilizer of the Canadian Borrower, the U.S. Borrower and the other Loan Parties;

4. attached hereto as Exhibit "D" is a summary of the fair market value of all owned real property of the Canadian Borrower and the other Loan Parties which is subject to fixed charge Security;

5. attached hereto as Exhibit "E" is a summary of the net book value of all buildings, vehicles, equipment, aircraft and improvements of the Canadian Borrower and the other Loan Parties;

6. attached hereto as Exhibit "F" is a summary of (a) all accrued but unpaid statutory source deductions, all unpaid wages, vacation pay and other compensation for services rendered by employees of the Canadian Borrower, the U.S. Borrower and the other Loan Parties and (b) any other claims ranking in priority to the Security; and

7. below is the calculation of the Borrowing Base as at •:

(a) 75% of all (i) Eligible Accounts Receivable, (ii) all Eligible Inventory and (iii) the paid costs for seed, chemical and fertilizer in connection with growing crops that are located on the land owned or leased by the Canadian Borrower, the U.S. Borrower and the other Loan Parties which have provided security:

		Dollars ($)	Dollars ($)
(i)	Accounts Receivable of the Canadian Borrower, the U.S. Borrower and the other Loan Parties which have provided Security		
	Less:		
	(i) services that have not been performed or goods that have not had title pass or have not been shipped;		
	(ii) subject to off-set, counterclaim or other defence on the part of the Account Debtor;		
	(iii) owing from an Account Debtor that is not located in Canada or the United States of America;		
	(iv) not subject to a perfected Security Interest in favour of the Agent;		
	(v) no invoice or similar document;		
	(vi) excluded Account Debtors: (a) unpaid > 90 days, (b) a doubtful account, (c) Insolvent Account Debtors, (d) Sanctioned Persons, or (e) Affiliates or Related Parties		

	Eligible Accounts Receivable of the Canadian Borrower, the U.S. Borrower and the other Loan Parties which have provided Security	X 75%	
(ii)	Market value of all Inventory of the Canadian Borrower, the U.S. Borrower and the other Loan Parties which have provided Security	Dollars ($)	Dollars ($)
	Less:		
	(i) not subject to a perfected Security Interest in favour of the Agent		
	(ii) Canadian Borrower, the U.S. Borrower or another Loan Party (which has provided Security) is not the sole owner or does not have good title or is subject to assignment, claim or Security Interest (other than Permitted Encumbrances or as otherwise agreed to by the Majority of the Lenders)		
	(iii) is obsolete, unsalable, unmerchantable, a restrictive or custom item unless subject to a legally enforceable purchase order		
	(iv) subject to conditional ownership or possession		
	(v) located outside of Canada or the United States of America		
	(vi) in possession or control of bailee or other person other than the Canadian Borrower, the U.S. Borrower or another Loan Party (which has provided Security) or located at premises leased by the Canadian Borrower, the U.S. Borrower or another Loan Party (unless required documents delivered)		
	(vii) any amounts owing against any such inventory included in (i) above		

	Market value of all Eligible Inventory of the Canadian Borrower, the U.S. Borrower and the other Loan Parties which have provided Security, after deducting any and all amounts owing against such Inventory to third parties	X 75%	
		Dollars ($)	Dollars ($)
(iii)	Paid costs for seed, chemical and fertilizer in connection with growing crops that are located on land owned or leased by the Canadian Borrower, the U.S. Borrower and the other Loan Parties which have provided Security:		
		X 75%	

(b) 75% of the fair market value of all owned real property of the Canadian Borrower and the other Loan Parties which is subject to fixed charge Security:

	Dollars ($)	Dollars ($)
Fair market value of all owned real property owned by the Canadian Borrower, the U.S. Borrower and the other Loan Parties:		
Less: (i) not subject to a perfected Security Interest in favour of the Agent		
	X 75%	

(c) 75% of the net book value of all buildings, vehicles, equipment, aircraft and improvements of the of the Canadian Borrower and the other Loan Parties, excluding such property that is subject to a Purchase Money Obligation or capital lease obligation:

	Dollars ($)	Dollars ($)
Net book value of all buildings, vehicles, equipment, aircraft and improvements		

of the Canadian Borrower and the other Loan Parties:		
Less: (i) not subject to a perfected Security Interest in favour of the Agent		
	X 75%	

Borrowing Base:

		Dollars ($)
75% of all (i) Eligible Accounts Receivable (calculated in 7(a) above), (ii) all Eligible Inventory (calculated in 7(a) above) and (iii) the paid costs for seed, chemical and fertilizer in connection with growing crops that are located on land owned or leased by the Canadian Borrower, the U.S. Borrower and the other Loan Parties which have provided Security (calculated in 7(a) above)		
75% of the fair market value of all owned real property of the Canadian Borrower and the other Loan Parties which is subject to fixed charge Security (calculated in 7(b) above)		
75% of the net book value of all buildings, vehicles, equipment, aircraft and improvements of the Canadian Borrower and the other Loan Parties (calculated in 7(c) above)		
Less: (i) Aggregate of accrued and unpaid statutory source deductions		
(ii) unpaid wages, vacation pay and other compensation for services rendered by employees		
(iii) other claims ranking in priority to the Security		
Borrowing Base:		

I hereby certify that the Borrowing Base has been calculated in accordance with the Credit Agreement and is correct, true and accurate as of the date hereof.

This Borrowing Base Certificate is given by ● in my capacity as the ● of the Canadian Borrower.

MONETTE FARMS LTD.

By: _____

Name:
Title:

EXHIBIT "A"

List of aged Accounts Receivable, accounts payable and Account Debtors

EXHIBIT "B"

Particulars of Inventory

EXHIBIT "C"

Investment in Growing Crops

EXHIBIT "D"

Owned Real Property

EXHIBIT "E"

Buildings, vehicles, equipment, aircraft and improvements

EXHIBIT "F"

Accrued and Unpaid Statutory Source Deduction

SCHEDULE K

NEW U.S. MORTGAGED PROPERTIES (MONTANA)

GRAPEVINE TRANSACTION

Parcel A:
Township 4 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 34: NW¼

Parcel B:
Amended Lot 7, Block 14, of Amended Lot 7, Block 14, Southwest Addition, Hardin Montana, in the City of Hardin, Big Horn County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #309354.

JE NESSAN CAMP 1 TRANSACTION

Parcel A:
Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.
Section 9: Lots 5 and 6
NW¼SE¼

Section 22: Lots 3 and 4
E½SW¼
E½E½W½W½E½NW¼
E½W½E½NW¼
E½E½NW¼

Section 25: SE¼SW¼ Lying West of the Chicago Burlington and Quincy Railroad
That part of Government Lots 1-4, 6, SW1/4NE1/4, NW1/4SE1/4, SW1/4, S1/2NW1/4 and Certificate of Survey No. 229 of Section 26, Township 2 South, Range 34, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 1, of Certificate of Survey No. 743(CB) on file in the office of the Clerk and Recorder of said County, under Document #359456.
EXCEPTING therefrom Certificate of Survey No. 280

Section 27: E½
SW¼
SW¼NW¼

Section 28: NW¼NE¼

Section 29: NE¼

Section 30: E½NE¼
NE¼SE¼
W½SE¼

Section 34: NE¼

Section 35: Lots 1 and 2
NW¼
W½NE¼

Section 36: W½NW¼

Parcel B:
That part of NW¼SW¼ of Section 26, Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 1, of Certificate of Survey No. 280 on file in the office of the Clerk and Recorder of said County, under Document #271783.

MCCOMAS TRANSACTION

Township 4 South, Range 31 East, of the Principal Montana Meridian, Big Horn County, Montana.

Section 23: SE¼

Section 24: SW¼NW¼
NW¼SW¼

Section 26: N½NE¼
NW¼
S½NE¼
N½SE¼

NEDENS TRANSACTION

Parcel A:
Township 1 South, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 25: Lot 8
EXCEPTING therefrom those lands accreted and now described as Certificate of Survey No. 675 (A)

Section 36: Lots 6, 7 and 8
E½E½
Lot 5
EXCEPTING therefrom those lands accreted and now described as Certificate of Survey No. 675 (A)

Parcel B:
Township 1 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 30: Lot 7
S½S½ of Lot 6
S½NW¼SE¼
S½NE¼SW¼

SE¼SW¼

A Tract of Land in Lots 2, 3 and 6 of Section 30, described as follows:
Beginning at a point 677 feet West of the Northeast corner of said Lot 2;
Thence South 20°10' West 1054 feet;
Thence South 2°20' West 1040 feet;
Thence South 2°40' West 1277 feet;
Thence West 170 feet;
Thence North 3321 feet;
Thence East 619 feet more or less to the point of beginning.

Section 31: Lot 4
E½SW¼
SW¼SE¼
NE¼

Section 32: W½NW¼
W½SW¼ (an undivided one-twelfth interest)
W½SE¼ (an undivided one-fourth interest)
E½SW¼ (an undivided one-fourth interest)

Parcel C:
Township 2 South, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 1: Lots 4, 5, 6, 15 and 16 (an undivided one-ninth interest)
S½NE¼ (an undivided one-ninth interest)
N½SE¼ (an undivided one-ninth interest)

Parcel D:
Township 2 South, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 1: Lots 7 and 8 (an undivided two-twenty seventh interest)

Parcel E:
Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 5: Lots 5, 6, 7, 8
S½N½
N½S½
EXCEPTING therefrom Certificate of Survey No. 699

Section 6: Lots 5, 6, 7 and 8
SW¼NW¼

Section 7: W½NW¼
NW¼SW¼
E½
SE¼SW¼

Section 18: SE¼NE¼
N½NW¼
N½NE¼
S½SW¼

Section 19: SW¼

Section 30: NW¼

Section 31: W½NW¼
SE¼NW¼
SW¼NE¼

Parcel F:
Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 6: NW¼SW¼ (an undivided one-ninth interest)

Parcel G:
Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.
Section 6: Lots 1 and 9 (an undivided two-twenty seventh interest)

Parcel H:
Township 2 South, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 11: Lots 8 and 9
SW¼SE¼
NE¼SE¼

Section 12: N½SE¼
E½NE¼
Section 13: NE¼NW¼
N½NE¼
SE¼SE¼

Section 24: E½

Section 25: N½NE¼
SW¼NE¼

Parcel I:
Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 6: S½NE¼
N½SE¼

NESSAN, MICHAEL & SHAYNA TRANSACTION

Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.
Section 5: Lots 1, 2, 3, 4, 9, 10, 11 and 12

Section 8: N½NW¼
SE¼NW¼

Section 9: SW¼SW¼

Section 15: W½SW¼SE¼

Section 16: E½NW¼
W½W½
S½NE¼
E½SE¼

Section 17: NE¼
E½SE¼
NW¼SE¼
NE¼SW¼
W½SW¼

Section 20: E½
S½NW¼
N½NW¼

Section 21: SW¼
N½NW¼
N½SE¼
SW¼SE¼

SCHEDULE L

CROWN LEASED LAND (MANITOBA)

Crown	Acres	Pasture	Transition	Cultivated
NW 7-26-12	158	0	131	27
SW 7-26-12	158	0	113	45
NE 7-26-12	160	0	124	36
NW 6-26-12	158	0	105	53
NW 20-26-12	160	0	108	52
NW 13-26-13	160	0	104	56
SW 13-26-13	160	0	136	24
SW 1-26-13	160	60	100	0
SE 3-26-13	30	30	0	0
NE 2-26-13	160	160	0	0
SW 2-26-13	160	10	150	0
NE 11-26-13	160	0	160	0
NW 11-26-13	160	0	160	0
SE 11-26-13	160	56	104	0
SW 11-26-13	160	0	160	0
NE 2-25-14	160	160	0	0
NW 2-25-14	158	158	0	0
NW 3-25-14	157	157	0	0
NE 3-25-14	157	157	0	0
NE 9-25-14	157	157	0	0
SE 9-25-14	157	157	0	0
SW 9-25-14	157	157	0	0
NE 10-25-14	157	157	0	0
NW 10-25-14	157	157	0	0
SE 10-25-14	157	157	0	0
SW 10-25-14	157	157	0	0
NE 11-25-14	157	157	0	0
NW 11-25-14	157	157	0	0
SE 11-25-14	157	157	0	0
SW 11-25-14	157	157	0	0
NE 14-25-14	157	157	0	0

NW 14-25-14	157	157	0	0
SE 14-25-14	157	157	0	0
SW 14-25-14	157	157	0	0
NE 15-25-14	157	157	0	0
SE 15-25-14	157	157	0	0
SW 15-25-14	157	157	0	0
NE 22-25-14	157	157	0	0
SE 22-25-14	157	157	0	0
NE 23-25-14	157	157	0	0
NW 23-25-14	157	157	0	0
SE 23-25-14	157	157	0	0
SW 23-25-14	157	157	0	0
NE 30-29-12	160	0	160	0
NW 30-29-12	160	0	160	0
SE 30-29-12	160	0	160	0
SW 30-29-12	160	0	160	0
NW 31-29-12	43	43	0	0
SW 31-29-12	80	80	0	0
NE 25-29-13	160	148	12	0
NW 25-29-13	160	80	80	0
SE 25-29-13	160	125	35	0
SW 25-29-13	160	80	80	0
NE 26-29-13	160	80	80	0
NW 26-29-13	74	24	50	0
SE 26-29-13	160	80	80	0
SW 26-29-13	74	0	74	0
NE 35-29-13	140	140	0	0
NW 35-29-13	57	17	40	0
SE 35-29-13	160	60	100	0
SW 35-29-13	74	0	74	0
NE 36-29-13	156	21	135	0
NW 36-29-13	156	12	144	0
SE 36-29-13	160	0	160	0
SW 36-29-13	160	0	160	0
NE 01-30-13	39	39	0	0

NW 01-30-13	85	0	85	0
SE 01-30-13	68	68	0	0
SW 01-30-13	89	9	80	0
NE 02-30-13	114	114	0	0
SE 02-30-13	98	98	0	0
NE 11-30-13	44	44	0	0
SE 11-30-13	81	81	0	0
NE 12-30-13	2	2	0	0
NW 12-30-13	46	46	0	0
SE 12-30-13	10	10	0	0
SW 12-30-13	83	83	0	0
NW 29-29-12	82	82	0	
SW 29-29-12	72	72	0	
SW 32-29-12	16	16	0	
NW 20-29-12	69	34	35	
SW 20-29-12	97	62	35	
NE 18-29-12	160	0	160	0
NW 18-29-12	160	0	160	0
SE 18-29-12	160	0	160	0
SW 18-29-12	160	0	160	0
NE 19-29-12	160	0	160	0
NW 19-29-12	160	0	160	0
SE 19-29-12	160	0	160	0
SW 19-29-12	160	0	160	0
NE 13-29-13	160	70	90	0
NW 13-29-13	160	70	90	0
SE 13-29-13	160	70	90	0
SW 13-29-13	160	95	65	0
NE 24-29-13	160	10	150	0
NW 24-29-13	160	70	90	0
SE 24-29-13	160	60	100	0
SW 24-29-13	160	35	125	0
SW 17-29-12	117	8	109	0
NE 14-29-13	160	48	50	62
NW 14-29-13	160	5	130	25

SE 14-29-13	160	81	15	64
SW 14-29-13	160	35	100	25
NE 15-29-13	74	0	74	0
SE 15-29-13	74	0	74	0
NE 22-29-13	26	0	26	0
SE 22-29-13	74	0	74	0
NE 23-29-13	160	60	100	0
NW 23-29-13	99	0	99	0
SE 23-29-13	160	68	40	52
SW 23-29-13	160	10	150	0
SE 36-27-13	80	80	0	0
NW 36-27-13	160	160	0	0
NW 25-27-13	80	0	80	0
NE 25-27-13	80	80	0	0
SW 25-27-13	80	0	80	0
NE 36-27-13	160	160	0	0
SE 30-27-12	151	91	60	0
NE 21-27-12W	5	5	0	0
NW 21-27-12 W	5	5	0	0
SW 21-27-12 W	25	25	0	0
SE 21-27-12	46	29	17	0
SW 16-27-12	160	80	80	0
SW 17-27-12	158	0	158	0
NE 32-26-12	160	60	100	0
SE 36-26-13	160	60	100	0
SW 36-26-13	160	60	100	0
NW 35-26-13	160	80	80	0
NE 35-26-13	160	10	150	0
SW 35-26-13	160	10	150	0
SE 35-26-13	160	60	100	0
SW 25-26-13	160	80	80	0
NE 25-26-13	160	80	80	0
NE 26-26-13	160	80	80	0
NW 24-26-13	160	0	160	0

SW 24-26-13	160	0	160	0
SE 17-26-12	160	0	90	70
NW 3-26-12	160	0	110	50
SE 34-25-12	160	0	160	0
SE 35-25-12	160	0	160	0
NW 36-25-12	160	0	130	30
SW 30-25-11	157	0	62	95
NW 11-26-12	160	60	100	0
SW 14-26-12	160	160	0	0
NW 14-26-12	160	160	0	0
NW 13-26-12	144	144	0	0
SE 11-26-12	160	0	95	65
NE 11-26-12	160	20	100	40
SW 23-26-12	110	110	0	0
NW 23-26-12	36	36	0	0
NE 23-26-12	156	156	0	0
SW 24-26-12	67	67	0	0
NW 24-26-12	36	36	0	0
NW 35-26-12	33	33	0	0
SE 35-26-12	110	110	0	0
NE 35-26-12	59	59	0	0
NE 30-25-11	32	32	0	0
NE 31-25-11	40	40	0	0
SE 31-25-11	26	26	0	0
NW 6-26-11	97	97	0	0
SE 6-26-11	7	7	0	0
SW 7-26-11	49	49	0	0
NE 12-26-12	97	97	0	0
SE 13-26 12	52	52	0	0
NE 13-26-12	6	6	0	0
NE 28-23-11	10	10	0	
SE 33-23-11	28	28	0	
SE 34-23-11	64	64	0	
SW 34-23-11	86	86	0	

NE 35-23-11	159	159	0	
NW 35-23-11	48	48	0	
SE 35-23-11	160	160	0	
SW 35-23-11	160	160	0	
NW 36-23-11	160	160	0	
SW 36-23-11	160	160	0	
NW 1-24-11	160	10	150	
SW 1-24-11	160	10	150	
NE 2-24-11	155	155	0	
NW 2-24-11	55	55	0	
SW 2-24-11	17	17	0	
SE 11-24-11	7	7	0	
NE 12-24-11	151	0	151	
SE 12-24-11	160	40	120	
SW 12-24-11	61	61	0	
SW 9-26-11	14	14	0	0
SE 9-26-11	6	6	0	0
SE 10-26-11	26	26	0	0
NE 4-26-11	102	102	0	0
SE 4-26-11	111	111	0	0
SW 4-26-11	53	53	0	0
NW 3-26-11	83	83	0	0
SW 3-26-11	156	156	0	0
NE 3-26-11	160	160	0	0
SE 3-26-11	160	160	0	0
NE 34-25-11	153	0	153	0
NW 35-25-11	140	100	40	0
SW 35-25-11	152	12	140	0
NE 35-25-11	160	80	80	0
NW 27-25-11	123	123	0	0
SW 27-25-11	91	91	0	0
NE 33-25-11	20	20	0	0
NW 24-25-11	152	85	20	47
SW 24-25-11	156	76	80	0

SE 24-25-11	58	58	0	0
NW 13-25-11	37	37	0	0
SW13-25-11	14	14	0	0
NE 13-25-11	18	18	0	0
SE13-25-11	31	31	0	0
NW 22-25-11	34	34	0	0
SW 22-25-11	110	110	0	0
NE 22-25-11	160	40	120	0
SE 22-25-11	160	60	100	0
NW 23-25-11	160	0	74	86
SW 23-25-11	160	0	100	60
NE 23-25-11	160	0	76	84
SE 23-25-11	160	0	77	83
NW 14-25-11	160	17	100	43
SW 14-25-11	130	52	60	18
NE 14-25-11	160	0	110	50
NW 15-25-11	159	59	100	0
SW 15-25-11	160	40	120	0
NE 15-25-11	153	113	40	0
NE 16-25-11	82	2	80	0
SE 16-25-11	80	0	80	0
NE 9-25-11	80	20	60	0
SE 9-25-11	70	10	60	0
NW 10-25-11	160	40	120	0
SW 10-25-11	160	80	80	0
NE 10-25-11	157	157	0	0
SE 10-25-11	157	77	80	0
NW 11-25-11	110	50	60	0
SW11-25-11	155	131	24	0
NW 2-25-11	120	80	40	0
SE 2-25-11	160	120	40	0
NE 35-24-11	152	72	80	0
NW 36-24-11	158	158	0	0
SW 36-24-11	142	111	0	31
SE 36-24-11	80	0	80	0

SE 21-25-11	17	17	0	0
NW 31-24-10	77	32	45	0
SW 31-24-10	39	19	20	0
NE 25-24-11	154	0	118	36
NW 30-24-10	37	37	0	0
SW 30-24-10	42	42	0	0
NW 6-25-10	37	37	0	0
SW 6-25-10	92	92	0	0
NE 24-24-11	67	4	0	63
NE 26-24-11	160	160	0	0
NW 25-24-11	154	51	50	53
SW 25-24-11	156	6	150	0
SW 2-25-11	10	0	10	0
NW 35-24-11	144	0	144	0
SW 35-24-11	160	80	80	0
SE 35-24-11	159	79	80	0
SW 7-24-10	15	0	15	0
SE 7-24-10	58	18	40	0
NE 6-24-10	85	15	70	0
SW 5-24-10	5	5	0	0
SE 6-24-10	70	10	60	0
NE 24-25-12	160	0	97	63
SW 36-25-12	160	0	160	
NE 23-25-12	160	0	129	31
SW 23-25-12	160	0	87	73
SE 22-25-12	140	14	50	76
SW 22-25-12	80	38		42
NW 25-25-12	160	0	123	37
SW 25-25-12	160	26	134	
NW 31-23-12	160	160		
SW 31-23-12	160	160		
NE 31-23-12	160	160		
NE 30-23-12	160	160		
NW 29-23-12	160	160		
NW 32-23-12	160	160		

SW 32-23-12	160	160		
NE 03-25-11	159	6	130	23
NE 04-25-11	150	90	60	
NW 04-25-11	160	60	100	
SW 09-25-11	147	67	80	
NW 09-25-11	88	88		
SE 09-25-11	27	0	27	
SW 16-25-11	37	0	37	
SW 02-25-11	144	0	54	90
SE 30-25-10	33	33		
SE 31-25-10	96	96		
NE 31-25-10	87	87		
NW 31-25-10	157	157		
NE 10-24-12	160	160		
NW 10-24-12	160	160		
NE 03-24-12	160	160		
SE 03-24-12	152	152		
SE 10-24-12	160	160		
SW 25-24-12	83	83		
NW 25-24-12	16	16		
SE 25-24-12	2	2		
SW 18-25-11	84	84		
NW 11-24-12	10	10		
SW11-24-12	11	11		
NW 14-24-12	9	9		
SW 14-24-12	10	10		
NW 23-24-12	8	8		
SW 23-24-12	9	9		
	35404	**18472**	**14972**	**1960**

WAIVER AND COVENANT AGREEMENT

TO: Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farms, USA Inc. (the "**U.S. Borrower**") and Darrel Noel Monette (collectively, the "**Borrowers**")

RE: Fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between the Borrowers, as borrowers, The Bank of Nova Scotia and the other persons party thereto as lenders from time to time, as lenders (collectively, the "**Lenders**"), and The Bank of Nova Scotia, in its capacity as agent of the Lenders (the "**Credit Agreement**")

DATE: October 31, 2024

WHEREAS:

(a) MFL has notified the Lenders that, in connection with the Compliance Certificate to be delivered within 120 days of the October 31, 2024 Fiscal Year End (the "**2024 FYE**"), the Canadian Borrower and U.S. Borrower project to be in breach of the financial covenants contained in Section 10.3(a) and Section 10.3(b) of the Credit Agreement (the "**Subject Covenants**") as at the 2024 FYE (the "**Projected Covenant Breach**"); and

(b) the Canadian Borrower, on behalf of the Borrowers, has requested that the Agent and the Lenders waive compliance with the Subject Covenants as at 2024 FYE and the Projected Covenant Breach and the Agent and the Lenders have agreed to waive compliance with the Subject Covenants as at 2024 FYE and the Projected Covenant Breach subject to the satisfaction of the conditions precedent set forth herein and expressly in consideration of the additional Credit Agreement covenants provided by the Canadian Borrower and U.S. Borrower herein and the provision of the additional agreements and covenants contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the confirmations, waivers, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the Agent and the Borrowers, the parties hereby agree as provided for herein.

Waiver

1. The Agent, on behalf of the Lenders, hereby waives compliance with the Subject Covenants as at 2024 FYE and the Projected Covenant Breach subject to the satisfaction of the conditions precedent set forth herein and expressly in consideration of the additional Credit Agreement covenants provided by the Canadian Borrower and U.S. Borrower herein and the provision of the additional agreements and covenants contained herein.

Conditions Precedent

2. The foregoing waiver is subject to the satisfaction of all of the following conditions precedent and shall not be effective unless and until all such conditions precedent have been satisfied:

   (a) the Canadian Borrower shall pay to Agent, on behalf of each of the Lenders that have consented to the waiver contained herein, a waiver fee in the amount of Cdn.$5,000 for each such consenting Lender to be distributed by the Agent to such consenting Lenders; and

   (b) each of the Loan Parties (except the Borrowers) shall have executed and delivered to the Agent the Acknowledgment attached hereto.

The foregoing conditions precedent are inserted for the sole benefit of the Lenders and the Agent and may be waived in writing by the Lenders, in whole or in part (with or without terms and conditions).

Additional Credit Agreement Terms

3. The Borrowers hereby covenant and agree that, on or before November 22, 2024:

   (a) they shall have executed and delivered, along with the Agent and the Lenders, an amending agreement to the Credit Agreement implementing covenant relief period amendments to the Credit Agreement which amendments shall be satisfactory to the Agent and the Lenders, each acting reasonably, and which are intended to be substantially in accordance with the terms provided for in the "Indicative Waiver and Relief Terms" attached hereto as Exhibit A, such amending agreement to the Credit Agreement to be in form and substance satisfactory to the Agent and the Lenders (the "**Covenant Relief Amendment**"); and

   (b) all conditions precedent contained in the Covenant Relief Amendment shall have been satisfied.

4. The Borrowers hereby expressly agree, acknowledge, confirm and accept that, to the extent that the provisions of Section 3 hereof shall not be satisfied, to the satisfaction of the Agent and all the Lenders, on or before November 22, 2024, an immediate Event of Default shall result and, in such circumstance, the Agent and the Lenders shall retain all rights and remedies provided for in the Credit Agreement and each of the other Documents in connection with an Event of Default.

Additional Credit Agreement Amendments

5. The Borrowers hereby covenant, agree, confirm and acknowledge that, effective as of the date hereof, until the Covenant Relief Amendment has been executed and delivered and is effective in accordance with it terms:

   (a) notwithstanding any provision of the Credit Agreement or any other Document, including Section 10.2(m) of the Credit Agreement and the definition of "Permitted Capital Expenditures" contained in the Credit Agreement, the Canadian Borrower

and the U.S. Borrower shall not be permitted to make any Capital Expenditures except for (a) maintenance Capital Expenditures in the ordinary course of business, with prior written notice to the Agent and (b) the Capital Expenditures detailed in Exhibit 2 hereto;

(b) notwithstanding any provision of the Credit Agreement or any other Document, including Section 10.2(f) of the Credit Agreement, the Canadian Borrower and the U.S. Borrower shall not be permitted to make any Investments except for Investments previously made prior to the date hereof; and

(c) notwithstanding any provision of the Credit Agreement or any other Document, including Section 10.2(g) of the Credit Agreement, the Canadian Borrower and the U.S. Borrower shall not be permitted to provide any Financial Assistance except for (i) Financial Assistance outstanding on the date hereof and (ii) unsecured guarantees in favor of Farm Credit Canada granted by Loan Parties in connection with the Cattle Debt (as defined below).

Additional Permitted Debt

6. The Agent, on behalf of and with the prior consent of the Lenders, and the Borrowers hereby agree that:

(a) in addition to the Debt permitted pursuant to subparagraphs (e) and (l) of the definition of Permitted Debt, the Loan Parties shall be permitted to incur cattle financing Debt provided by Farm Credit Canada, in the aggregate maximum principal amount of Cdn.$30,000,000 (or the Equivalent Amount thereof in United States Dollars) provided that such Debt (i) is issued in respect of the financing of cattle, (ii) the only Security Interests to be granted in favor of Farm Credit Canada are to be granted by the borrower thereof and in respect of the cattle financed with such Debt (and proceeds thereof) and (iii) for certainty, such Debt is otherwise on terms and conditions satisfactory to the Agent, and the Majority of the Lenders, acting reasonably (the "**Cattle Debt**");

(b) notwithstanding Section 10.2(g) of the Credit Agreement, Loan Parties shall be permitted to provide unsecured guarantees in respect of the Cattle Debt to Farm Credit Canada in the maximum aggregate principal amount of Cdn.$30,000,000 (or the Equivalent Amount thereof in United States Dollars); and

(c) notwithstanding section 10.2(g) of the Credit Agreement, the borrower Loan Party in respect of the Cattle Debt shall be permitted to grant Security Interests in favor of Farm Credit Canada in the cattle financed pursuant thereto (and proceeds thereof) and not against any other assets of any Loan Party.

Representation and Warranties

7. The Borrowers hereby represent and warrant that:

(a) except in connection the Subject Covenants and the Projected Covenant Breach as at 2024 FYE, no Default or Event of Default or projected Default or Event of Default exists;

(b) all representations and warranties contained in the Credit Agreement are true and accurate as of the date hereof; and

(c) no Material Adverse Effect has occurred since October 31, 2023.

Pricing Confirmation

8. For certainty, the Borrower hereby confirms and acknowledges that, as at October 31, 2024, subparagraph (c) of the definition of Applicable Pricing Rate shall apply and the rates per annum applicable to Loans shall each increase by 0.20% per annum.

Lender Confirmation

9. The Agent, on behalf of the Lenders, hereby acknowledges, confirms and agrees that, subject to (a) the satisfaction of the conditions precedent contained herein and (b) the satisfaction of and/or compliance with all requirements under the Credit Agreement for a Drawdown thereunder, including, without limitation, the satisfaction of all conditions precedent contained in Article 3 of the Credit Agreement, as applicable, further Drawdowns are permitted under the Credit Agreement from and as of the date hereof and, additionally, Swingline Loans are available in accordance with the terms of the Credit Agreement; provided, for certainty, if any Borrower is not in strict compliance with Section 3 hereof, and the Covenant Relief Amendment is not effective on or before November 22, 2024 (or any other Default or Event of Default exists at any time), no further Drawdowns or Advances (or Swingline Loans) will be permitted during the continuance of the related Default or Event of Default.

Miscellaneous

10. The foregoing waiver is limited solely to and shall be effective only with respect to the Subject Covenants as at 2024 FYE and the Projected Covenant Breach and the waiver contained herein and, for certainty, but without limitation, the Canadian Borrower and the U.S. Borrower shall be, and hereby covenant to be, in full compliance with Section 10.3(a) and Section 10.3(b) as at the October 31, 2025 Fiscal Year End.

11. Except as expressly provided herein and for the limited purposes herein, nothing contained herein shall waive, limit or affect (a) any Obligations, Lender Financial Instrument Obligations or Bank Product Obligations or (b) any provision of the Credit Agreement or the other Documents, all of which continue in full force and effect.

12. This Waiver and Covenant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Waiver and Covenant Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Waiver

and Covenant Agreement by electronic means shall be effective as delivery of a manually executed counterpart of this Waiver and Covenant Agreement.

13. This Waiver and Covenant Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

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Capitalized terms used herein without express definition shall have the same meanings as are ascribed thereto in the Credit Agreement.

THE BANK OF NOVA SCOTIA,
in its capacity as Agent, on behalf of the Lenders

Per: _____
Name: Sarah Scuglia
Title: Director

Per: _____
Name: Venita Ramjattan
Title: Associate

Accepted, acknowledged and agreed to by the Borrowers as of the date first above written.

MONETTE FARMS LTD.

Per: Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

Per:
Name:
Title:

MONETTE FARMS USA, LTD.

Per: Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

Per:
Name:
Title:

DARREL NOEL MONETTE

Darrel Monette (Oct 31, 2024 13:40 MDT)

WITNESS:

Name: Jesse Loyns

ACKNOWLEDGMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of Monette Land Corp., Goat's Peak Winery Ltd., DMO Holdings Ltd., Monette Farms BC Ltd., NexGen Seeds Ltd., Monette Produce Ltd., Monette Farm Family Trust, Monette Farms Ontario Corp., Monette Seeds Ltd., Monette Farms BC GP Ltd., Monette Farms BC Limited Partnership, Monette Farms Land GP Ltd., Monette Farms Land Limited Partnership, Monette Farms Land II GP Ltd., Monette Farms Land II Limited Partnership, DMO Holdings USA, Inc., Monette Farms Arizona, LLC, Monette Seeds USA, LLC and Monette Produce LLC hereby acknowledges the waivers and agreements and covenants contained in the Waiver and Covenant Agreement to which this acknowledgement is attached and forms a part and confirms that each of their Security (including their guarantees and security documentation in favor of the Agent and the Lenders and their Affiliates) are and shall remain in full force and effect in all respects notwithstanding such Waiver and Covenant Agreement and the waivers, covenants and agreements contained therein and shall continue to apply to, *inter alia*, the obligations of Monette Farms Ltd., Monette Farms USA, Inc. and Darryl Noel Monette under the Credit Agreement. This Acknowledgement is in addition to and shall not limit, derogate from or otherwise affect the provisions of any such Security.

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Dated as of October 31, 2024

MONETTE FARM FAMILY TRUST, by its sole trustee, Darrel Noel Monette

By: _____
Darrel Monette (Oct 31, 2024 13:40 MDT)
Darrel Noel Monette
Trustee

DMO HOLDINGS LTD.

By: _____
Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

GOAT'S PEAK WINERY LTD.

By: _____
Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

NEXGEN SEEDS LTD.

By: _____
Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS ONTARIO CORP.

By: _____
Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

MONETTE SEEDS LTD.

By: Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

MONETTE LAND CORP.

By: Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LTD.

By: Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

MONETTE PRODUCE LTD.

By: Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

DMO HOLDINGS USA, INC.

By: Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC GP LTD.

By: Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LIMITED PARTNERSHIP, by its general partner MONETTE FARMS BC GP LTD.

By: Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND GP LTD.

By: _____
Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND LIMITED PARTNERSHIP, by its general partner MONETTE FARMS LAND GP LTD.

By: _____
Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II GP LTD.

By: _____
Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II LIMITED PARTNERSHIP, by its general partner MONETTE FARMS LAND II GP LTD.

By: _____
Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS ARIZONA, LLC

By: _____
Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

MONETTE SEEDS USA, LLC

By: _____
Darrel Monette (Oct 31, 2024 13:40 MDT)
Name: Darrel Monette
Title: President

MONETTE PRODUCE LLC

By: _____
Darrel Monette (Oct 31, 2024 13:40 MDT)

Darrel Monette (Oct 31, 2024 13:40 MDT)

Name: Darrel Monette
Title: President

EXHIBIT A

ANTICIPATED COVENANT RELIEF AMENDMENT TERMS

See Attached

EXHIBIT A: ANTICIPATED COVENANT RELIEF AMENDMENT TERMS

	Existing	Proposed
Documentation	Fifth Amended and Restated Credit Agreement made as of April 15, 2024 as amended from time to time (the "ARCA")	Waiver and Amendment
Borrowers	As provided for in the ARCA	No change
Guarantor	As provided for in the ARCA	No change
Security	As provided for in the ARCA	No change
Credit Facilities	Operating Facility(1) (2) C$ 190,000,000 Capital Facility (3) C$ 760,000,000 Total C$ 950,000,000	No change
Uncommitted Accordion	C$30,000,000 (used $20,000,000 April 2024)	Suspended during the Relief Period
Relief Period		The period commencing October 31, 2024 and continuing up to and including January 31, 2025, which initial period may be extended upon the agreement of the Agent and all of the Lenders, each in their sole discretion The Borrowers agree, confirm and acknowledge that, if the initial Relief Period is not extended, upon the agreement of the Agent and all of the Lenders, each in their sole discretion, an immediate Event of Default shall be constituted and deemed to occur
Maturity Date	April 15, 2026.	No Change
Borrowing Base	As provided for in the ARCA	No change
Fees		7.5 bps on existing commitments, payable to consenting Lenders at the close of documentation.

EXHIBIT A: ANTICIPATED COVENANT RELIEF AMENDMENT TERMS

	Existing	Proposed
Applicable Pricing Rate	<table><tr><th>Prime Rate US Base Rate</th><th>CORRA* / SOFR* And LC's</th><th>Standby Fee**</th></tr><tr><td>0.550%</td><td>1.800%</td><td>0.35%</td></tr></table> *Credit Adjustment Spread for CORRA / SOFR shall be added. ** Applicable on the undrawn portion of all Credit Facilities. (c) in addition to (a) and (b), to the extent the Debt to Tangible Net Worth Ratio is ≥ 2.25:1.00 as at the October 31, 2024 Fiscal Year End, the rate shall increase by 0.20% per annum until the Maturity Date	***During the Relief Period the following Applicable Pricing Rate(s) shall apply with such pricing to be effective retroactive to November 1, 2024:*** <table><tr><th>Prime Rate US Base Rate</th><th>CORRA* / SOFR* And LC's</th><th>Standby Fee**</th></tr><tr><td>1.25%</td><td>2.500%</td><td>0.35%</td></tr></table> *Credit Adjustment Spread for CORRA / SOFR shall be added. ** Applicable on the undrawn portion of all Credit Facilities. (c) Not applicable during the Relief Period
Negative Covenants and Select Definitions	**As set out in Section 10.2:** Limit on Sale of Assets except for Permitted Dispositions: • ≤ $1,000,000 except if (i) replaced with similar assets within 90 days or (ii) the proceeds are used to effect a mandatory repayment in accordance with Section 2.15(4)(a) of the ARCA Limit on Investments: • in any fiscal year the lesser of (i) $2,500,000 and (ii) an amount equal to 5.0% of the EBITDA of the Loan Parties Limit on Financial Assistance • in any fiscal year ≤ $1,000,000 Limits on Distributions: • ≤ 5% of EBITDA as at the most previous Fiscal Year End. Acquisitions and Capital Expenditures: • unless a Permitted Capital Expenditure: "**Permitted Capital Expenditure**" is not greater than 125% of the amounts provided for in the combined and consolidated capital budget accepted by the Lenders, acting reasonably.	***During the Relief Period the following shall apply notwithstanding the current provisions of the ARCA:*** Limit on Sale of Assets except for Permitted Dispositions: • All proceeds shall be used to effect a mandatory repayment in accordance with Section 2.15(4)(a) of the ARCA Limit on Investments: • Restricted to the amount outstanding as of October 31, 2024 – for certainty, no additional Investments are permitted after October 31. 2024 and during the Relief Period Limit on Financial Assistance • Restricted to the amount outstanding as of October 31, 2024 – for certainty, no additional financial assistance is permitted after October 31. 2024 and during the Relief Period Limits on Distributions: • shall not make any Distributions or pay any management or similar fees to the Individual Borrower of more than $1,000,000 (net of any taxes payable by the Individual Borrower on such amount), in aggregate during the Relief Period Acquisitions and Capital Expenditures: • unless a Permitted Capital Expenditure. "**Permitted Capital Expenditures**" means (a) maintenance Capital Expenditures in the ordinary course of business with prior written notice to the Agent and (b) other Capital Expenditures that have been approved by the Lenders prior to the making thereof

EXHIBIT A: ANTICIPATED COVENANT RELIEF AMENDMENT TERMS

	Existing	Proposed
Permitted Debt	As defined in the ARCA (e) ≤ $10,000,000	***Revised to:*** (e) Restricted to the amount outstanding as of October 31, 2024 – for certainty, no additional Debt may be incurred pursuant to subparagraph (e) of the definition of "Permitted Debt" during the Relief Period **ADD:** Debt in the aggregate maximum principal amount of Cdn.$12,000,000 owing to BNS together with all unpaid interest and fees accrued thereon, provided that such Debt is incurred in connection with the issuance of whole life policies issued by Sun Life Assurance Company of Canada with policy number W876,939-9 and The Manufacturers Life Insurance Company with policy number 3941850 (collectively the "**Policies**") issued to the Borrower on the life of Darrel Noel Monette and, to which payment of the premiums in connection therewith is on terms and conditions satisfactory to the Majority of the Lenders which shall include, without limitation, recourse in respect thereof is limited to (i) the collateral assignment of the Policies and (ii) an unsecured guarantee of the Individual Borrower. For certainty, the Debt is to be excluded from the calculation of the Debt to Tangible Net Worth Ratio, consistent with the exclusion of the debt owing to D.S. Wealth Solutions Ltd. **ADD:** in addition to the Debt permitted pursuant to subparagraphs (e) and (l) of the definition of Permitted Debt, the Loan Parties shall be permitted to incur cattle financing Debt provided by Farm Credit Canada, in the aggregate maximum principal amount of Cdn.$30,000,000 (or the Equivalent Amount thereof in United States Dollars) provided that such Debt (i) is issued in respect of the financing of feeder cattle, (ii) the only Security Interests to be granted in favor of Farm Credit Canada are to be granted by the borrower thereof and in respect of the cattle financed with such Debt (and proceeds thereof), and (iii) for certainty, such Debt is otherwise on terms and conditions satisfactory to the Agent, and the Majority of the Lenders, acting reasonably (the "Cattle Debt");
Reporting	As defined in the ARCA	**During the Relief Period the following additional reporting shall be delivered:** • Combined and consolidated business plan for the fiscal period ending October 31, 2025, to be delivered on or before December 20, 2024, prepared on a monthly basis. Such plan shall include, without limitation, a combined and consolidated balance sheet, income statement and statement of cash flows, schedules setting out (I) the basis of the combination and consolidation of such financial information in respect of the Loan Parties and a *pro forma* calculation of the financial covenants contained in Section 10.3 as at the October 31, 2025 fiscal year end, (II) detailed working capital summary and usage and (III) summary of changes in capital assets including targeted dispositions and replacements • Rolling 13-week consolidated cash flow forecast for the Loan Parties to be delivered monthly on the last day of each calendar month commencing November 30, 2024 together with (I) summary of actual to budget variance report and (II) schedule setting our parts (a), (b), (c) and (f) as defined under the "Borrowing Base Certificate" as of the last day of the preceding month end.

EXHIBIT B

PERMITTED CAPITAL EXPENDITURES

Name	Description	Close Date	Deposit	Total Value	Net Funding
Remuda - Tranche 2	Calderbank farmland	01-Nov-24	C$750,000	C$15,750,000	C$15,000,000
Eddystone Feedlot	Feedlot Expansion	01-Nov-24		C$ 100,000	C$ 100,000
Hardin Bin Site - Land	Montana - Bin Site Land	05-Nov-24		U$ 590,000	U$ 590,000

SECOND WAIVER AND COVENANT AGREEMENT

TO: Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farms, USA Inc. (the "**U.S. Borrower**") and Darrel Noel Monette (collectively, the "**Borrowers**")

RE: Fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between the Borrowers, as borrowers, The Bank of Nova Scotia and the other persons party thereto as lenders from time to time, as lenders (collectively, the "**Lenders**"), and The Bank of Nova Scotia, in its capacity as agent of the Lenders (the "**Agent**") (the "**Original Credit Agreement**")

First amending agreement to the Original Credit Agreement made as of November 22, 2024 (the "**First Amending Agreement**"), second amending agreement to the Original Credit Agreement made as of January 31, 2025 (the "**Second Amending Agreement**") and third amending agreement to the Original Credit Agreement made as of February 21, 2025 (the "**Third Amending Agreement** and the Original Credit Agreement, as amended by the First Amending Agreement, the Second Amending Agreement and the Third Amending Agreement, the "Credit **Agreement**"), in each case, between the Borrowers, the Lenders and the Agent

DATE: March 19, 2025

WHEREAS:

(a) The Canadian Borrower has notified the Agent that it will not be in compliance with the covenant provided for in Section 5.1 of the Third Amending Agreement (the "**Subject Covenant**");

(b) the Canadian Borrower, on behalf of the Borrowers, has requested that the Agent and the Lenders waive compliance with the Subject Covenant and the Agent and the Majority of the Lenders have agreed to waive compliance with the Subject Covenant subject to the satisfaction of the conditions precedent set forth herein and expressly in consideration of the additional Credit Agreement covenants provided by the Canadian Borrower and U.S. Borrower herein and the provision of the additional agreements and covenants contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the confirmations, waivers, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the Agent and the Borrowers, the parties hereby agree as provided for herein.

Waiver

1. The Agent, on behalf of the Majority of the Lenders, hereby waives compliance with the Subject Covenant subject to the satisfaction of the conditions precedent set forth herein and expressly in consideration of the additional Credit Agreement covenants provided by the Canadian Borrower and U.S. Borrower herein and the provision of the additional agreements and covenants contained herein.

Conditions Precedent

2. The foregoing waiver is subject to the satisfaction of all of the following conditions precedent and shall not be effective unless and until all such conditions precedent have been satisfied:

   (a) the Canadian Borrower shall pay to Agent, on behalf of each of the Lenders that have consented to the waiver contained herein, a waiver fee in the amount of Cdn.$10,000 for each such consenting Lender to be distributed by the Agent to such consenting Lenders; and

   (b) each of the Loan Parties (except the Borrowers) shall have executed and delivered to the Agent the Acknowledgment attached hereto.

The foregoing conditions precedent are inserted for the sole benefit of the Lenders and the Agent and may be waived in writing by the Lenders, in whole or in part (with or without terms and conditions).

Additional Credit Agreement Terms

3. The Borrowers hereby covenant and agree that:

   (a) on or before March 27, 2025, the Canadian Borrower shall have delivered to the Agent and the Lenders for their review their initial updated business plan in a form satisfactory to the Agent;

   (b) on or before April 4, 2025, the Canadian Borrower shall have delivered to the Agent and the Lenders their final updated business plan which shall be in form and substance satisfactory to the Agent and the Lenders.

4. The Borrowers hereby expressly agree, acknowledge, confirm and accept that, to the extent that the provisions of Section 3(a) or Section 3(b) hereof shall not be satisfied, to the satisfaction of the Agent and all the Lenders, an immediate Event of Default shall result and, in such circumstance, the Agent and the Lenders shall retain all rights and remedies provided for in the Credit Agreement and each of the other Documents in connection with an Event of Default.

Additional Agreements re: Applicable Pricing

5. The Borrowers hereby confirm, agree and acknowledge that, effective as of March 14, 2025, the rates per annum applicable to Loans, as provided for in the Section 10.3.1 of the Credit Agreement, shall each increase by 2.00% per annum until the expiry of the Covenant Relief Period or as otherwise notified to the Canadian Borrower by the Agent.

Representation and Warranties

6. The Borrowers hereby represent and warrant that:

   (a) except in connection the Subject Covenant, no Default or Event of Default or projected Default or Event of Default exists;

   (b) all representations and warranties contained in the Credit Agreement are true and accurate as of the date hereof; and

   (c) no Material Adverse Effect has occurred since October 31, 2024.

Lender Confirmation

7. The Agent, on behalf of the Lenders, hereby acknowledges, confirms and agrees that, subject to (a) the satisfaction of the conditions precedent contained herein and (b) the satisfaction of and/or compliance with all requirements under the Credit Agreement for a Drawdown thereunder, including, without limitation, the satisfaction of all conditions precedent contained in Article 3 of the Credit Agreement, as applicable, further Drawdowns are permitted under the Credit Agreement from and as of the date hereof and, additionally, Swingline Loans are available in accordance with the terms of the Credit Agreement; provided, for certainty, if any Borrower is not in strict compliance with Section 3(a) or Section 3(b) hereof (or any other Default or Event of Default exists at any time), no further Drawdowns or Advances (or Swingline Loans) will be permitted during the continuance of the related Default or Event of Default.

Miscellaneous

8. The foregoing waiver is limited solely to and shall be effective only with respect to the Subject Covenant and the waiver contained herein.

9. Except as expressly provided herein and for the limited purposes herein, nothing contained herein shall waive, limit or affect (a) any Obligations, Lender Financial Instrument Obligations or Bank Product Obligations or (b) any provision of the Credit Agreement or the other Documents, all of which continue in full force and effect.

10. This Second Waiver and Covenant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Second Waiver and Covenant Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a

signature page of this Second Waiver and Covenant Agreement by electronic means shall be effective as delivery of a manually executed counterpart of this Second Waiver and Covenant Agreement.

11. This Second Waiver and Covenant Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

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Capitalized terms used herein without express definition shall have the same meanings as are ascribed thereto in the Credit Agreement.

THE BANK OF NOVA SCOTIA,
in its capacity as Agent, on behalf of the Majority of the Lenders

Per: _____
Name: Jim Beninger
Title: Managing Director & Head

Per: _____
Name: Venita Ramjattan
Title: Associate

Accepted, acknowledged and agreed to by the Borrowers as of the date first above written.

MONETTE FARMS LTD.

Per: Darrel Monette (Mar 19, 2025 14:23 MDT)

Name: Darrel Monette
Title: President

Per:

Name:
Title:

MONETTE FARMS USA, LTD.

Per: Darrel Monette (Mar 19, 2025 14:23 MDT)

Name: Darrel Monette
Title: President

Per:

Name:
Title:

DARREL NOEL MONETTE

Darrel Monette (Mar 19, 2025 14:23 MDT)

WITNESS:

Name: David Kemp

ACKNOWLEDGMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of Monette Land Corp., Goat's Peak Winery Ltd., DMO Holdings Ltd., Monette Farms BC Ltd., NexGen Seeds Ltd., Monette Produce Ltd., Monette Farm Family Trust, Monette Farms Ontario Corp., Monette Seeds Ltd., Monette Farms BC GP Ltd., Monette Farms BC Limited Partnership, Monette Farms Land GP Ltd., Monette Farms Land Limited Partnership, Monette Farms Land II GP Ltd., Monette Farms Land II Limited Partnership, DMO Holdings USA, Inc., Monette Farms Arizona, LLC, Monette Seeds USA, LLC and Monette Produce LLC hereby acknowledges the waivers and agreements and covenants contained in the Second Waiver and Covenant Agreement to which this acknowledgement is attached and forms a part and confirms that each of their Security (including their guarantees and security documentation in favor of the Agent and the Lenders and their Affiliates) are and shall remain in full force and effect in all respects notwithstanding such Second Waiver and Covenant Agreement and the waivers, covenants and agreements contained therein and shall continue to apply to, *inter alia*, the obligations of Monette Farms Ltd., Monette Farms USA, Inc. and Darryl Noel Monette under the Credit Agreement. This Acknowledgement is in addition to and shall not limit, derogate from or otherwise affect the provisions of any such Security.

[the remainder of this page has intentionally been left blank]

Dated as of March 19, 2025

MONETTE FARM FAMILY TRUST, by its sole trustee, Darrel Noel Monette

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Darrel Noel Monette
Trustee

DMO HOLDINGS LTD.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

GOAT'S PEAK WINERY LTD.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

NEXGEN SEEDS LTD.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS ONTARIO CORP.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

MONETTE SEEDS LTD.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

MONETTE LAND CORP.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LTD.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

MONETTE PRODUCE LTD.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

DMO HOLDINGS USA, INC.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC GP LTD.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LIMITED PARTNERSHIP, by its general partner MONETTE FARMS BC GP LTD.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND GP LTD.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND LIMITED PARTNERSHIP, by its general partner MONETTE FARMS LAND GP LTD.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II GP LTD.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II LIMITED PARTNERSHIP, by its general partner MONETTE FARMS LAND II GP LTD.

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS ARIZONA, LLC

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

MONETTE SEEDS USA, LLC

By: Darrel Monette (Mar 19, 2025 14:23 MDT)
Name: Darrel Monette
Title: President

MONETTE PRODUCE LLC

By: Darrel Monette (Mar 19, 2025 14:23 MDT)

Name: Darrel Monette
Title: President

FIRST AMENDING AGREEMENT

THIS AGREEMENT is made as of November 22, 2024

BETWEEN:

MONETTE FARMS LTD., a corporation existing under the laws of the Province of Saskatchewan (hereinafter sometimes referred to as the "**Canadian Borrower**"),

– and –

MONETTE FARMS USA, INC., a corporation existing under the laws of the State of Montana (hereinafter sometimes referred to as the "**U.S. Borrower**"),

– and –

DARREL NOEL MONETTE, an individual domiciled in the Province of Saskatchewan and with his primary residence in the Province of Saskatchewan (hereinafter sometimes referred to as the "**Individual Borrower**"),

– and –

THE BANK OF NOVA SCOTIA, FARM CREDIT CANADA, BANK OF MONTREAL, EXPORT DEVELOPMENT CANADA, CANADIAN IMPERIAL BANK OF COMMERCE, ROYAL BANK OF CANADA, THE TORONTO-DOMINION BANK, CANADIAN WESTERN BANK, CONEXUS CREDIT UNION and such other persons as become parties to the Credit Agreement as lenders (hereinafter referred to collectively as the **"Lenders"** and individually as a "**Lender**"),

– and –

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as agent of the Lenders (hereinafter referred to as the "**Agent**"),

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Swingline Lender,

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Fronting Lender,

WHEREAS the parties hereto have entered in to the Credit Agreement;

AND WHEREAS the Agent, on behalf of the Lenders, executed and delivered in favor of the Borrowers a waiver and covenant agreement dated October 31, 2024 which was accepted, acknowledged and agreed to by the Borrowers (the "**Existing Waiver**"); and

AND WHEREAS, in connection with, and as provided for in, the Existing Waiver, the parties hereto have agreed to amend and supplement certain provisions of the Credit Agreement as hereinafter set forth and this Agreement is the Covenant Relief Amendment under and as defined in the Existing Waiver;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. Interpretation

1.1 In this Agreement and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"Agreement" means this first amending agreement, as amended, modified, supplemented or restated from time to time; and

"Credit Agreement" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15 2024 between the Borrowers, as borrowers, the Lenders, as lenders, and the Agent, as agent, as amended and supplemented to the date hereof including pursuant to an accordion exercise agreement made as of May 13, 2024 and the Existing Waiver.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2. Amendments and Supplements

2.1 ***New Definition of Covenant Relief Period.*** Section 1.1(1) of the Credit Agreement is hereby amended to add the following new definition of "Covenant Relief Period" immediately after the existing definition of CORRA Loans:

> ""**Covenant Relief Period**" means the period commencing on October 31, 2024 and continuing up to and including January 31, 2025 (the "**Initial Relief Period Expiry Date**"), which Initial Relief Period Expiry Date may be extended upon the agreement of the Agent and all of the Lenders, each in their sole discretion.".

2.2 ***New Section re: Covenant Relief Period Amendments.*** The Credit Agreement is hereby amended to add the following new Section 10.3.1 immediately after the existing Section 10.3:

> "**10.3.1 <u>Covenant Relief Period Covenants</u>**
>
> The Borrowers each hereby agree, acknowledge and covenant that, during the Covenant Relief Period only:
>
> (a) notwithstanding any other provision hereof, including, without limitation, the definition of "Applicable Pricing Rate", effective retroactively to November 1, 2024, the percentage rate per annum applicable to Loans and Standby fees shall be as set forth in following table and with respect to the column applicable to the type of Loan in question or such standby fee (and, for certainty, subparagraph (c) of the definition of "Applicable Pricing Rate" shall not be applicable and no increase in the below rates per annum shall be effected pursuant to subparagraph (c) of the definition thereof:

Margin on Canadian Prime Rate Loans and U.S. Base Rate Loans	**Issuance Fees for Letters of Credit and margin on SOFR Loans and CORRA Loans**	**Standby Fee for Credit Facilities**
1.25% per annum	2.50% per annum	0.35% per annum

> (b) notwithstanding any other provision hereof, the Canadian Borrower, the U.S. Borrower and the other Loan Parties shall not be permitted to incur any additional Debt pursuant to subparagraph (e) of the definition of "Permitted Debt" after October 31, 2024;
>
> (c) the definition of "Permitted Capital Expenditures" shall be amended to read as follows:

""**Permitted Capital Expenditures**" means (a) maintenance Capital Expenditures in the ordinary course of business with prior written notice to the Agent and (b) other Capital Expenditures that have been approved in writing by the Agent, on behalf of the Lenders prior to the making thereof.";

(d) the Borrower shall not be permitted to increase the maximum amount of the Operating Facility and/or the Capital Facility pursuant to Section 2.23 of the Credit Agreement and, for certainty, Section 2.23 of the Credit Agreement shall be inoperative, and the operation thereof, suspended during the Covenant Relief Period;

(e) notwithstanding any other provision hereof including, for certainty, Section 10.2(d), Section 2.15(4)(a) and the definition of Permitted Dispositions, the Canadian Borrower, the U.S. Borrower and the other Loan Parties shall not sell, transfer or dispose of any assets which does not constitute a Permitted Disposition and, in addition, unless the net sale proceeds thereof are promptly or concurrently used to repay and pay, as applicable, Obligations outstanding under the Credit Facilities and any such repayment shall be applied, firstly, to the Outstanding Principal owing under the Capital Facility and, thereafter, to the Outstanding Principal owing under the Operating Facility (for certainty, without a corresponding reduction in the Commitments under such Credit Facility);

(f) notwithstanding any other provision hereof, including, without limitation, Section 10.2(f), and in addition thereto, the Canadian Borrower and the U.S. Borrower shall not be permitted to, nor shall they permit any other Loan Party to, make any additional Investments after October 31, 2024;

(g) notwithstanding any other provision hereof, including, without limitation, Section 10.2(g), and in addition thereto, the Canadian Borrower and the U.S. Borrower shall not be permitted to, nor shall they permit any other Loan Party to, provide any additional Financial Assistance after October 31, 2024 except Financial Assistance to or for the benefit of the Canadian Borrower, the U.S. Borrower or another Loan Party which has provided Security or pursuant to unsecured guarantees granted in connection with the Debt referenced in subparagraph (l.1) of the definition of "Permitted Debt" as provided for in Section 10.2(g)(3);

(h) notwithstanding any other provision hereof, including, without limitation, Section 10.2(h)(i), and in addition thereto, the Canadian Borrower and the U.S. Borrower shall not be permitted to, nor shall they permit any other Loan Party to, make any Distributions to any person or pay any management or similar fees except for management fees to the Individual Borrower in the aggregate maximum amount of Cdn.$1,000,000 (net of any taxes payable by the Individual Borrower on such amount) except for Distributions to the Canadian Borrower, the U.S. Borrower or another Loan Party which has provided Security; for certainty, the provisions of Section 10.2(h)(ii) are hereby confirmed in force and effective during the Covenant Relief Period;

(i) in addition to the other provisions hereof, including, for certainty, Section 10.1(e), the Canadian Borrower shall deliver to the Agent:

(i) on or before December 20, 2024, its combined and consolidated business plan for the period ending October 31, 2025 which business plan shall be prepared on a monthly basis and shall include, without limitation (1) the combined and consolidated balance sheet, income statement and statement of cash flows and (2) schedules setting out (I) the basis of the combination and consolidation of such financial information in respect of the Loan Parties, (II) the *pro forma* calculation of the financial covenants contained in Section 10.3 as at the October 31, 2025 Fiscal Year End, (III) detailed working capital summary and usage, (IV) a summary of changes in capital assets including targeted dispositions and replacements and (V) a detailed management update on the status of potential equity investments in the Loan Parties (or any of them); and

(ii) commencing with the month end of November 30, 2024, on or prior to the last day of each calendar month, the rolling 13-week consolidated cash flow forecast and projections for the Loan Parties together with a (1) summary of actual to budget variance report and (2) a schedule detailing the information required pursuant to subparagraphs (a), (b), (c) and (f) of the definition of "Borrowing Base Certificate" as of the last day of the preceding month end.

2.3 Addition of Permitted Debt re: Whole Life Policies. The definition of "Permitted Debt" contained in Section 1.1(1) of the Credit Agreement is hereby amended to add the following new subparagraph (i.1) immediately after the existing subparagraph (i):

"(i.1) Debt in the aggregate maximum principal amount of Cdn.$12,000,000 owing to The Bank of Nova Scotia (the "**Scotia New Life Policy Debt**"), together with all unpaid interest and fees accrued thereon, provided that such Debt is incurred in connection with the issuance of whole life policies issued by Sun Life Assurance Company of Canada with policy number W876-939-9 and the Manufacturers Life Insurance Company with policy number 3941850 (collectively, the "**New Life Policies**") issued to the Canadian Borrower on the life of the Individual Borrower and in respect of which the premium in connection therewith and is on terms and conditions satisfactory to the Majority of the Lenders which terms shall include, without limitation (i) recourse in respect thereof is only to the collateral assignment of the New Life Policies granted by the Canadian Borrower to The Bank of Nova Scotia (and such Debt is unsecured except for such collateral assignment) and an unsecured guarantee granted by the Individual Borrower to The Bank of Nova Scotia;".

2.4 Addition of Permitted Encumbrance re: Whole Life Policies. The definition of "Permitted Encumbrances" contained in Section 1.1(1) of the Credit Agreement is hereby

amended to add the following new subparagraph (s.1) immediately after the existing subparagraph (s):

> "(s.1) Security Interests in the New Life Policies granted in favor of The Bank of Nova Scotia by the Canadian Borrower securing the Scotia New Life Policy Debt;".

2.5 Amendment to Definition of Debt to Tangible Net Worth. The definition of "Debt to Tangible Net Worth" contained in Section 1.1(1) of the Credit Agreement is hereby amended to delete subparagraph (iii) (of clause (a)) thereof in its entirety and to substitute the following therefor:

> "(iii) Debt owing to D.S. Wealth Solutions Ltd. that is permitted pursuant to subparagraph (i) of the definition of "Permitted Debt" and the Scotia New Life Policy Debt to".

2.6 Restriction on Debt Repayment re: Scotia New Life Policy Debt. Section 10.2 of the Credit Agreement is hereby amended to delete subparagraph (p) thereof in its entirety and to substitute the following therefor:

> "(p) No Repayment of DS Wealth Solutions Ltd. Debt and Scotia New Life Policy Debt
>
> The Canadian Borrower shall not, nor shall it permit any other Loan Party to, without the consent of all of the Lenders, make any payment or repayment (mandatory, scheduled or voluntary) on, or in respect of, any Debt owing to D.S. Wealth Solutions Ltd. prior to the stated maturity date thereof (including, without limitation, the Debt permitted pursuant to subparagraph (i) of the definition of "Permitted Debt"); provided that the Canadian Borrower shall be permitted to make payment to D.S. Wealth Solutions Ltd. of regularly scheduled interest payments in respect of the Debt owing to D.S. Wealth Solutions Ltd. so long as no Default or Event of Default has occurred and is continuing.
>
> The Canadian Borrower shall not, nor shall it permit any other Loan Party to, without the consent of all of the Lenders, make any payment or repayment (mandatory, scheduled or voluntary) on, or in respect of, the Scotia New Life Policy Debt prior to the stated maturity date thereof; provided that the Canadian Borrower shall be permitted to make regularly scheduled interest payments in respect of the New Life Policy Debt owing to The Bank of Nova Scotia so long as no Default or Event of Default has occurred and is continuing.".

2.7 Addition of Permitted Debt re: Feeder Cattle Financing. The definition of "Permitted Debt" contained in Section 1.1(1) of the Credit Agreement is hereby amended to add the following new subparagraph (l.1) immediately after the existing subparagraph (l):

"(l.1) for certainty, in addition to the Debt Permitted pursuant to subparagraph (e) of this definition of Permitted Debt, feeder cattle financing Debt owing by the Loan Parties to Farm Credit Canada in the aggregate maximum principal amount of Cdn.$30,000,000 (or the Equivalent Amount thereof in United States Dollars) provided that such Debt is issued in respect of the financing of feeder cattle and is on terms and conditions satisfactory to the Agent and the Majority of the Lenders, acting reasonably;".

2.8 Addition of Permitted Encumbrance re: Feeder Cattle Financing. The definition of "Permitted Encumbrances" contained in Section 1.1(1) of the Credit Agreement is hereby amended to add the following new subparagraph (u.1) immediately after the existing subparagraph (u):

"(u.1) Security Interests in favor of Farm Credit Canada securing the Debt referenced in subparagraph (l.1) of the definition of "Permitted Debt" provided such Debt remains Permitted Debt and the Security Interests only attach to the feeder cattle financed in connection therewith (and proceeds thereof);".

2.9 ***Addition of Permitted Financial Assistance re: Feeder Cattle Debt.*** Section 10.2 of the Credit Agreement is hereby amended to delete subparagraph (g) thereof in its entirety and to substitute the following therefor:

"(g) Limit on Financial Assistance

The Canadian Borrower and the U.S. Borrower shall not, nor shall they permit any other Loan Party to, provide any Financial Assistance in an amount in excess, in the aggregate, in any fiscal year, of Cdn.$1,000,000 to any person, other than (1) Financial Assistance in the form of the guarantees in connection with the Monette Note up to a maximum aggregate amount of Cdn.$5,000,000, (2) Financial Assistance to or for the benefit of the Canadian Borrower, the U.S. Borrower or another Loan Party which has provided Security and (3) guarantees in favor of Farm Credit Canada in connection with the Debt issued pursuant to subparagraph (l.1) of the definition of Permitted Debt provided, for certainty, such guarantees are unsecured and no Security Interests are granted by any Loan Party in connection with such guarantees.".

2.10 ***Reduction in Minimum Interest Hedging Agreements .*** Section 10.1(u) of the Credit Agreement is hereby amended to delete the reference to "75%" contained therein and to substitute a reference to "65%"therefor.

3. Confirmation of Event of Default

3.1 ***Confirmation of Event of Default.*** Each of the parties hereto including, for certainty, the Borrowers hereby expressly agrees, acknowledges, confirms and accepts that, if the Initial Relief Period Expiry Date is not extended on or before the Initial Relief Period Expiry Date upon the agreement of the Agent and all of the Lenders, each in their sole

discretion, an immediate Event of Default shall result and, in such circumstance, the Agent and the Lenders shall retain all rights and remedies provided for in the Credit Agreement and each of the other Documents in connection with an Event of Default.

4. Fees

4.1 ***Amendment Fees.*** The Canadian Borrower agrees to pay to the Agent, for each Lender, an amendment fee in an amount equal to equal to 0.075% of the aggregate Commitments of each such Lender.

5. Representations and Warranties

The Canadian Borrower and the U.S. Borrower each hereby represents and warrants to the Agent and to each Lender, and each such Borrower acknowledges and confirms that the Agent and each Lender are relying upon such representations and warranties, as follows:

(a) Capacity, Power and Authority

(i) It is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all the requisite corporate capacity, power and authority to carry on its business as presently conducted and to own its property; and

(ii) It has the requisite corporate capacity, power and authority to execute and deliver this Agreement.

(b) Authorization; Enforceability

It has taken or caused to be taken all necessary action to authorize, and has duly executed and delivered, this Agreement, and this Agreement is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, winding up, insolvency, moratorium or other laws of general application affecting the enforcement of creditors' rights generally and to the equitable and statutory powers of the courts having jurisdiction with respect thereto.

(c) Compliance With Other Instruments

The execution, delivery and performance by each such Borrower of this Agreement and the consummation of the transactions contemplated herein do not conflict with, result in any breach or violation of, or constitute a default under the terms, conditions or provisions of the charter or constating documents or by-laws of, or any unanimous shareholder agreement relating to, each such Borrower or of any law, regulation, judgment, decree or order binding on or applicable to each such Borrower or to which its property is subject or of any material agreement, lease, licence, permit or other instrument to which each such Borrower is a party or is otherwise bound or by which each such Borrower benefits or to which its property, assets and undertaking is subject and do not require the consent or

approval of any Governmental Authority or any other party of which the failure to have received or obtained would have or would reasonably be expected to have a Material Adverse Effect.

(d) No Default

No Default or Event of Default has occurred or is continuing.

(e) Credit Agreement Representations and Warranties

Each of the representations and warranties of the Canadian Borrower and the U.S. Borrower set forth in Article 9 of the Credit Agreement is true and accurate in all respects as of the date hereof.

The representations and warranties set out herein shall survive the execution and delivery of this Agreement and the making of each Drawdown under the Credit Agreement, notwithstanding any investigations or examinations which may be made by or on behalf of the Agent, the Lenders or Lenders' Counsel. Such representations and warranties shall survive until the Credit Agreement has been terminated.

6. Conditions Precedent

The amendments and supplements to the Credit Agreement contained in Section 2 shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

(a) the Borrowers shall have paid to the Agent, for the benefit of the Lenders, the fees required to be paid pursuant to Section 4 hereof and any other fees agreed to by any Borrower and any of the Lenders, the Agent or the Lead Arranger in connection herewith;

(b) each Loan Party which is not a Borrower shall have executed and delivered to the Agent confirmations in respect of their existing Security in form and substance satisfactory to the Agent, acting reasonably; and

(c) (i) no Default or Event of Default shall have occurred and be continuing or would occur immediately after giving effect hereto, (ii) the representations and warranties set forth in Section 9.1 of the Credit Agreement shall be true and accurate in all respects other than any such representation and warranty which expressly speaks as of an earlier date, (iii) no consents, approvals or authorizations are required in connection with the amendments effected pursuant hereto (except as have been unconditionally obtained and are in full force and effect, unamended) and (iv) no event shall have occurred since October 31, 2024 that would reasonably be expected to have a Material Adverse Effect and, in each case, the Canadian Borrower shall have delivered to the Agent an Officer's Certificate certifying the same to the Agent.

The foregoing conditions precedent are inserted for the sole benefit of the Lenders and the Agent and may be waived in writing by the Lenders, in whole or in part (with or without terms and conditions).

7. Confirmation of Credit Agreement and other Documents

The Credit Agreement and the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and the Credit Agreement, as amended and supplemented by this Agreement, and each of the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) is hereby ratified and confirmed and shall, from and after the date hereof, continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the satisfaction of the conditions precedent set forth in Section 6 hereof).

8. Further Assurances

The Borrowers, the Lenders and the Agent shall promptly cure any default by them in the execution and delivery of this Agreement, the other Documents or any of the agreements provided for hereunder to which it is a party. The Borrowers, at their own expense, shall promptly execute and deliver to the Agent, upon request by the Agent, all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for the Borrowers' compliance with, or accomplishment of the covenants and agreements of the Borrowers hereunder or more fully to state the obligations of the Borrowers as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith. The Agent and the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent and the Lenders to give effect to the foregoing.

9. Enurement

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns in accordance with the Credit Agreement.

10. Counterparts; Electronic Execution

This Agreement and the other Documents may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or any other Document to produce or account for more than one such counterpart. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Document. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Agreement or any other Document shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of

which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), *the Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

MONETTE FARMS LTD.

By: Darrel Monette (Nov 20, 2024 18:50 MST)

Name: DARREL MONETTE
Title: PRESIDENT

By: _____

Name:
Title:

MONETTE FARMS USA, INC.

By: Darrel Monette (Nov 20, 2024 18:50 MST)

Name: DARREL MONETTE
Title: PRESIDENT

By: _____

Name:
Title:

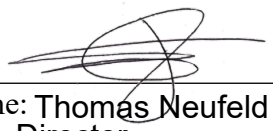
Witness: David Kemp

By: Darrel Monette (Nov 20, 2024 18:50 MST)

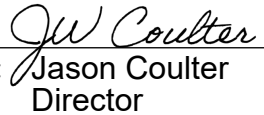
DARREL NOEL MONETTE

LENDERS:

THE BANK OF NOVA SCOTIA

By: 

Name: Thomas Neufeld
Title: Director

By: 

Name: Jason Coulter
Title: Director

FARM CREDIT CANADA

By: Dale Gafencu
Name: Dale Gafencu
Title: Senior Corporate & Commercial Credit Manager

By: _____
Name:
Title:

BANK OF MONTREAL

By: John Card
Name: John Card
Title: Director

By: Charles Wilson
Name: Charles Wilson
Title: Managing Director

EXPORT DEVELOPMENT CANADA

By: _____
Name: Stefan Fedorowicz
Title: Financing Manager

By: _____
Name: Sean Borutskie
Title: Senior Financing Manager

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: Greg Rathgeber
Title: Authorized Signatory

By: _____

Name: Chad Haidey
Title: Authorized Signatory

ROYAL BANK OF CANADA

By: Michael Tran

Name: Michael Tran
Title: Vice President, Corporate Client Group Finance

By: _____

Name:
Title:

THE TORONTO-DOMINION BANK

By: _____
Name: Meagan Deis
Title: Director

By: _____
Name: Cody Murphy
Title: Director, Credit Execution

CANADIAN WESTERN BANK

By: _____
Name: Trevor Sproule
Title: SR AVP

By: _____
Name: Daryn Wenaas
Title: AVP + Market Lead

CONEXUS CREDIT UNION

By: 

Name: Robert Davis
Title: VP, Treasury

By: 

Name: Brad Fennig
Title: VP, Credit Risk

SWINGLINE LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter
Title: Director

FRONTING LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter
Title: Director

AGENT:

THE BANK OF NOVA SCOTIA,
in its capacity as the Agent

By: _____
Name: Sarah Scuglia
Title: Director

By: _____
Name: Venita Ramjattan
Title: Associate

SECOND AMENDING AGREEMENT

THIS AGREEMENT is made as of January 31, 2025

BETWEEN:

MONETTE FARMS LTD., a corporation existing under the laws of the Province of Saskatchewan (hereinafter sometimes referred to as the "**Canadian Borrower**"),

– and –

MONETTE FARMS USA, INC., a corporation existing under the laws of the State of Montana (hereinafter sometimes referred to as the "**U.S. Borrower**"),

– and –

DARREL NOEL MONETTE, an individual domiciled in the Province of Saskatchewan and with his primary residence in the Province of Saskatchewan (hereinafter sometimes referred to as the "**Individual Borrower**"),

– and –

THE BANK OF NOVA SCOTIA, FARM CREDIT CANADA, BANK OF MONTREAL, EXPORT DEVELOPMENT CANADA, CANADIAN IMPERIAL BANK OF COMMERCE, ROYAL BANK OF CANADA, THE TORONTO-DOMINION BANK, CANADIAN WESTERN BANK, CONEXUS CREDIT UNION and such other persons as become parties to the Credit Agreement as lenders (hereinafter referred to collectively as the "**Lenders**" and individually as a "**Lender**"),

– and –

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as agent of the Lenders (hereinafter referred to as the "**Agent**"),

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Swingline Lender,

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Fronting Lender,

WHEREAS the parties hereto have entered in to the Credit Agreement;

AND WHEREAS the Agent, on behalf of the Lenders, executed and delivered in favor of the Borrowers a waiver and covenant agreement dated October 31, 2024 which was accepted, acknowledged and agreed to by the Borrowers (the "**Existing Waiver**"); and

AND WHEREAS, in connection with, and as provided for in, the Existing Waiver, the parties hereto amended and supplemented certain provisions of the Credit Agreement as set forth in the first amending agreement made as of November 22, 2024 (the "**First Amending Agreement**") between the Borrowers, the Lenders and the Agent to give effect to the Covenant Relief Amendment under and as defined in the Existing Waiver;

AND WHEREAS the parties hereto have agreed to further amend and supplement certain provisions of the Credit Agreement to extend the Covenant Relief Period (as defined in the Credit Agreement) as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. Interpretation

1.1 In this Agreement and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"Agreement" means this second amending agreement, as amended, modified, supplemented or restated from time to time; and

"Credit Agreement" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15 2024 between the Borrowers, as borrowers, the Lenders, as lenders, and the Agent, as agent, as amended and supplemented to the date hereof including pursuant to an accordion exercise agreement made as of May 13, 2024, the Existing Waiver and the First Amending Agreement.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this

Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2. Amendments and Supplements

2.1 Amendment to Definition of Covenant Relief Period. The definition of "Covenant Relief Period" contained in Section 1.1(1) of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

> ""**Covenant Relief Period**" means the period commencing on October 31, 2024 and continuing up to and including February 21, 2025 (the "**Relief Period Expiry Date**"), which Relief Period Expiry Date may be extended upon the agreement of the Agent and all of the Lenders, each in their sole discretion.".

3. Confirmation of Event of Default

3.1 ***Confirmation of Event of Default.*** Each of the parties hereto including, for certainty, the Borrowers hereby expressly agrees, acknowledges, confirms and accepts that, if the Relief Period Expiry Date is not further extended on or before the Relief Period Expiry Date upon the agreement of the Agent and all of the Lenders, each in their sole discretion, an immediate Event of Default shall result and, in such circumstance, the Agent and the Lenders shall retain all rights and remedies provided for in the Credit Agreement and each of the other Documents in connection with an Event of Default.

4. Deferral of Mandatory Repayment

4.1 ***Confirmation of Mandatory Repayment Deferral.*** Each of the Lenders hereby agrees that the scheduled repayment of Outstanding Principal under the Capital Facility required pursuant to Section 2.15(2)(a) of the Credit Agreement by the Canadian Borrower and the U.S. Borrower to the Agent, on behalf of the Capital Facility Lenders, in an amount equal to 1.25% of the Outstanding Principal under the Capital on the Quarter End of January 31, 2025 (the "**January 2025 Quarter End Repayment**") shall be and is hereby deferred and the January 2025 Quarter End Repayment shall be required to be made on or before February 21, 2025 and the Borrower hereby confirms, agrees and acknowledges that the deferral pursuant to this Section 4.1 shall only apply to the January 2025 Quarter End Repayment. For certainty, all accrued and outstanding interest under the Capital Facility shall be paid on January 31, 2025.

5. Fees

5.1 ***Amendment Fees.*** The Canadian Borrower agrees to pay to the Agent, for each Lender, an amendment fee of Cdn.$10,000.

6. Representations and Warranties

The Canadian Borrower and the U.S. Borrower each hereby represents and warrants to the Agent and to each Lender, and each such Borrower acknowledges and confirms that the Agent and each Lender are relying upon such representations and warranties, as follows:

(a) Capacity, Power and Authority

(i) It is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all the requisite corporate capacity, power and authority to carry on its business as presently conducted and to own its property; and

(ii) It has the requisite corporate capacity, power and authority to execute and deliver this Agreement.

(b) Authorization; Enforceability

It has taken or caused to be taken all necessary action to authorize, and has duly executed and delivered, this Agreement, and this Agreement is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, winding up, insolvency, moratorium or other laws of general application affecting the enforcement of creditors' rights generally and to the equitable and statutory powers of the courts having jurisdiction with respect thereto.

(c) Compliance With Other Instruments

The execution, delivery and performance by each such Borrower of this Agreement and the consummation of the transactions contemplated herein do not conflict with, result in any breach or violation of, or constitute a default under the terms, conditions or provisions of the charter or constating documents or by-laws of, or any unanimous shareholder agreement relating to, each such Borrower or of any law, regulation, judgment, decree or order binding on or applicable to each such Borrower or to which its property is subject or of any material agreement, lease, licence, permit or other instrument to which each such Borrower is a party or is otherwise bound or by which each such Borrower benefits or to which its property, assets and undertaking is subject and do not require the consent or approval of any Governmental Authority or any other party of which the failure to have received or obtained would have or would reasonably be expected to have a Material Adverse Effect.

(d) No Default

No Default or Event of Default has occurred or is continuing.

(e) Credit Agreement Representations and Warranties

Each of the representations and warranties of the Canadian Borrower and the U.S. Borrower set forth in Article 9 of the Credit Agreement is true and accurate in all respects as of the date hereof.

The representations and warranties set out herein shall survive the execution and delivery of this Agreement and the making of each Drawdown under the Credit Agreement, notwithstanding any investigations or examinations which may be made by or on behalf of the Agent, the Lenders or Lenders' Counsel. Such representations and warranties shall survive until the Credit Agreement has been terminated.

7. Conditions Precedent

The amendments and supplements to the Credit Agreement contained in Section 2 shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

(a) the Borrowers shall have paid to the Agent, for the benefit of the Lenders, the fees required to be paid pursuant to Section 5 hereof and any other fees agreed to by any Borrower and any of the Lenders, the Agent or the Lead Arranger in connection herewith;

(b) (i) no Default or Event of Default shall have occurred and be continuing or would occur immediately after giving effect hereto, (ii) the representations and warranties set forth in Section 9.1 of the Credit Agreement shall be true and accurate in all respects other than any such representation and warranty which expressly speaks as of an earlier date, (iii) no consents, approvals or authorizations are required in connection with the amendments effected pursuant hereto (except as have been unconditionally obtained and are in full force and effect, unamended) and (iv) no event shall have occurred since October 31, 2024 that would reasonably be expected to have a Material Adverse Effect and, in each case, the Canadian Borrower shall have delivered to the Agent an Officer's Certificate certifying the same to the Agent; and

(c) each Loan Party that has provided a guarantee and/or Security (other than the Borrowers) shall have executed and delivered the Acknowledgment attached hereto.

The foregoing conditions precedent are inserted for the sole benefit of the Lenders and the Agent and may be waived in writing by the Lenders, in whole or in part (with or without terms and conditions).

8. Confirmation of Credit Agreement and other Documents

The Credit Agreement and the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and the Credit Agreement, as amended and supplemented

by this Agreement, and each of the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) is hereby ratified and confirmed and shall, from and after the date hereof, continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the satisfaction of the conditions precedent set forth in Section 7 hereof).

9. Further Assurances

The Borrowers, the Lenders and the Agent shall promptly cure any default by them in the execution and delivery of this Agreement, the other Documents or any of the agreements provided for hereunder to which it is a party. The Borrowers, at their own expense, shall promptly execute and deliver to the Agent, upon request by the Agent, all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for the Borrowers' compliance with, or accomplishment of the covenants and agreements of the Borrowers hereunder or more fully to state the obligations of the Borrowers as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith. The Agent and the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent and the Lenders to give effect to the foregoing.

10. Enurement

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns in accordance with the Credit Agreement.

11. Counterparts; Electronic Execution

This Agreement and the other Documents may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or any other Document to produce or account for more than one such counterpart. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Document. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Agreement or any other Document shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), *the Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided

that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

MONETTE FARMS LTD.

By: Darrel Monette (Jan 29, 2025 14:32 MST)

Name: Darrel Monette
Title: President

MONETTE FARMS USA, INC.

By: Darrel Monette (Jan 29, 2025 14:32 MST)

Name: Darrel Monette
Title: President

Russel Monette

Witness:

By: Darrel Monette (Jan 29, 2025 14:32 MST)

DARREL NOEL MONETTE

LENDERS:

THE BANK OF NOVA SCOTIA

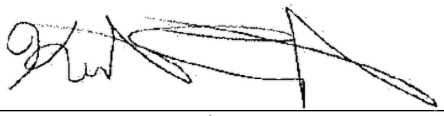
By: 

Name: Thomas Neufeld
Title: Director

By: 

Name: Jason Coulter
Title: Director

FARM CREDIT CANADA

By: 

Name: Kent Cunnington
Title: Senior Corporate & Commercial Credit Manager

By: _____

Name:
Title:

BANK OF MONTREAL

By: _____
Name: John Card
Title: Director

By: _____
Name: Krishan Kaushal
Title: Sr. Director

EXPORT DEVELOPMENT CANADA

By: _____
Name: Vincent Seidner
Title: Senior Associate

By: _____
Name: Sean Borutskie
Title: Senior Financing Manager

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: Greg Rathgeber
Title: Director

By: _____

Name: Lana Buecket
Title: Director + Team Lead

ROYAL BANK OF CANADA

By: _____

Name: Mandy McLeod
Title: Vice President Finance

By: _____

Name:
Title:

THE TORONTO-DOMINION BANK

By: _____
Name: Meagan Deis
Title: Director

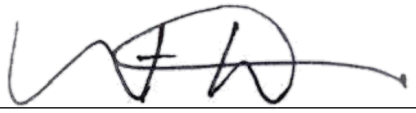
By: _____
Name: Cody Murphy
Title: Director, Credit Execution

CANADIAN WESTERN BANK

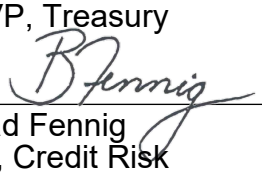
By: _____
Name: Joseph Schooten.
Title: AVP Business Development Agriculture

By: _____
Name: Trevor Sprunle
Title: Sr AVP Ag

CONEXUS CREDIT UNION

By: 

Name: Robert Davis
Title: VP, Treasury

By: 

Name: Brad Fennig
Title: VP, Credit Risk

SWINGLINE LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter
Title: Director

FRONTING LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter
Title: Director

AGENT:

THE BANK OF NOVA SCOTIA,
in its capacity as the Agent

By: _____
Name: Sarah Scuglia
Title: Director

By: _____
Name: Venita Ramjattan
Title: Associate

ACKNOWLEDGMENT

For valuable consideration, the receipt of which is hereby acknowledged, each of:

1. DMO Holdings Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by DMO Holdings Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

2. Monette Farm Family Trust, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the limited recourse guarantee hereinafter referred to) to the Beneficiaries (as defined in the limited recourse guarantee hereinafter referred to), pursuant to a limited recourse guarantee made as of December 5, 2018 by Monette Farm Family Trust in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

3. Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

4. NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of February 1, 2019 by NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

5. Monette Farms Ontario Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 16, 2020 by Monette Farms Ontario Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

6. Monette Seeds Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of October 27, 2022 by Monette Seeds Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

7. Monette Land Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Land Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

8. Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

9. Monette Produce Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

10. Monette Farms BC Limited Partnership ("**MFBC LP**"), by its general partner, Monette Farms BC GP Ltd. ("**MFBC GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC LP, by its general partner, MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

11. MFBC GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

12. Monette Farms Land Limited Partnership ("**MFL LP**"), by its general partner, Monette Farms Land GP Ltd. ("**MFL GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL LP, by its general partner, MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

13. MFL GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by

MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

14. Monette Farms Land II Limited Partnership ("**MFL II LP**"), by its general partner, Monette Farms Land II GP Ltd. ("**MFL II GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II LP, by its general partner, MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

15. MFL II GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

16. DMO Holdings USA, Inc., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by DMO Holdings USA, Inc. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

17. Monette Farms Arizona, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Farms Arizona, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

18. Monette Seeds USA, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Seeds USA, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof); and

19. Monette Produce, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof),

hereby acknowledge the amendments and supplements to the Credit Agreement contained in the Second Amending Agreement to which this Acknowledgement is attached and forms a part and

confirms that its guarantee described above and the other Security to which it is a party is and shall remain in full force and effect in all respects notwithstanding the Second Amending Agreement and the amendments and supplements to the Credit Agreement contained therein and shall continue to exist and apply to all of the Obligations (as defined in such guarantee and other Security), including, without limitation, the obligations, indebtedness and liabilities (present and future, absolute or contingent, matured or not) of the Borrowers and the other Loan Parties to the Beneficiaries under, pursuant or relating to the Credit Agreement, as amended and supplemented by the Second Amending Agreement. This Acknowledgement is in addition to and shall not limit, derogate from or otherwise affect the provisions of such guarantee and other Security.

Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF each of the undersigned have executed this Acknowledgment as of the day and year of the Second Amending Agreement.

[The remainder of this page has been intentionally left blank]

DMO HOLDINGS LTD.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

NEXGEN SEEDS LTD.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE FARM FAMILY TRUST

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

GOAT'S PEAK WINERY LTD.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE FARMS ONTARIO CORP.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE SEEDS LTD.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE LAND CORP.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LTD.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE PRODUCE LTD.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS BC GP LTD.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE FARMS BC GP LTD.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND GP LTD.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND GP LTD.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND II GP LTD.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II GP LTD.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

DMO HOLDINGS USA, INC.

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE FARMS ARIZONA, LLC

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE SEEDS USA, LLC

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

MONETTE PRODUCE, LLC

By: Darrel Monette (Jan 29, 2025 14:32 MST)
Name: Darrel Monette
Title: President

THIRD AMENDING AGREEMENT

THIS AGREEMENT is made as of February 21, 2025

BETWEEN:

MONETTE FARMS LTD., a corporation existing under the laws of the Province of Saskatchewan (hereinafter sometimes referred to as the "**Canadian Borrower**"),

– and –

MONETTE FARMS USA, INC., a corporation existing under the laws of the State of Montana (hereinafter sometimes referred to as the "**U.S. Borrower**"),

– and –

DARREL NOEL MONETTE, an individual domiciled in the Province of Saskatchewan and with his primary residence in the Province of Saskatchewan (hereinafter sometimes referred to as the "**Individual Borrower**"),

– and –

THE BANK OF NOVA SCOTIA, FARM CREDIT CANADA, BANK OF MONTREAL, EXPORT DEVELOPMENT CANADA, CANADIAN IMPERIAL BANK OF COMMERCE, ROYAL BANK OF CANADA, THE TORONTO-DOMINION BANK, CANADIAN WESTERN BANK, CONEXUS CREDIT UNION and such other persons as become parties to the Credit Agreement as lenders (hereinafter referred to collectively as the "**Lenders**" and individually as a "**Lender**"),

– and –

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as agent of the Lenders (hereinafter referred to as the "**Agent**"),

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Swingline Lender,

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Fronting Lender,

WHEREAS the parties hereto have entered in to the Credit Agreement;

AND WHEREAS the Agent, on behalf of the Lenders, executed and delivered in favor of the Borrowers a waiver and covenant agreement dated October 31, 2024 which was accepted, acknowledged and agreed to by the Borrowers (the "**Existing Waiver**"); and

AND WHEREAS, in connection with, and as provided for in, the Existing Waiver, the parties hereto amended and supplemented certain provisions of the Credit Agreement as set forth in the first amending agreement made as of November 22, 2024 (the "**First Amending Agreement**") between the Borrowers, the Lenders and the Agent to give effect to the Covenant Relief Amendment under and as defined in the Existing Waiver;

AND WHEREAS the parties hereto further amended and supplemented certain provisions of the Credit Agreement to extend the Covenant Relief Period (as defined in the Credit Agreement) as set forth in the second amending agreement made as of January 31, 2025 (the "**Second Amending Agreement**") between the Borrowers, the Lenders and the Agent;

AND WHEREAS the parties hereto have agreed to further amend and supplement certain provisions of the Credit Agreement to further extend the Covenant Relief Period as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. Interpretation

1.1 In this Agreement and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"Agreement" means this third amending agreement, as amended, modified, supplemented or restated from time to time; and

"Credit Agreement" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15 2024 between the Borrowers, as borrowers, the Lenders, as lenders, and the Agent, as agent, as amended and supplemented to the date hereof including pursuant to an accordion exercise agreement made as of May 13, 2024, the Existing Waiver, the First Amending Agreement and the Second Amending Agreement.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2. Amendments and Supplements

2.1 Amendment to Definition of Covenant Relief Period. The definition of "Covenant Relief Period" contained in Section 1.1(1) of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

> ""**Covenant Relief Period**" means the period commencing on October 31, 2024 and continuing up to and including April 15, 2025 (the "**Relief Period Expiry Date**"), which Relief Period Expiry Date may be extended upon the agreement of the Agent and all of the Lenders, each in their sole discretion.".

3. Confirmation of Event of Default

3.1 ***Confirmation of Event of Default.*** Each of the parties hereto including, for certainty, the Borrowers hereby expressly agrees, acknowledges, confirms and accepts that, if the Relief Period Expiry Date is not further extended on or before the Relief Period Expiry Date upon the agreement of the Agent and all of the Lenders, each in their sole discretion, an immediate Event of Default shall result and, in such circumstance, the Agent and the Lenders shall retain all rights and remedies provided for in the Credit Agreement and each of the other Documents in connection with an Event of Default.

4. Deferral of Mandatory Repayment

4.1 ***Confirmation of Mandatory Repayment Deferral.*** Each of the Lenders hereby agrees that the scheduled repayment of Outstanding Principal under the Capital Facility required pursuant to Section 2.15(2)(a) of the Credit Agreement by the Canadian Borrower and the U.S. Borrower to the Agent, on behalf of the Capital Facility Lenders, in an amount equal to 1.25% of the Outstanding Principal under the Capital on the Quarter End of January 31, 2025 (the "**January 2025 Quarter End Repayment**") shall be and is hereby deferred and the January 2025 Quarter End Repayment shall be required to be made on or before April 15, 2025 and the Borrower hereby confirms, agrees and acknowledges that the deferral pursuant to this Section 4.1 shall only apply to the January 2025 Quarter End Repayment. For certainty, all accrued and outstanding interest under the Capital Facility shall be paid on February 28, 2025.

5. Covenant

5.1 ***Covenant re: Investor Transaction.*** The Canadian Borrower hereby covenants and agrees that, in connection with the letter offer from Macer Forest Holdings Ltd. (the "**Investor**") dated February 9, 2025 to the Canadian Borrower and acknowledged by Darrel Monette, on behalf of the Canadian Borrower, on February 11, 2025 (the "**Investor Letter**"), on or before March 14, 2025, the Canadian Borrower shall have provided evidence to the Agent that the Investor has completed its due diligence and finalized terms with the Canadian Borrower for the transaction noted in the Investor Letter, which evidence and transaction terms shall each be satisfactory to the Agent and Lender's Counsel. The Canadian Borrower hereby expressly acknowledges that any breach or non-compliance with this Section 5.1 shall be, and shall be deemed to be, an immediate Event of Default.

6. Fees

6.1 ***Amendment Fees.*** The Canadian Borrower agrees to pay to the Agent, for each Lender, an amendment fee of Cdn.$10,000.

7. Representations and Warranties

The Canadian Borrower and the U.S. Borrower each hereby represents and warrants to the Agent and to each Lender, and each such Borrower acknowledges and confirms that the Agent and each Lender are relying upon such representations and warranties, as follows:

(a) Capacity, Power and Authority

(i) It is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all the requisite corporate capacity, power and authority to carry on its business as presently conducted and to own its property; and

(ii) It has the requisite corporate capacity, power and authority to execute and deliver this Agreement.

(b) Authorization; Enforceability

It has taken or caused to be taken all necessary action to authorize, and has duly executed and delivered, this Agreement, and this Agreement is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, winding up, insolvency, moratorium or other laws of general application affecting the enforcement of creditors' rights generally and to the equitable and statutory powers of the courts having jurisdiction with respect thereto.

(c) Compliance With Other Instruments

The execution, delivery and performance by each such Borrower of this Agreement and the consummation of the transactions contemplated herein do not

conflict with, result in any breach or violation of, or constitute a default under the terms, conditions or provisions of the charter or constating documents or by-laws of, or any unanimous shareholder agreement relating to, each such Borrower or of any law, regulation, judgment, decree or order binding on or applicable to each such Borrower or to which its property is subject or of any material agreement, lease, licence, permit or other instrument to which each such Borrower is a party or is otherwise bound or by which each such Borrower benefits or to which its property, assets and undertaking is subject and do not require the consent or approval of any Governmental Authority or any other party of which the failure to have received or obtained would have or would reasonably be expected to have a Material Adverse Effect.

(d) No Default

No Default or Event of Default has occurred or is continuing.

(e) Credit Agreement Representations and Warranties

Each of the representations and warranties of the Canadian Borrower and the U.S. Borrower set forth in Article 9 of the Credit Agreement is true and accurate in all respects as of the date hereof.

The representations and warranties set out herein shall survive the execution and delivery of this Agreement and the making of each Drawdown under the Credit Agreement, notwithstanding any investigations or examinations which may be made by or on behalf of the Agent, the Lenders or Lenders' Counsel. Such representations and warranties shall survive until the Credit Agreement has been terminated.

8. Conditions Precedent

The amendments and supplements to the Credit Agreement contained in Section 2 shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

(a) the Borrowers shall have paid to the Agent, for the benefit of the Lenders, the fees required to be paid pursuant to Section 6 hereof and any other fees agreed to by any Borrower and any of the Lenders, the Agent or the Lead Arranger in connection herewith;

(b) (i) no Default or Event of Default shall have occurred and be continuing or would occur immediately after giving effect hereto, (ii) the representations and warranties set forth in Section 9.1 of the Credit Agreement shall be true and accurate in all respects other than any such representation and warranty which expressly speaks as of an earlier date, (iii) no consents, approvals or authorizations are required in connection with the amendments effected pursuant hereto (except as have been unconditionally obtained and are in full force and effect, unamended) and (iv) no event shall have occurred since October 31, 2024 that would reasonably be expected to have a Material Adverse Effect and, in each

case, the Canadian Borrower shall have delivered to the Agent an Officer's Certificate certifying the same to the Agent; and

(c) each Loan Party that has provided a guarantee and/or Security (other than the Borrowers) shall have executed and delivered the Acknowledgment attached hereto.

The foregoing conditions precedent are inserted for the sole benefit of the Lenders and the Agent and may be waived in writing by the Lenders, in whole or in part (with or without terms and conditions).

9. Confirmation of Credit Agreement and other Documents

The Credit Agreement and the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and the Credit Agreement, as amended and supplemented by this Agreement, and each of the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) is hereby ratified and confirmed and shall, from and after the date hereof, continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the satisfaction of the conditions precedent set forth in Section 8 hereof).

10. Further Assurances

The Borrowers, the Lenders and the Agent shall promptly cure any default by them in the execution and delivery of this Agreement, the other Documents or any of the agreements provided for hereunder to which it is a party. The Borrowers, at their own expense, shall promptly execute and deliver to the Agent, upon request by the Agent, all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for the Borrowers' compliance with, or accomplishment of the covenants and agreements of the Borrowers hereunder or more fully to state the obligations of the Borrowers as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith. The Agent and the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent and the Lenders to give effect to the foregoing.

11. Enurement

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns in accordance with the Credit Agreement.

12. Counterparts; Electronic Execution

This Agreement and the other Documents may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in

making proof of this Agreement or any other Document to produce or account for more than one such counterpart. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Document. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Agreement or any other Document shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), *the Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

MONETTE FARMS LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE FARMS USA, INC.

By: _____
Name: Darrel Monette
Title: President

_____
Witness:

By: _____
DARREL NOEL MONETTE

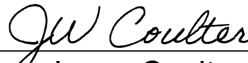
David J. Kemp
Barrister & Solicitor
248 Terrace Drive
Kelowna, BC V1V 1G2

LENDERS:

THE BANK OF NOVA SCOTIA

By: 

Name: Thomas Neufeld
Title: Director

By: 

Name: Jason Coulter
Title: Director

FARM CREDIT CANADA

By: Dale Gafencu
Name: Dale Gafencu
Title: Sr. Corporate & Commercial Credit Manager

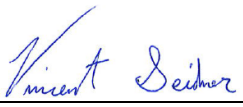
By: _____
Name:
Title:

BANK OF MONTREAL

By: John Card
Name: John Card
Title: Director

By: Charles Wilson
Name: Charles Wilson
Title: Managing Director

EXPORT DEVELOPMENT CANADA

By: 

Name: Vincent Seidner
Title: Senior Associate

By: 

Name: Stefan Fedorowicz
Title: Financing Manager

CANADIAN IMPERIAL BANK OF COMMERCE

By: 

Name: Greg Rathgeber
Title: Director

By: 

Name: Chad Haidey
Title: Authorized Signatory

ROYAL BANK OF CANADA

By: 

Name: Mandy McLeod
Title: Vice President Finance

By: _____

Name:
Title:

THE TORONTO-DOMINION BANK

By: _____
Name: Meagan Deis
Title: Director

By: _____
Name: Cody Murphy
Title: Director, Credit Execution

CANADIAN WESTERN BANK

By: Daryl Yarema

Name: Daryl Yarema
Title: AVP, Agriculture Portfolio Management

By:

Name: Daryn Wenass
Title: AVP & Market Lead, Lethbridge

CONEXUS CREDIT UNION

By: Kurt Oehler

Name: Kurt Oehler
Title: Manager, Business Credit Services

By: B Fennig

Name: Brad Fennig
Title: VP, Credit Risk

SWINGLINE LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter
Title: Director

FRONTING LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter
Title: Director

AGENT:

THE BANK OF NOVA SCOTIA,
in its capacity as the Agent

By: _____
Name: Sarah Scuglia
Title: Director

By: _____
Name: Venita Ramjattan
Title: Associate

ACKNOWLEDGMENT

For valuable consideration, the receipt of which is hereby acknowledged, each of:

1. DMO Holdings Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by DMO Holdings Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

2. Monette Farm Family Trust, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the limited recourse guarantee hereinafter referred to) to the Beneficiaries (as defined in the limited recourse guarantee hereinafter referred to), pursuant to a limited recourse guarantee made as of December 5, 2018 by Monette Farm Family Trust in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

3. Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

4. NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of February 1, 2019 by NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

5. Monette Farms Ontario Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 16, 2020 by Monette Farms Ontario Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

6. Monette Seeds Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of October 27, 2022 by Monette Seeds Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

7. Monette Land Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Land Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

8. Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

9. Monette Produce Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

10. Monette Farms BC Limited Partnership ("**MFBC LP**"), by its general partner, Monette Farms BC GP Ltd. ("**MFBC GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC LP, by its general partner, MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

11. MFBC GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

12. Monette Farms Land Limited Partnership ("**MFL LP**"), by its general partner, Monette Farms Land GP Ltd. ("**MFL GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL LP, by its general partner, MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

13. MFL GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by

MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

14. Monette Farms Land II Limited Partnership ("**MFL II LP**"), by its general partner, Monette Farms Land II GP Ltd. ("**MFL II GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II LP, by its general partner, MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

15. MFL II GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

16. DMO Holdings USA, Inc., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by DMO Holdings USA, Inc. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

17. Monette Farms Arizona, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Farms Arizona, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

18. Monette Seeds USA, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Seeds USA, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof); and

19. Monette Produce, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof),

hereby acknowledge the amendments and supplements to the Credit Agreement contained in the Third Amending Agreement to which this Acknowledgement is attached and forms a part and

confirms that its guarantee described above and the other Security to which it is a party is and shall remain in full force and effect in all respects notwithstanding the Third Amending Agreement and the amendments and supplements to the Credit Agreement contained therein and shall continue to exist and apply to all of the Obligations (as defined in such guarantee and other Security), including, without limitation, the obligations, indebtedness and liabilities (present and future, absolute or contingent, matured or not) of the Borrowers and the other Loan Parties to the Beneficiaries under, pursuant or relating to the Credit Agreement, as amended and supplemented by the Third Amending Agreement. This Acknowledgement is in addition to and shall not limit, derogate from or otherwise affect the provisions of such guarantee and other Security.

Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF each of the undersigned have executed this Acknowledgment as of the day and year of the Third Amending Agreement.

[The remainder of this page has been intentionally left blank]

DMO HOLDINGS LTD.

By: _____
Name: Darrel Monette
Title: President

NEXGEN SEEDS LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE FARM FAMILY TRUST

By: _____
Name: Darrel Monette
Title: President

GOAT'S PEAK WINERY LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE FARMS ONTARIO CORP.

By: _____
Name: Darrel Monette
Title: President

MONETTE SEEDS LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE LAND CORP.

By: _____
Name: Darrel Monette
Title: President

MONETTE FARMS BC LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE PRODUCE LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE FARMS BC LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS BC GP LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE FARMS BC GP LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE FARMS LAND LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND GP LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE FARMS LAND GP LTD.

By: 
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND II GP LTD.

By: 
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II GP LTD.

By: 
Name: Darrel Monette
Title: President

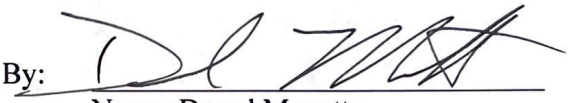
DMO HOLDINGS USA, INC.

By: 
Name: Darrel Monette
Title: President

MONETTE FARMS ARIZONA, LLC

By: 
Name: Darrel Monette
Title: President

MONETTE SEEDS USA, LLC

By: 
Name: Darrel Monette
Title: President

MONETTE PRODUCE, LLC

By: 
Name: Darrel Monette
Title: President

FOURTH AMENDING AGREEMENT

THIS AGREEMENT is made as of April 15, 2025

BETWEEN:

MONETTE FARMS LTD., a corporation existing under the laws of the Province of Saskatchewan (hereinafter sometimes referred to as the "**Canadian Borrower**"),

– and –

MONETTE FARMS USA, INC., a corporation existing under the laws of the State of Montana (hereinafter sometimes referred to as the "**U.S. Borrower**"),

– and –

DARREL NOEL MONETTE, an individual domiciled in the Province of Saskatchewan and with his primary residence in the Province of Saskatchewan (hereinafter sometimes referred to as the "**Individual Borrower**"),

– and –

THE BANK OF NOVA SCOTIA, FARM CREDIT CANADA, BANK OF MONTREAL, EXPORT DEVELOPMENT CANADA, CANADIAN IMPERIAL BANK OF COMMERCE, ROYAL BANK OF CANADA, THE TORONTO-DOMINION BANK, NATIONAL BANK OF CANADA, CONEXUS CREDIT UNION and such other persons as become parties to the Credit Agreement as lenders (hereinafter referred to collectively as the "**Lenders**" and individually as a "**Lender**"),

– and –

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as agent of the Lenders (hereinafter referred to as the "**Agent**"),

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Swingline Lender,

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Fronting Lender,

WHEREAS the parties hereto have entered into the Credit Agreement;

AND WHEREAS the Agent, on behalf of the Lenders, executed and delivered in favor of the Borrowers a waiver and covenant agreement dated October 31, 2024 which was accepted, acknowledged and agreed to by the Borrowers (the "**Original Waiver**");

AND WHEREAS, in connection with, and as provided for in, the Original Waiver, the parties hereto amended and supplemented certain provisions of the Credit Agreement as set forth in the first amending agreement made as of November 22, 2024 (the "**First Amending Agreement**") between the Borrowers, the Lenders and the Agent to give effect to the Covenant Relief Amendment under and as defined in the Original Waiver;

AND WHEREAS the parties hereto further amended and supplemented certain provisions of the Credit Agreement to extend the Covenant Relief Period (as defined in the Credit Agreement) as set forth in the second amending agreement made as of January 31, 2025 (the "**Second Amending Agreement**") between the Borrowers, the Lenders and the Agent and the third amending agreement made as of February 21, 2025 (the "**Third Amending Agreement**") between the Borrowers, the Lenders and the Agent;

AND WHEREAS the parties hereto have agreed to further amend and supplement certain provisions of the Credit Agreement to, *inter alia*, further extend the Covenant Relief Period as hereinafter set forth;

AND WHEREAS National Bank of Canada is the amalgamation successor to Canadian Western Bank;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. Interpretation

1.1 In this Agreement and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"Agreement" means this fourth amending agreement, as amended, modified, supplemented or restated from time to time; and

"Credit Agreement" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and

restated as of April 15 2024 between the Borrowers, as borrowers, the Lenders, as lenders, and the Agent, as agent, as amended and supplemented to the date hereof including pursuant to an accordion exercise agreement made as of May 13, 2024, the Original Waiver, the First Amending Agreement. the Second Amending Agreement, the second waiver and covenant agreement dated March 19, 2025 from the Agent, on behalf of the Majority of the Lenders, which was accepted, acknowledged and agreed to by the Borrowers (the "**Second Waiver**") and the Third Amending Agreement.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2. Amendments and Supplements

2.1 Amendment to Definition of "Covenant Relief Period". The definition of "Covenant Relief Period" contained in Section 1.1(1) of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

> ""**Covenant Relief Period**" means the period commencing on October 31, 2024 and continuing up to and including May 2, 2025 (the "**Relief Period Expiry Date**"), which Relief Period Expiry Date may be extended upon the agreement of the Agent and the Lenders, each in their sole discretion.".

2.2 ***Amendment to Definition of "Lenders' Counsel".*** The definition of Lenders' Counsel contained in Section 1.1(1) of the Credit Agreement is hereby deleted in entirety and the following is substituted therefor

> ""**Lenders' Counsel**" means (a) the firm of Dentons Canada LLP and such other firms of legal counsel as the Agent may from time to time designate and (b) such other firms of legal counsel in each applicable jurisdiction retained as legal counsel to the Agent in connection with this Agreement and the other Documents including, for certainty and without limitation, in connection with review of this Agreement and the other Documents and any and all workout, refinancing, restructuring and enforcements matters.".

2.3 ***Amendment to Definition of "Permitted Capital Expenditures".*** Section 10.3.1 of the Credit Agreement is hereby amended to delete subparagraph (c) thereof in its entirety and to substitute the following therefor:

"(c) the definition of "Permitted Capital Expenditures" shall be amended to read as follows:

""**Permitted Capital Expenditures**" means (a) maintenance Capital Expenditures in the ordinary course of business with prior written notice to the Agent, (b) from April 15, 2025 until the Relief Period Expiry Date Capital Expenditures funded with cash or Cash Equivalents (for certainty, not with a Drawdown or Advance under the Credit Facilities including, for certainty, Swingline Loans) up to maximum aggregate amount after April 15, 2025 of Cdn.$1,250,000 (or the Equivalent Amount thereof) and (c) other Capital Expenditures that have been approved in writing by the Agent, on behalf of the Majority of the Lenders prior to the making thereof.".

2.4 ***Amendment to Cash Flow Reporting.*** Section 10.3.1(i) of the Credit Agreement is hereby amended to delete subparagraph (ii) thereof in its entirety and to substitute the following therefor:

"(ii) (A) commencing on April 18, 2025, on or prior to each of the first and third Friday of each calendar month, the rolling 13-week consolidated cash flow forecast and projections for the Loan Parties together with a (1) summary of actual to budget variance report and (2) a schedule detailing the information required pursuant to subparagraphs (a), (b), (c) and (f) of the definition of "Borrowing Base Certificate" as of the last day of the preceding month end; and

(B) in addition, on or prior to April 28, 2025, a consolidated cash flow model on a "fully funded basis" prepared with the assistance of the financial advisor engaged by the Borrower (which financial advisor shall be acceptable to the Agent, acting reasonably) and which shall be in form and substance satisfactory to the Agent and the Majority of the Lenders including a schedule detailing the information required pursuant to subparagraphs (a), (b), (c) and (f) of the definition of "Borrowing Base Certificate" .".

2.5 ***Restriction on Debt Prepayment.*** Section 10.3.1of the Credit Agreement is hereby amended to add the following new subparagraph (h.i) immediately after the existing subparagraph (h):

"(h.1) notwithstanding any other provision hereof, the Borrowers shall not make, and shall not permit any other Loan Party to make, any voluntary prepayments of Permitted Debt prior to the scheduled or mandatory dates of repayment or maturity (other than in respect of the Permitted Debt pursuant to subparagraphs (a) to (c), inclusive, thereof);".

2.6 ***New Minimum Liquidity Covenant.*** Section 10.3 of the Credit Agreement is hereby amended to add the following new subparagraph (c) thereto:

"(c) Minimum Liquidity

It shall maintain (i) at all times up to and including April 25, 2025, cash and Cash Equivalents and available Swingline Loans in a minimum amount of Cdn.$7,000,000 (or the Equivalent Amount thereof in United States Dollars) and (ii) at all times thereafter, cash and Cash Equivalents and available Swingline Loans in a minimum amount of Cdn.$300,000 (or the Equivalent Amount thereof in United States Dollars) .".

3. Confirmations re: Event of Default

3.1 ***Confirmation of Event of Default.*** Each of the parties hereto including, for certainty, the Borrowers, hereby expressly agrees, acknowledges, confirms and accepts that, if the Relief Period Expiry Date is not further extended on or before the Relief Period Expiry Date upon the agreement of the Agent and the Majority of the Lenders, each in their sole discretion, an immediate Event of Default shall result and, in such circumstance, the Agent and the Lenders shall retain all rights and remedies provided for in the Credit Agreement and each of the other Documents in connection with an Event of Default.

4. Interest Provisions

4.1 ***Confirmation of Default Interest.*** Each of the parties hereto including, for certainty, the Borrowers, hereby expressly agrees, acknowledges, confirms and accepts that the rates per annum applicable to Loans provided for in the Credit Agreement shall each continue to be increase by 2.00% per annum during the Covenant Relief Period.

4.2 ***Interest Payment.*** Each of the parties hereto including, for certainty, the Borrowers, hereby expressly agrees, acknowledges, confirms and accepts that (a) all accrued default interest payable pursuant to Section 5 of the Second Waiver, as confirmed continued pursuant to Section 4.1 hereof (which, for certainty, commenced on March 14, 2025) and (b) from the date hereof until the Relief Period Expiry Date, all accrued interest pursuant to the percentage rates per annum set forth in the chart contained in the definition of "Applicable Pricing Rate" (the "**Margins**") shall be aggregated and (i) for amounts payable in Canadian Dollars, deemed outstanding as Canadian Prime Rate Loans and (ii) for amounts payable in United States Dollars, deemed outstanding as U.S. Base Rate Loans and, in each case, such deemed Loans (collectively, the "**PIK Interest**") are payable on the earlier of (A) the Relief Period Expiry Date and (B) the receipt of the net proceeds of the sale of the Regina Farmland (as defined below). For certainty, in connection with the foregoing, the Borrowers expressly agree that all accrued and unpaid interest in connection with Loans and accrued pursuant to the base Canadian Prime Rate, U.S. Base Rate, Adjusted Term SOFR, Adjusted Daily Compounded CORRA and Adjusted Term CORRA, in each case, without regard to the applicable Margin, shall be payable on the applicable Interest Payment Date.

5. Deferral of Mandatory Repayment

5.1 ***Mandatory Repayment Deferrals.*** Each of the Lenders hereby agrees that the scheduled repayments of Outstanding Principal under the Capital Facility required pursuant to Section 2.15(2)(a) of the Credit Agreement by the Canadian Borrower and the U.S.

Borrower to the Agent, on behalf of the Capital Facility Lenders, in an amount equal to 1.25% of the Outstanding Principal under the Capital Facility on the Quarter Ends of January 31, 2025 and April 30, 2025 (the "**Specified Quarter End Repayments**") shall each be and is hereby deferred and the Specified Quarter End Repayments shall each be required to be made on or before the Relief Period Expiry Date and the Borrower hereby confirms, agrees and acknowledges that the deferral pursuant to this Section 4.1 shall only apply to the Specified Quarter End Repayment.

6. Covenant re: BCSC Judgement Appeal

6.1 Notice of Appeal. With reference made to Dutcyvich v. Monette Farms Ltd., 2025 BCSC 548 and the judgement issued by The Honourable Madam Justice Burke on March 25, 2025 in connection therewith (the "**Judgement**"), the Borrowers covenant and agree that they shall have filed, or caused to filed, and commenced an appeal of the Judgement and provided notice thereto to the Agent, on or before April 24, 2025 and any breach or non-compliance with this covenant shall be deemed to be an immediate Default.

7. Asset Sales

7.1 ***John Deere Equipment.*** The Agent and the Lenders hereby (a) consent to the disposition by the Loan Parties of certain John Deere farm equipment identified to (and approved by) the Agent to certain dealers in connection with the purchase by the Loan Parties of new and/or used farm equipment from such dealers (the "**John Deere Assets**") provided the net proceeds of such disposition shall be in the minimum amount of Cdn.$5,000,000, (b) confirm and acknowledge that the net proceeds from the sale of the John Deere Assets may be used by the Loan Parties for working capital purposes and (c) consent to the release of the Security in the John Deere Assets and expressly authorize the Agent to execute and deliver any no interest letters, other instruments and discharges required in connection therewith.

7.2 ***Nexgen House.*** The Agent and the Lenders hereby (a) consent to the disposition by the Loan Parties of the "Nexgen House" located near Swift Current, Saskatchewan (the "**Nexgen House**") provided the gross proceeds of such disposition shall be in the minimum amount of Cdn.$385,000, (b) confirm and acknowledge that the net proceeds from the sale of the Nexgen House sale (net of reasonably adjustments for commissions and legal fees) may be used by the Loan Parties for working capital purposes and (c) consent to the release of the Security in the Nexgen House and expressly authorize the Agent to execute and deliver any no interest letters, other instruments and discharges required in connection therewith.

7.3 ***Land Sale.*** The Agent and the Lenders hereby (a) consent to the disposition by the Loan Parties of farmland described in the contract of purchase and sale attached hereto as Schedule A (the "**Regina Farmland**") provided (i) the gross proceeds shall be in the minimum amount of Cdn.$41,180,000 and (ii) promptly upon receipt thereof, the net proceeds (net of reasonably adjustments for commissions and legal fees and the amount of the PIK Interest) shall be distributed to the Agent to be held in by the Agent in a general investment certificate or any other Cash Equivalent investment acceptable to the Agent, in

its sole discretion (the "**Cash Collateral**") and (b) consent to the release of the Security in the Regina Farmland and expressly authorize the Agent to execute and deliver any no interest letters, other instruments and discharges required in connection therewith.

7.4 ***Borrower Confirmations and Covenants.*** The Canadian Borrower hereby:

(a) agrees, confirms and acknowledges that (i) it shall have no access to, or rights of withdrawal in respect of, the Cash Collateral without the express written consent of the Agent and (b) the Cash Collateral (including any interest and other investment income attributable thereto) may be used, at the discretion of the Agent and the Majority Lenders, for the repayment of Outstanding Principal under the Credit Facilities and the payment of accrued interest thereon;

(b) agrees, confirms and acknowledges that the Cash Collateral shall be secured by the Security previously granted by the Borrower and, for certainty, the Canadian Borrower hereby grants to the Agent, on behalf of the Agent, the Lenders, the Bank Product Affiliates and the Hedging Affiliates (collectively, the "**Beneficiaries**"), a security interest in the Cash Collateral and all proceeds therefrom (and assigns the same to the Agent, on behalf of the Beneficiaries) to secure all present and future obligations, liabilities and indebtedness of the Canadian Borrower to the Beneficiaries including, without limitation, all obligations, liabilities and indebtedness of the Canadian Borrower under pursuant and relating to the Credit Agreement, the other Documents to which the Canadian Borrower is a party (including its Guarantee in favor of the Beneficiaries), all Bank Product Obligations of the Borrower and all Lender Financial Instrument Obligations of the Borrower; and

(c) covenants and agrees that, concurrently with the disposition of the Regina Farmland (or such later date as is expressly agreed to by the Agent), it shall have caused to be delivered to the Agent from the purchaser and owner of the Regina Farmland, all such consents, agreements and waivers, and all other documentation reasonably required by the Agent (in consultation with Lenders' Counsel), in connection with the continued enforceability, validity and perfection of the Agent's Security Interest in the crops farmed on the Regina Farmland and with respect to all required related matters including, without limitation, rights of access.

8. Consent and Agreements re: Financial Advisor

8.1 ***Consent re: Financial Advisor.*** Each of the Borrowers hereby expressly (a) consent to the engagement by Lenders' Counsel, on behalf of the Agent, retaining PricewaterhouseCoopers Inc., or such other financial advisor to the Agent on behalf of the Lenders, in their sole discretion, as financial advisor (the "**Lenders' Financial Advisor**"), and (b) agree to pay all fees and expenses as provided for in any engagement letter between Lenders' Counsel, on behalf of the Agent and Lenders' Financial Advisor (the "**Lenders' Financial Advisor Engagement Letter**"), and such fees and expenses shall form part of the Obligations and be secured by the Security.

8.2 ***Covenant re: Financial Advisor.*** The Borrowers shall, and shall cause each other Loan Party and their respective advisors, to fully and promptly cooperate with the Lenders' Financial Advisor and promptly provide all information and data requested by the Lenders' Financial Advisor.

8.3 ***Borrower Financial Advisor.*** The Borrowers hereby covenant and agree that they shall have engaged their own financial advisor acceptable to the Agent, acting reasonably (the "**Borrowers' Financial Advisor**"), on or prior to April 18, 2025, and hereby expressly agree and acknowledge that the Borrowers' Financial Advisor may freely communicate with Lenders' Financial Advisor and Lenders' Counsel and fully and promptly communicate therewith.

9. Consent to Extension of Delivery of Audited Financial Statements

9.1 ***Consent to Extension of Delivery of Audited Financial Statements.*** The Agent and the Lenders hereby consent and agree that the audited financial statements, related Compliance Certificate and management discussion and analysis report required to have been delivered within 120 days of October 31, 2024 pursuant to Sections 10.1(e)(ii), 10.1(e)(iv) and 10.1(e)(v) of the Credit Agreement (the "**2024 Yearly Reporting Package**") may be delivered on or before May 2, 2025 and the Borrowers hereby confirm, acknowledge and agree that if the 2024 Yearly Reporting Package has not been delivered on or before May 2, 2025, an immediate Default shall result.

10. Suspension of Drawdowns; Funding of Existing Loans

10.1 ***Suspension of Capital Facility.*** Each of the parties hereto expressly agrees, acknowledges, confirms and accepts that, from and after the date hereof, notwithstanding any provision of the Credit Agreement, no further Drawdowns under the Capital Facility shall be permitted without the express prior consent of the Agent and the Capital Facility Lenders.

10.2 ***CORRA Loans and SOFR Loans.*** Each of the parties hereto expressly agrees, acknowledges, confirms and accepts that, from and after the date hereof, notwithstanding any provision of the Credit Agreement, without the express prior consent of the Agent, no CORRA Loans or SOFR Loans are permitted that have an Interest Period Expiry after the Relief Period Expiry Date.

11. Extension of Covenant Relief Period Amendments.

11.1 ***Extension of Covenant Relief Period Amendments.*** Each of the parties hereto expressly agrees, acknowledges and confirms that, notwithstanding the lead in to Section 10.3.1 of the Credit Agreement (or any other provision of the Credit Agreement), each of the covenants and agreements contained in Section 10.3.1 of the Credit Agreement shall continue to apply, and be applicable to the Borrowers and the other Loan Parties, after expiry of the Covenant Relief Period and until written notice of their non-application is provided by the Agent to the Canadian Borrower.

12. Fees

12.1 ***Amendment Fees.*** The Canadian Borrower agrees to pay to the Agent, for each Lender, an amendment fee of Cdn.$10,000.

13. Representations and Warranties

The Canadian Borrower and the U.S. Borrower each hereby represents and warrants to the Agent and to each Lender, and each such Borrower acknowledges and confirms that the Agent and each Lender are relying upon such representations and warranties, as follows:

(a) Capacity, Power and Authority

(i) It is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all the requisite corporate capacity, power and authority to carry on its business as presently conducted and to own its property; and

(ii) It has the requisite corporate capacity, power and authority to execute and deliver this Agreement.

(b) Authorization; Enforceability

It has taken or caused to be taken all necessary action to authorize, and has duly executed and delivered, this Agreement, and this Agreement is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, winding up, insolvency, moratorium or other laws of general application affecting the enforcement of creditors' rights generally and to the equitable and statutory powers of the courts having jurisdiction with respect thereto.

(c) Compliance With Other Instruments

The execution, delivery and performance by each such Borrower of this Agreement and the consummation of the transactions contemplated herein do not conflict with, result in any breach or violation of, or constitute a default under the terms, conditions or provisions of the charter or constating documents or by-laws of, or any unanimous shareholder agreement relating to, each such Borrower or of any law, regulation, judgment, decree or order binding on or applicable to each such Borrower or to which its property is subject or of any material agreement, lease, licence, permit or other instrument to which each such Borrower is a party or is otherwise bound or by which each such Borrower benefits or to which its property, assets and undertaking is subject and do not require the consent or approval of any Governmental Authority or any other party of which the failure to have received or obtained would have or would reasonably be expected to have a Material Adverse Effect.

(d) No Default

No Default or Event of Default has occurred or is continuing.

(e) Credit Agreement Representations and Warranties

Each of the representations and warranties of the Canadian Borrower and the U.S. Borrower set forth in Article 9 of the Credit Agreement is true and accurate in all respects as of the date hereof.

The representations and warranties set out herein shall survive the execution and delivery of this Agreement and the making of each Drawdown under the Credit Agreement, notwithstanding any investigations or examinations which may be made by or on behalf of the Agent, the Lenders or Lenders' Counsel. Such representations and warranties shall survive until the Credit Agreement has been terminated.

14. Conditions Precedent

The amendments and supplements to the Credit Agreement contained in Section 2, and the other provisions hereof, shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

(a) the Borrowers shall have paid to the Agent, for the benefit of the Lenders, the fees required to be paid pursuant to Section 12 hereof and any other fees agreed to by any Borrower and any of the Lenders, the Agent or the Lead Arranger in connection herewith;

(b) (i) no Default or Event of Default shall have occurred and be continuing or would occur immediately after giving effect hereto, (ii) the representations and warranties set forth in Section 9.1 of the Credit Agreement shall be true and accurate in all respects other than any such representation and warranty which expressly speaks as of an earlier date, (iii) no consents, approvals or authorizations are required in connection with the amendments effected pursuant hereto (except as have been unconditionally obtained and are in full force and effect, unamended) and (iv) no event shall have occurred since October 31, 2024 that would reasonably be expected to have a Material Adverse Effect and, in each case, the Canadian Borrower shall have delivered to the Agent an Officer's Certificate certifying the same to the Agent;

(c) each Loan Party that has provided a guarantee and/or Security (other than the Borrowers) shall have executed and delivered the Acknowledgment attached hereto;

(d) the Lenders' Financial Advisor Engagement Letter shall have been executed and delivered by all parties thereto; and

(e) all reasonable fees and out-of-pocket costs and expenses of Lenders' Counsel and all other legal counsel to the Agent in each applicable jurisdiction including, for certainty but without limitation, Dentons Canada LLP and McMillan LLP (on a solicitor-client full indemnity basis) shall have been paid, or arrangements acceptable to such legal counsel have been made with respect thereto.

The foregoing conditions precedent are inserted for the sole benefit of the Lenders and the Agent and may be waived in writing by the Lenders, in whole or in part (with or without terms and conditions).

15. Confirmation of Credit Agreement and other Documents

The Credit Agreement and the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and the Credit Agreement, as amended and supplemented by this Agreement, and each of the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) is hereby ratified and confirmed and shall, from and after the date hereof, continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the satisfaction of the conditions precedent set forth in Section 14 hereof).

16. Release

In consideration of the agreements and consents of the Agent and the Lenders and the other provisions under this Agreement and for other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), each of the Borrowers, on behalf of itself, its Subsidiaries and Affiliates and all of their respective officers, directors, employees, agents, successors and assigns and anyone claiming through or under them (collectively, the "**Releasors**"), do hereby release, remise and forever discharge the Agent and the Lenders (including their respective Affiliates, associates, holding bodies corporate and subsidiaries and all officers, directors, employees, agents, successors and assigns and anyone claiming through or under it) of and from any and all claims and demands of every nature and kind at law or in equity or under any statute, actions, causes of action, suits, debts, dues, sums of money, damages, losses, indemnities and costs, which the Releasors or any one or more of them now have or ever had, can, shall or may have in respect of or in any way arising out of or related to the dealings or transactions in respect of the Credit Agreement, the Security, any other Document, this Agreement and any dealings with any of the Releasors relating to the Obligations, Bank Product Obligations, Lender Financial Instrument Obligations and the Security, prior to the date hereof except for any obligations arising out of or related to this Agreement (collectively, the "Released Claims"), provided that such Released Claims shall not include any claims and demands to the extent they are determined by a court of competent jurisdiction by final and non-appealable judgement to have resulted from the gross negligence or wilful misconduct of the Agent or the Lenders. The releases granted under this Section shall survive the termination of this Agreement.

17. Further Assurances

The Borrowers, the Lenders and the Agent shall promptly cure any default by them in the execution and delivery of this Agreement, the other Documents or any of the agreements provided for hereunder to which it is a party. The Borrowers, at their own expense, shall promptly execute and deliver to the Agent, upon request by the Agent, all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other

documents reasonably necessary for the Borrowers' compliance with, or accomplishment of the covenants and agreements of the Borrowers hereunder or more fully to state the obligations of the Borrowers as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith. The Agent and the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent and the Lenders to give effect to the foregoing.

18. Enurement

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns in accordance with the Credit Agreement.

19. Counterparts; Electronic Execution

This Agreement and the other Documents may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or any other Document to produce or account for more than one such counterpart. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Document. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Agreement or any other Document shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), *the Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

MONETTE FARMS LTD.

By: Darrel Monette (Apr 15, 2025 13:43 PDT)

Name: Darrel Monette
Title: President

MONETTE FARMS USA, INC.

By: Darrel Monette (Apr 15, 2025 13:43 PDT)

Name: Darrel Monette
Title: President

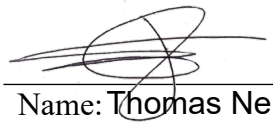
Witness: David Kemp, General Counsel

By: Darrel Monette (Apr 15, 2025 13:43 PDT)

DARREL NOEL MONETTE

LENDERS:

THE BANK OF NOVA SCOTIA

By: 

Name: Thomas Neufeld
Title: Director

By: 

Name: Jason Coulter, Director
Title:

FARM CREDIT CANADA

By: Dale Gafencu

Name: Dale Gafencu
Title: Senior Corporate Credit Manager

By: _____

Name:
Title:

BANK OF MONTREAL

By: Meredith Furlong

Name: Meredith Furlong

Title: Associate Director, National Agriculture& Agribusiness, BMO

By: Charles Wilson

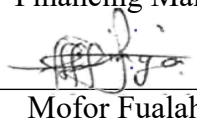
Name: Charles Wilson

Title: Managing Director

EXPORT DEVELOPMENT CANADA

By: 

Name: Papa Mor Diop
Title: Financing Manager

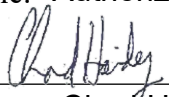
By: 

Name: Mofor Fualah
Title: Financing Manager

CANADIAN IMPERIAL BANK OF COMMERCE

By: 

Name: Greg Rathgeber
Title: Authorized Signatory

By: 

Name: Chad Haidey
Title: Authorized Signatory

ROYAL BANK OF CANADA

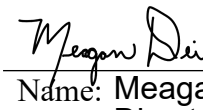
By: _____

Name: Mandy McLeod
Title: Vice President Finance, Corporate Client Group

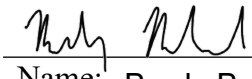
By: _____

Name:
Title:

THE TORONTO-DOMINION BANK

By: 

Name: Meagan Deis
Title: Director

By: 

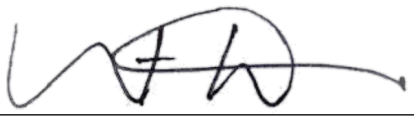
Name: Brady Bouchard
Title: Director, Credit Execution

NATIONAL BANK OF CANADA

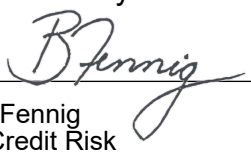
By: _____
Name: Joseph Schooten
Title: AVP, Business Development Agriculture

By: _____
Name: Daryl Yarema
Title: AVP, Agriculture Portfolio Management

CONEXUS CREDIT UNION

By: 

Name: Robert Davis
Title: VP, Treasury

By: 

Name: Brad Fennig
Title: VP, Credit Risk

SWINGLINE LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter, Director
Title:

FRONTING LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter, Director
Title:

AGENT:

THE BANK OF NOVA SCOTIA,
in its capacity as the Agent

By: _____
Name: Sarah Scuglia
Title: Director

By: _____
Name: Venita Ramjattan
Title: Associate

ACKNOWLEDGMENT

For valuable consideration, the receipt of which is hereby acknowledged, each of:

1. DMO Holdings Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by DMO Holdings Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

2. Monette Farm Family Trust, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the limited recourse guarantee hereinafter referred to) to the Beneficiaries (as defined in the limited recourse guarantee hereinafter referred to), pursuant to a limited recourse guarantee made as of December 5, 2018 by Monette Farm Family Trust in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

3. Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

4. NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of February 1, 2019 by NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

5. Monette Farms Ontario Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 16, 2020 by Monette Farms Ontario Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

6. Monette Seeds Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of October 27, 2022 by Monette Seeds Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

7. Monette Land Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Land Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

8. Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

9. Monette Produce Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

10. Monette Farms BC Limited Partnership ("**MFBC LP**"), by its general partner, Monette Farms BC GP Ltd. ("**MFBC GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC LP, by its general partner, MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

11. MFBC GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

12. Monette Farms Land Limited Partnership ("**MFL LP**"), by its general partner, Monette Farms Land GP Ltd. ("**MFL GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL LP, by its general partner, MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

13. MFL GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the

guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

14. Monette Farms Land II Limited Partnership ("**MFL II LP**"), by its general partner, Monette Farms Land II GP Ltd. ("**MFL II GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II LP, by its general partner, MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

15. MFL II GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

16. DMO Holdings USA, Inc., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by DMO Holdings USA, Inc. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

17. Monette Farms Arizona, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Farms Arizona, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

18. Monette Seeds USA, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Seeds USA, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof); and

19. Monette Produce, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof),

hereby acknowledge the amendments and supplements to the Credit Agreement contained in the Fourth Amending Agreement to which this Acknowledgement is attached and forms a part and confirms that its guarantee described above and the other Security to which it is a party is and shall remain in full force and effect in all respects notwithstanding the Fourth Amending Agreement and the amendments and supplements to the Credit Agreement contained therein and shall continue to exist and apply to all of the Obligations (as defined in such guarantee and other Security), including, without limitation, the obligations, indebtedness and liabilities (present and future, absolute or contingent, matured or not) of the Borrowers and the other Loan Parties to the Beneficiaries under, pursuant or relating to the Credit Agreement, as amended and supplemented by the Fourth Amending Agreement. This Acknowledgement is in addition to and shall not limit, derogate from or otherwise affect the provisions of such guarantee and other Security.

Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF each of the undersigned have executed this Acknowledgment as of the date of the Fourth Amending Agreement.

[The remainder of this page has been intentionally left blank]

DMO HOLDINGS LTD.

By: _____
Name: Darrel Monette
Title: President

NEXGEN SEEDS LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE FARM FAMILY TRUST

By: _____
Name: Darrel Monette
Title: President

GOAT'S PEAK WINERY LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE FARMS ONTARIO CORP.

By: _____
Name: Darrel Monette
Title: President

MONETTE SEEDS LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE LAND CORP.

By: _____
Name: Darrel Monette
Title: President

MONETTE FARMS BC LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE PRODUCE LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE FARMS BC LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS BC GP LTD.

By: _____
Name: Darrel Monette
Title: President

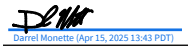
MONETTE FARMS BC GP LTD.

By: _____
Name: Darrel Monette
Title: President

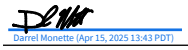
MONETTE FARMS LAND LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND GP LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE FARMS LAND GP LTD.

By: 
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND II GP LTD.

By: 
Name: Darrel Monette
Title: President

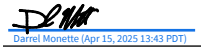
MONETTE FARMS LAND II GP LTD.

By: 
Name: Darrel Monette
Title: President

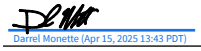
DMO HOLDINGS USA, INC.

By: 
Name: Darrel Monette
Title: President

MONETTE FARMS ARIZONA, LLC

By: 
Name: Darrel Monette
Title: President

MONETTE SEEDS USA, LLC

By: 
Name: Darrel Monette
Title: President

MONETTE PRODUCE, LLC

By: 
Name: Darrel Monette
Title: President

SCHEDULE A

CONTRACT FOR PURCHASE AND SALE

REALTOR®

CONTRACT OF PURCHASE AND SALE - 104

Developed & Provided by your Saskatchewan REALTORS® Association

This contract is to be used only for properties of commercial nature, including farms, hotels, businesses, etc.

Buyer's Brokerage: Homelife Prairies Realty Inc.
Brokerage Address: 176 Fairway Road, Emerald Park, SK, S4L1C8
Salesperson: Robert Young, Phone number: (306) 529-8609

I/WE: Dugdale Farms Ltd, Box70 Langdon, Alberta, T0X 0j0, 1404 901 9616
(Names of Buyers: herein called Buyer) (Address) (Postal Code) (Phone)

(Names of Buyers: herein called Buyer) (Address) (Postal Code) (Phone)

HEREBY OFFER TO PURCHASE from

Monette Farms Ltd, Box1298 Swift Current, SK, S9H 2Y9, 1306 741 9291
(Names of Sellers: herein called Seller) (Address) (Postal Code) (Phone)

(Names of Sellers: herein called Seller) (Address) (Postal Code) (Phone)

Seller's Brokerage: Homelife Prairies Realty Inc.
Brokerage Address: 176 Fairway Road, Emerald Park, SK, S4L1C8
Salesperson: Robert Young, Phone number: (306) 529-8609

the following described property: See schedule B for all Legal Land Descriptions
(Legal land description or description of business)

having the following Address: Monette Farms Ltd City or R.M. Bratts Lake 129

1. Subject to the reservations and exceptions appearing in the existing Certificate of Title and free and clear of all encumbrances except such encumbrances as are hereafter expressly agreed to be assumed by the Buyer, for the SUM (Sale Price) of:
Forty One Million One Hundred and Eighty Thousand Dollars ($41,180,000.00) dollars

Sale Price to be paid as follows:

(a) $ 500,000.00 Deposit to be made to the Buyer's Brokerage unless otherwise indicated

(b) Deposit instructions Within 3 business days of acceptance of this offer

(c) $ _____ Financing (if applicable) _____

(d) $ 40,680,000.00 (approx.) balance of cash, to be paid subject to the adjustments herein provided, to the Seller's Solicitor or Brokerage of the Seller, or to the Buyer's Solicitor as the case may be, 5 days before the Possession Date.

(e) Buyer acknowledges that taxes, tax credits, payments and mortgage interest rate may be subject to revision.

2. This contract is made conditional upon the following:

(a) Financing to be arranged on terms and rate satisfactory to the Buyer on or before mm _____ dd _____ yyyy _____.

(b)

Cash Deal

DM
Darrel Monette

DFL
DFL
Buyer(s) Initials

CREA WEBForms®

3. Additional terms ☒ are ☐ are not set out in the following schedule(s): Schedule A & B to this contract.

4. The Sale Price shall include land, buildings, fixtures and attached goods, to be free and clear of all encumbrances other than those being assumed by the Buyer, shall be and remain as is at the date of acceptance of this contract until Possession Date, and includes the following chattels and unattached goods: (if none, state "NONE"). None.

5. Mineral title(s) for mineral commodities ☐ are ☒ are not owned by the Seller and ☐ are ☒ are not included in the Sale Price.

6. The Buyer agrees to pay to the Seller interest at the Bank of Canada Overnight Rate Target at the Possession Date plus 4% per annum, on any portion of the Sale Price, less mortgages or other encumbrances assumed, not received by the Seller, his/her solicitor or his/her Brokerage as at the Possession Date, the interest to be calculated from the Possession Date, until monies are received by the Seller or his/her solicitor. The Seller shall have a lien and charge against the property for the unpaid portion of the Sale Price (with interest as aforementioned).

7. THE SELLER SHALL PAY ALL COSTS OF DISCHARGING ANY EXISTING MORTGAGE OR OTHER ENCUMBRANCES AGAINST THE PROPERTY, NOT ASSUMED BY THE BUYER.

8. This transaction of purchase and sale shall be closed on or before twelve noon mm 04 dd 22 yyyy 2025 (herein referred to as the "Possession Date") on which date the Buyer shall have POSSESSION, vacant or subject to the following tenancy, namely: (if none, state "NONE") None

9. ADJUSTMENTS re: taxes, rents, insurance, utilities, expenses and other income and outgoing, to be made as at Possession Date, or as follows: 2025 Taxes to be paid by the Buyers

10. The Buyer represents and warrants to the Seller that it ☒ is ☐ is not a registrant, registration #_____ for the purpose of GST under the *Excise Tax Act* (Canada). The Buyer shall be liable for and shall indemnify and hold the Seller harmless from any liability relating to the GST which may be payable in respect to this transaction. The Buyer agrees to self-assess, remit the GST directly to the Receiver General and comply in a timely manner with all filing and payment obligations referred to in Section 228(4) of the *Excise Tax Act* (Canada).

11. The Seller shall maintain fire insurance coverage on the property until the Possession Date and, if on such date remains an unpaid Seller, may continue to insure the property. The Buyer shall insure the property on and after possession.

12.1 If this offer is not accepted, the entire deposit and any other monies paid, without interest, shall be returned to the Buyer.

12.2 If this offer is accepted and the conditions in paragraph 2 above have not been satisfied or waived in writing by the date set forth in paragraph 2 above, the entire deposit and any other monies paid by the Buyer shall be forthwith returned to the Buyer.

12.3 If this offer is accepted and all conditions have been removed in writing by the date set forth in paragraph 2 above and the Buyer fails to execute any required conveyance or formal documents when prepared or fails to pay any required cash payment or comply with any of the terms in this contract, this contract shall be void at the Seller's option. Where the defaulting party is the Buyer, the deposit and any other monies shall be forthwith delivered to the Seller's brokerage as forfeiture to the seller.

12.4 The Buyer and Seller agree that the provisions of this section are an agreement to disburse the trust funds pursuant to Section 16(a) of The Real Estate Regulations.

12.5 The disbursement of the deposit and other monies as agreed to above is not a prohibition from the Buyer or the Seller seeking a civil remedy for a breach of this contract.

13. The Seller and Buyer agree to prepare and execute promptly any documents required to complete this transaction. The Seller shall pay for the preparation of the Transfer of Title and the Buyer shall pay for the registration of the Transfer of Title under *The Land Titles Act*. The costs related to any mortgage or other financing of the Sale Price, other than an Agreement for Sale, shall be paid by the Buyer. Costs of any Agreement for Sale shall be borne equally by the Buyer and Seller.

14. This offer is open to acceptance by the Seller up to 10 p.m., mm 04 dd 09 yyyy 2025.

15. IT IS UNDERSTOOD AND AGREED that there are no other representations, warranties, guarantees, promises or agreements other than those contained in this contract, and I hereby agree to purchase the above-described property as it stands at the price and terms and subject to the conditions above set forth. TIME SHALL BE OF THE ESSENCE OF THIS OFFER/CONTRACT.

16. Upon acceptance of this offer within the time prescribed in paragraph 14, this contract shall constitute a binding contract of purchase and sale and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

17. By signing this offer the Buyer acknowledges having received and read the document published by the Saskatchewan REALTORS® Association entitled, "Agency Disclosure." The Buyer acknowledges having read and understood this document, that it accurately describes the agreement with the Buyer's Brokerage, and that a copy of it has been received by the Buyer this date.

DN
Darrel Monette

DFL
DFL
Buyer(s) Initials

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HLPR 2

SIGNED by the Buyer at _____ , mm 04 dd 08 yyyy2025 .

SIGNED, SEALED AND DELIVERED in the presence of

IN WITNESS WHEREOF I have hereunto set my hand

Witness

Dugdale Farms Ltd

Buyer Dugdale Farms Ltd

Witness

Buyer

ACCEPTANCE AND DIRECTION TO PAY COMMISSION AND TAXES

I/WE HEREBY ACCEPT the above Offer together with all conditions contained therein and covenant to carry out the sale on the terms and conditions above mentioned. I do further acknowledge my obligation to pay commissions and all applicable federal and provincial taxes to the Seller's Brokerage pursuant to the listing agreement with respect to the property. I/WE FURTHER HEREBY IRREVOCABLY AND UNCONDITIONALLY DIRECT AND AUTHORIZE MY/OUR SOLICITOR, as indicated by me/us below, or any other Solicitor acting on my/our behalf in this sale, to pay the aforesaid taxes and commission, less the deposit hereby accepted, from the proceeds of the sale when releasable and this shall be and constitute my/our full and sufficient authority for so doing.
I/WE HEREBY CERTIFY that I/we are residents of Canada as defined under the provisions of Section 116 of *The Income Tax Act* and that I/we will provide satisfactory evidence of such residency.

SIGNED by the Seller at _____ , mm 04 dd 09 yyyy2025 .

SIGNED, SEALED AND DELIVERED in the presence of

IN WITNESS WHEREOF I have hereunto set my hand

Witness

Monette Farms Ltd (Apr 9, 2025 18:02 MDT)

Seller Monette Farms Ltd

Witness

Seller

Buyer's Solicitor Dezarae S Senft

Seller's Solicitor

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CREA WEBForms

HomeLife Prairies Realty Inc
176 Fairway Road
Emerald Park SK S4L-1C8

HOMELIFE
HIGHER STANDARDS

Receipt

April 09, 2025

RECEIVED FROM: Alan Dugdale Dugdale Farms Ltd

TRUST DEPOSIT ON: Monette Farm Land

FUNDS RECEIVED: $500,000.00

DEPOSIT RECEIVED IN: CAD

FILE #: 28549

DATE RECEIVED: 04/09/2025

PAYMENT TYPE: Cheque

RECEIVED BY: _____

Schedule B forming a binding part of the Offer to Purchase between: -

Alan/Dugdale Farms Ltd asOwner.

And

Monette Farms Ltd as the Operator.

The land locations below and all buildings and grain storage owned by the sellers, located on these land Locations are included in the sale price,

Municipality	Land Locations	Title Acres	Farm Waste	SAMA Cult	Soil	2024 assessment	OLD Ass	Title_Number	Parcel_Number	Map No	
RM OF BRATT'S LAKE NO. 129	SW-22-13-20-W2	159.55	-	159	B	$339,550	8570	148071539	107613727	1	
RM OF BRATT'S LAKE NO. 129	NE-26-13-20-W2	155.77	-	156	B	$328,040	8180	152745936	107609788	2	
RM OF BRATT'S LAKE NO. 129	NW-26-13-20-W2	159.73	-	160	B	$339,260	8260	151576498	107613772	3	
RM OF BRATT'S LAKE NO. 129	SE-26-13-20-W2	155.90	-	156	B	$313,650	7720	152745914	107609766	4	
RM OF BRATT'S LAKE NO. 129	SW-26-13-20-W2	144.84	-	145	B	$306,200	7650	151576476	111506970	5	
RM OF BRATT'S LAKE NO. 129	NE-27-13-20-W2	159.50	-	160	B	$336,850	8070	148071494	107609812	6	
RM OF BRATT'S LAKE NO. 129	NSE-27-13-20-W2	39.89	-	40	B	$169,770	4240	148071517	136181202	7	
RM OF BRATT'S LAKE NO. 129	SW-27-13-20-W2	159.63	-	160	B	$338,990	8420	148071506	107609801	8	
RM OF BRATT'S LAKE NO. 129	SSE-27-13-20-W2	39.89	-	40	B			148071528	136181213	7	
RM OF BRATT'S LAKE NO. 129	SE-34-13-20-W2	159.36	-	159	B	$337,390	8260	148071472	107609991	9	
RM OF BRATT'S LAKE NO. 129	NE-6-14-20-W2	159.35	-	159	B	$332,000	8110	148071449	108070253	10	
RM OF BRATT'S LAKE NO. 129	SE-6-14-20-W2	144.89	-	145	B	$304,510	8570	148071438	144870093	11	
RM OF BRATT'S LAKE NO. 129	SW-6-14-20-W2	159.46	-	159	B	$318,540	8070	148071450	108064065	12	
RM OF BRATT'S LAKE NO. 129	NE-9-14-20-W2	39.99	-	40	B	$172,470	4150	148071360	144870318	13	
RM OF BRATT'S LAKE NO. 129	NE-9-14-20-W2	39.98	-	40	B			148071359	144870329	13	
RM OF BRATT'S LAKE NO. 129	NW-9-14-20-W2	39.87	-	40	B	$172,470	4150	148071405	144870363	14	
RM OF BRATT'S LAKE NO. 129	NW-9-14-20-W2	39.92	-	40	B			148071393	144870385	14	
RM OF BRATT'S LAKE NO. 129	NW-9-14-20-W2	39.88	-	40	B	$172,470	3660	148071382	144870374	15	
RM OF BRATT'S LAKE NO. 129	NW-9-14-20-W2	39.93	-	40	B			148071371	144870396	15	
RM OF BRATT'S LAKE NO. 129	SE-10-14-20-W2	159.37	-	159	B	$332,000	8260	148071427	108064177	17	
RM OF BRATT'S LAKE NO. 129	NE-11-14-20-W2	38.13	-	38	B	$333,080	2015	149365121	144870442	18	
RM OF BRATT'S LAKE NO. 129	NE-11-14-20-W2	38.24	-	38	F			149365176	144870464	18	
RM OF BRATT'S LAKE NO. 129	NE-11-14-20-W2	40.19	-	40	B			149365154	144870509	18	
RM OF BRATT'S LAKE NO. 129	NE-11-14-20-W2	40.11	-	40	B			149365132	144870486	18	
RM OF BRATT'S LAKE NO. 129	SE-11-14-20-W2	155.99	1.00	155	B	$320,690	7720	149365198	108070309	20	
RM OF BRATT'S LAKE NO. 129	SW-11-14-20-W2	159.46	1.00	158	B	$330,060	8260	149365200	108064201	21	
RM OF BRATT'S LAKE NO. 129	NE-17-14-20-W2	159.27	-	159	B	$340,080	8350	148071337	108067653	22	
RM OF BRATT'S LAKE NO. 129	NW-17-14-20-W2	159.34	-	159	B	$334,900	8350	148071315	108064380	23	
RM OF BRATT'S LAKE NO. 129	SE-17-14-20-W2	159.18	-	159	B	$336,170	8270	148071348	108068979	24	
RM OF BRATT'S LAKE NO. 129	SW-17-14-20-W2	149.77	-	150	B	$318,520	8210	148071326	144870723	25	
RM OF BRATT'S LAKE NO. 129	NE-19-14-20-W2	157.80	-	158	B	$340,620	8200	148071270	108064447	26	
RM OF BRATT'S LAKE NO. 129	SE-19-14-20-W2	158.87	-	159	B	$335,340	8250	148071281	108064425	27	
RM OF BRATT'S LAKE NO. 129	NE-3-15-20-W2	160.51	-	160	B	$329,570	7790	148070921	108142387	45	
RM OF BRATT'S LAKE NO. 129	NW-3-15-20-W2	160.47	-	160	B	$321,120	7490	148070897	108142376	46	Yard Included
RM OF BRATT'S LAKE NO. 129	SE-3-15-20-W2	163.81	-	164	B	$317,320	6770	148070909	108147685	47	
RM OF BRATT'S LAKE NO. 129	SW-3-15-20-W2	163.75	-	164	B	$348,170	8420	148070910	108142365	48	
RM OF BRATT'S LAKE NO. 129	NE-4-15-20-W2	160.28	-	160	B	$396,190	7990	148070875	108147708	49	House Included

Monette Farms Ltd (Apr 9, 2025 18:02 MDT)

Dugdale Farms Ltd

Dugdale Farms Ltd (Apr 8, 2025 17:59 MDT)

696000

RM OF BRATT'S LAKE NO. 129	NW-4-15-20-W2	160.35	-	160	B	$328,220	7990	148070819	108142400	50
RM OF BRATT'S LAKE NO. 129	SE-4-15-20-W2	163.70	-	164	B	$315,720	8140	148070763	108147696	51
RM OF BRATT'S LAKE NO. 129	SW-4-15-20-W2	163.79	-	164	B	$324,200	7660	148071551	108142398	52
RM OF BRATT'S LAKE NO. 129	SW-9-15-20-W2	160.12	2.00	158	B	$321,760	7970	148171002	108142534	53
RM OF BRATT'S LAKE NO. 129	NE-12-14-21-W2	160.14	-	160	B	$334,150	8390	148071225	108078420	62
RM OF BRATT'S LAKE NO. 129	NW-12-14-21-W2	160.14	-	160	B	$326,030	8390	148071269	108078419	63
RM OF BRATT'S LAKE NO. 129	SE-12-14-21-W2	160.03	1.00	159	B	$325,820	8150	148071258	108078396	64
RM OF BRATT'S LAKE NO. 129	SW-12-14-21-W2	160.03	-	160	B	$328,970	8300	148071214	108078408	65
RM OF BRATT'S LAKE NO. 129	NE-13-14-21-W2	160.16	-	160	B	$327,940	8300	148071146	108078464	66
RM OF BRATT'S LAKE NO. 129	NW-13-14-21-W2	159.97	-	160	B	$336,670	8170	148071168	108078453	67
RM OF BRATT'S LAKE NO. 129	SE-13-14-21-W2	148.03	-	148	B	$306,730	8170	154107963	203854822	68
RM OF BRATT'S LAKE NO. 129	SW-13-14-21-W2	160.11	-	160	B	$339,550	8300	148071180	108078442	69
RM OF BRATT'S LAKE NO. 129	SE-16-14-21-W2	159.56	-	160	B	$306,380	7650	148071135	108078554	70
RM OF BRATT'S LAKE NO. 129	SW-16-14-21-W2	160.24	-	160	B	$338,460	8390	148071113	108078565	71
RM OF BRATT'S LAKE NO. 129	NE-30-15-21-W2	160.63	13.00	147	B	$294,400	6930	148070550	108127458	74
RM OF BRATT'S LAKE NO. 129	NE-5-13-20-W2	160.14	-	160	B	$342,230	8210	148071540	107609069	Sth High
		6,979.01		6958		$14,507,220	349535			

Signed for Buyers: - Dugdale Farms Ltd — Witness: - _____ 8th April 2025

Signed for Sellers: - Menette Farms Ltd (Apr 9, 2025 19:02 MDT) — Witness: - _____ April 2025

COUNTER OFFER TO FARM/RANCH CONTRACT OF PURCHASE AND SALE - 212

Developed by your Saskatchewan REALTORS® Association

This Counter Offer is attached to and forms part of the Contract of Purchase and Sale made by:

Dugdale Farms Ltd
(Names of Buyers)

to Monette Farms Ltd
(Names of Sellers)

in respect to the property known as: Monette Farms Ltd Bratts Lake 129 Wilkie Far

and dated mm 04 dd 08 yyyy2025.
(Original Date of Contract of Purchase and Sale)

Document #: HLPR 2

The Seller accepts the attached Offer and all its terms and conditions subject to the following amendments, exceptions and/or additions and covenant to carry out the sale on the terms and conditions mentioned herein:
The quarter section below will be amended to read, 150 acres on title, 150 acres cultivated and the house is not included as it has been subdivided from the Quarter Section.

Municipality	LLD	Acres	Cult	Assessment	Title	Parcel	F No	
BRATT'S LAKE NO. 129	NE-4-15-20-W2	160.28	- 160	$396,190	148070875	108147708	49	House Included

All other parcels remain the same

Unless revoked sooner, this Counter Offer shall be open for acceptance by the Buyer up to 9 p.m. mm 04 dd 09 yyyy2025 after which time if not accepted by the Buyer, this Counter Offer shall be null and void and any deposit paid shall be returned to the Buyer without interest. I do further acknowledge my obligation to pay commissions and all applicable federal and provincial taxes to the Seller's Brokerage pursuant to the listing agreement with respect to the property. I/WE FURTHER HEREBY IRREVOCABLY AND UNCONDITIONALLY DIRECT AND AUTHORIZE MY/OUR SOLICITOR, as indicated by me/us below, or any other solicitor acting on my/our behalf in this sale, to pay the aforesaid taxes and commission, less the deposit hereby accepted, from the proceeds of the sale when releasable and this shall be and constitute my/our full and sufficient authority for so doing and appoints the Seller's brokerage as the Seller's irrevocable agent to demand and receive payment thereof.

SIGNED AND SEALED AT _____, mm 04 dd 09 yyyy2025.

in the presence of:

IN WITNESS WHEREOF I have hereunto set my hand

WITNESS _____

SELLER _____
Monette Farms (Apr 9, 2025 15:01 MDT)
Monette Farms Ltd

WITNESS _____

SELLER _____

The above Counter Offer of the Seller to my Offer dated mm _____ dd _____ yyyy _____ is hereby accepted.
(Original Date of Contract of Purchase and Sale)

SIGNED AND SEALED AT _____, mm 04 dd 09 yyyy2025.

in the presence of:

IN WITNESS WHEREOF I have hereunto set my hand

WITNESS _____

BUYER _____
Dugdale Farms Ltd (Apr 9, 2025 14:12 PDT)
Dugdale Farms Ltd

WITNESS _____

BUYER _____

SELLER SIGNING THIS FORM SHOULD NOT SIGN ACCEPTANCE OF THE ORIGINAL OFFER

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FORM NO. 212 – REVISION DATE 02/2018

CREA WEBForms

REALTOR®

MLS® Number
Document # HLPR 2

SCHEDULE " A " - 101

Developed by your Saskatchewan REALTORS® Association

This is SCHEDULE " A " annexed to and forming part of the Contract of Purchase dated *mm* 04 *dd* 08 *yyyy* 2025 between Dugdale Farms Ltd as Buyer, and Monette Farms Ltd as Seller.

Terms of the Sale: -
The Offer Price includes any buildings, houses, grain storage and associated fans and cables for the grain storage, that is located in the Legal Land Descriptions being purchased in this agreement. Which are owned by the Seller.

Seller to supply copy of last 2 years cropping history and soil test results. Prior to possession date.

Dugdale Farms Ltd
Dugdale Farms Ltd (Apr 8, 2025 17:58 PDT)

Witness — Buyer's/Tenant's Signature Dugdale Farms Ltd

Witness — Buyer's/Tenant's Signature

Monette Farms Ltd (Apr 9, 2025 18:02 MDT)

Witness — Seller's/Landlord's Signature Monette Farms Ltd

Witness — Seller's/Landlord's Signature

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LIMITED DUAL AGENCY ACKNOWLEDGEMENT FORM - 204

PURCHASE AND SALE TRANSACTIONS

(ACKNOWLEDGEMENT TO BROKERAGE ACTING FOR BOTH BUYER AND SELLER)

Developed by your Saskatchewan REALTORS® Association

TO: Homelife Prairies Realty Inc.
Robert Young
176 Fairway Road Emerald Park SK S4L1C8
(BROKERAGE)

RE: Monette Farms Ltd
Bratts Lake 129 Wilkie Far
(PROPERTY)

FROM: Dugdale Farms Ltd
(BUYER)

AND: Monette Farms Ltd
(SELLER)

The Buyer and Seller acknowledge and agree that:

1. The Brokerage represents the Seller regarding the sale of the Property and has agreed to try to find a Buyer for the Property.
2. The Buyer has requested that the Brokerage assist the Buyer in finding suitable real estate for purchase by the Buyer.
3. The Buyer's interest in the Property results in the Brokerage acting as Agent for both the Buyer and Seller regarding the possible purchase and sale of the Property.
4. The Dual Agency referred to in Paragraph 3 above will result from:
   a) [X] the same salesperson acting for both the Buyer and Seller;
   b) [ ] different salespersons operating out of the same branch office of the Brokerage acting for both the Buyer and Seller;
   c) [ ] different salespersons operating out of different branch offices of the Brokerage acting for both the Buyer and Seller.
5. The Buyer and Seller have both read and understood the Saskatchewan REALTORS® Association document entitled, "Agency Disclosure".
6. The Brokerage may only act as the Agent for both the Buyer and Seller with the acknowledgment of both of them.
7. The Buyer and Seller want the Brokerage to represent both of them to facilitate the purchase and sale of the Property.
8. The Buyer and the Seller have carefully considered both the implications of the Brokerage acting for them in a limited capacity and the alternatives available to them.
9. The Brokerage may disclose to the Buyer and Seller at any time all "comparable" property information available through the Multiple Listing Service® System or otherwise included properties for sale, sold or expired.

NOW THEREFORE, in view of the foregoing the Buyer and the Seller hereby acknowledge that the Brokerage is acting as the agent for both the Buyer and the Seller in the circumstances described in Paragraph 4 above regarding the purchase and sale of the Property and agree that the Brokerage's duties to each of them will be modified by the limitations set out in the document which are repeated below:

a) the Brokerage will not disclose that the Buyer will pay a price or agree to terms other than those contained in the offer or that the Seller will accept a price or terms other than those contained in the Exclusive Seller's Brokerage Contract.
b) the Brokerage will not disclose the motivation of the Buyer to buy or the Seller to sell unless authorized by the appropriate party;
c) the Brokerage shall disclose to the Buyer all material defects about the physical condition of the Property known to the Brokerage;
d) the Brokerage will not represent the interest of either the Buyer or the Seller to the advantage of one over the other;
e) the Brokerage will not disclose personal or financial information of either the Buyer or the Seller unless authorized by the appropriate party.

Signed by the Buyer at _____ p.m., mm 04 dd 08 yyyy 2025.

WITNESS

Dugdale Farms Ltd
Dugdale Farms Ltd (Apr 9, 2025 17:56 MDT)
Dugdale Farms Ltd BUYER

WITNESS

BUYER

Signed by the Seller at _____ p.m., mm 04 dd 09 yyyy 2025.

WITNESS

Monette Farms Ltd (Apr 9, 2025 18:02 MDT)
Monette Farms Ltd SELLER

WITNESS

SELLER

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Homelife Prairies Realty Inc.
Farms, Commercial and Residential Real Estate
176 Fairway Road Emerald Park SK. S4L 1C8 Web www.saskatcheawan-farms.com
Ph 1306 529 8609 Fax 1306 586 0477 E Mail saskfarms@sasktel.net

"Your European Connection in Saskatchewan"

Commission Agreement

(for use when there is no listing agreement in the commercial/agricultural transactions)

This Agreement is between

The Seller(you)

Name: - Monette Farms Ltd.
Box 1298
Swift Current SK

Postal Code S9H 3X4

Phone

E Mail darrel@monettefarms.ca

The Buyers Brokerage (the "brokerage")

Brokerage: - Homelife Prairies Realty Inc.
Address :- 176 Fairway Road, Emerald Park,
Saskatchewan. S4L 1C8.

Tel 1306 586 0099 Fax 1306 586 0477
Tel. 1306 529 8609 (Cell)

Broker Associate:- Robert Young.

Member of :- SRA

1) Agency Disclosure:-
You acknowledge that: - Robert Young of Homelife Prairies Realty Inc., is acting on behalf of the buyers in this transaction and owes you no fiduciary duties.

2) The Property:-

Municipal Address/RM Bratts Lake 129

Legal Description. Includes all Land Locations listed in the attached Schedule B, and includes any houses, buildings and grain storage located on these properties owned by the Seller.

See Schedule B for all land Locations.

Sale Price as per Contract of Purchase and Sale.

It is agreed that you as the Seller have legal authority to sell the property and that all information provided to the Brokerage is correct and accurate to the best of your knowledge.

Monette Farms Ltd (Apr 9, 2025 18:01 MDT)

3) Commission:-

In consideration of the brokerage being the effective cause of the sale, you agree that if there is no written Listing Agreement Contract, this shall be regarded as a Commission Agreement between you and the Brokerage. You hereby agree to pay a commission to the Brokerage in consideration of its services, according to the Real Estate Act (Saskatchewan) upon completion of this transaction, to be calculated as follows :-

0.75% (Zero-point seven five percent) plus the applicable GST/PST on the sale price of the property.

This earned commission shall constitute a charge on this property and gives: - Homelife Prairies Realty Inc. (The Brokerage) the right to file a caveat as security for payment of the commission.

You Authorize the Brokerage to deduct this commission payable from the deposits.

In the event you fail to complete the accepted transaction, the commission shall be payable as if the transaction had been completed and shall be due on the Completion Day as defined in the Real Estate Purchase Contract.

You grant permission for the Brokerage to Advertise the said property.

Dated at this 8th April 2025

Dually Signed By authorized person for Sellers

Seller Monette Farms Ltd (Apr 9, 2025 18:01 MDT) Witness
For Monette Farms

Dually Signed by Authorized Agent for Brokerage.

Brokers Signature

HomeLife Prairies Realty Inc.
Farms, Commercial and Residential Real Es
176 Fairway Road, Emerald Park, Saskatchewan. S4L 1C8.
Ph 1306 529 8609 Fax 1306 586 0477
E Mail saskfarms@sasktel.net Web www.saskatcheawan-farms.com
"Your European Connection in Saskatchewan

GST No 821789351

Buyers Brokerage Deposit More Than Commission

HomeLife Represents Seller & Buyer.

Our Reference No: 28549

Property Address: Monette Farms Ltd Regina Land

Sale Price: $ 41,180,000.00

Commission Calculation

Commission: 0.375%	**$ 154,425.00**
GST: 5%	**$ 7,721.25**
PST: 6%	**$ 9,265.50**
Total Gross Commission:	**$ 171,411.75**

Disbursement Calculation & Instruction

Payable to Listing & Buyers Brokerage

Total Commission + GST + PST:	**$ 171,411.75**
Less Deposit held by Listing/Buyers Brokerage:	**$ 500,000.00**
Payable to Lakefield LLP in Trust	**$ 328,588.25**

Please protect the Listing/Buyers Brokerage for Commissions. Upon legal request we will forward a cheque in the amount of:- $ 328,588.25

As per an agreement with Darrel Monette the 0.75% commission is split into 2 payments.

1) This one at closing
2) 2nd Payment which I will attach an Invoice for Payable 30th Sept 2025.

Prairies Realty Inc.

Farms, Commercial and Residential Real Estate.
176 Fairway Road, Emerald Park, Saskatchewan. S4L 1C8.
Ph 1306 529 8609 Fax 1306 586 0477

E Mail saskfarms@sasktel.net Web www.saskatcheawan-farms.com
"Your European Connection in Saskatchewan"

Monette Farms Ltd
Box 1298
Swift Current
SK S9H 2Y9

Date 9th April 2025

Invoice 2025-6

As per Agreement with Darrel Monette, to split the 0.75% Commission into 2 payments.

1) **At Closing**
2) **This Invoice Due Payment 30th September 2025.**
3) **Our Reference No: 28549**
4) **Property Address: Monette Farms Ltd Regina Land**
5) **Sale Price: $ 41,180,000.00**
6) **Commission Calculation**

Commission: 0.375%	**$ 154,425.00**
GST: 5%	**$ 7,721.25**
PST: 6%	**$ 9,265.50**
Total Gross Commission:	**$ 171,411.75**

Please kindly forward a cheque to Homelife Prairies Realty Inc. by 30th September 2025.

FIFTH AMENDING AGREEMENT

THIS AGREEMENT is made as of May 2, 2025

BETWEEN:

MONETTE FARMS LTD., a corporation existing under the laws of the Province of Saskatchewan (hereinafter sometimes referred to as the "**Canadian Borrower**"),

– and –

MONETTE FARMS USA, INC., a corporation existing under the laws of the State of Montana (hereinafter sometimes referred to as the "**U.S. Borrower**"),

– and –

DARREL NOEL MONETTE, an individual domiciled in the Province of Saskatchewan and with his primary residence in the Province of Saskatchewan (hereinafter sometimes referred to as the "**Individual Borrower**"),

– and –

THE BANK OF NOVA SCOTIA, FARM CREDIT CANADA, BANK OF MONTREAL, EXPORT DEVELOPMENT CANADA, CANADIAN IMPERIAL BANK OF COMMERCE, ROYAL BANK OF CANADA, THE TORONTO-DOMINION BANK, NATIONAL BANK OF CANADA, CONEXUS CREDIT UNION and such other persons as become parties to the Credit Agreement as lenders (hereinafter referred to collectively as the "**Lenders**" and individually as a "**Lender**"),

– and –

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as agent of the Lenders (hereinafter referred to as the "**Agent**"),

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Swingline Lender,

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Fronting Lender,

WHEREAS the parties hereto have entered into the Credit Agreement;

AND WHEREAS the Agent, on behalf of the Lenders, executed and delivered in favor of the Borrowers a waiver and covenant agreement dated October 31, 2024 which was accepted, acknowledged and agreed to by the Borrowers (the "**Original Waiver**");

AND WHEREAS, in connection with, and as provided for in, the Original Waiver, the parties hereto amended and supplemented certain provisions of the Credit Agreement as set forth in the first amending agreement made as of November 22, 2024 (the "**First Amending Agreement**") between the Borrowers, the Lenders and the Agent to give effect to the Covenant Relief Amendment under and as defined in the Original Waiver;

AND WHEREAS the parties hereto further amended and supplemented certain provisions of the Credit Agreement to, *inter alias*, extend the Covenant Relief Period (as defined in the Credit Agreement) as set forth in the second amending agreement made as of January 31, 2025 (the "**Second Amending Agreement**") between the Borrowers, the Lenders and the Agent, the third amending agreement made as of February 21, 2025 (the "**Third Amending Agreement**") between the Borrowers, the Lenders and the Agent and the fourth amending agreement made as of April 15, 2025 (the "**Fourth Amending Agreement**") between the Borrowers, the Lenders and the Agent;

AND WHEREAS the parties hereto have agreed to further amend and supplement certain provisions of the Credit Agreement to, *inter alia*, further extend the Covenant Relief Period as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. Interpretation

1.1 In this Agreement and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"Agreement" means this fifth amending agreement, as amended, modified, supplemented or restated from time to time; and

"Credit Agreement" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15 2024 between the Borrowers, as borrowers, the Lenders, as lenders, and the Agent, as agent, as amended and supplemented to the date hereof including pursuant to an accordion exercise agreement made as of May 13, 2024, the Original Waiver, the First Amending Agreement. the Second Amending Agreement, the second waiver and covenant agreement dated March 19, 2025 from the Agent, on behalf of the Majority of the Lenders, which was accepted, acknowledged and agreed to by the

Borrowers (the "**Second Waiver**"), the Third Amending Agreement and the Fourth Amending Agreement.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2. Amendments and Supplements

2.1 Additional Definition. Section 1.1(1) of the Credit Agreement is hereby amended to add each of the following new definitions in proper alphabetical order:

> ""**Borrower's Financial Advisor**" has the meaning set out in Section 8.3 of the Fourth Amending Agreement.
>
> "**Cash Collateral**" has the meaning set out in Section 7.3 of the Fourth Amending Agreement.
>
> "**Fourth Amending Agreement**" means the fourth amending agreement hereto made as of April 15, 2025 between the Borrowers, the Lenders and the Agent.
>
> "**Intermediate Plan**" has the meaning set out in Section 10.3.1(ii)(C).
>
> "**Lenders' Financial Advisor**" has the meaning set out in Section 8.1 of the Fourth Amending Agreement.
>
> "**Regina Farmland**" means the farmland described in the contract of purchase and sale dated April 8, 2025 between Dugdale Farms Ltd., as buyer, and the Canadian Borrower, as seller, as amended by the counter offer to farm/ranch contract of purchase and sale dated April 9, 2025 and attached to the Fourth Amending Agreement as Schedule A.".

2.2 Amendment to Definition of "Covenant Relief Period". The definition of "Covenant Relief Period" contained in Section 1.1(1) of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

> ""**Covenant Relief Period**" means the period commencing on October 31, 2024 and continuing up to and including June 10, 2025 (the "**Relief Period Expiry**

Date"), which Relief Period Expiry Date may be extended upon the agreement of the Agent and the Lenders, each in their sole discretion.".

2.3 ***Amendment to Borrowing Base re: Exclusion in respect of Regina Farmland.*** The definition of "Borrowing Base" contained in Section 1.1(1) of the Credit Agreement is hereby amended to delete subparagraph (a) thereof in its entirety and to substitute the following therefor:

"(a) 75% of (i) all Eligible Accounts Receivable, (ii) all Eligible Inventory and (iii) the paid costs for seed, chemical and fertilizer in connection with growing crops that are located on land owned or leased by the Canadian Borrower, the U.S. Borrower and the other Loan Parties which have provided Security excluding, for certainty, the Regina Farmland;".

2.4 ***Amendment to Eligible Inventory re: Exclusion in respect of Regina Farmland.*** The definition of "Eligible Inventory" contained in Section 1.1(1) of the Credit Agreement is hereby amended to add the following new subparagraph (a.1) immediately after the existing subparagraph (a):

"(a.1) for certainty, any Inventory located on the Regina Farmland;".

2.5 ***Amendment to Covenant Relief Period Pricing".*** Section 10.3.1 of the Credit Agreement is hereby amended to delete subparagraph (a) thereof in its entirety and to substitute the following therefor:

"(a) notwithstanding any other provision hereof, including, without limitation, the definition of "Applicable Pricing Rate", the percentage rate per annum applicable to Loans and Standby fees shall be as set forth in following table and with respect to the column applicable to the type of Loan in question or such standby fee (and, for certainty, subparagraph (c) of the definition of "Applicable Pricing Rate" shall not be applicable and no increase in the below rates per annum shall be effected pursuant to subparagraph (c) of the definition thereof):

Margin on Canadian Prime Rate Loans and U.S. Base Rate Loans	**Issuance Fees for Letters of Credit and margin on SOFR Loans and CORRA Loans**	**Standby Fee for Credit Facilities**
2.00% per annum	3.25% per annum	0.35% per annum

2.6 ***Amendment to Cash Flow Reporting.*** Section 10.3.1(i) of the Credit Agreement is hereby amended to delete subparagraph (ii) thereof in its entirety and to substitute the following therefor:

"(ii) (A) commencing on April 18, 2025, on or prior to each of the first and third Friday of each calendar month, the rolling 13-week consolidated cash flow forecast and projections for the Loan Parties together with a (1) summary of actual to budget variance report and (2) on or prior to the third Friday in each calendar month only, a schedule detailing the information required pursuant to subparagraphs (a), (b), (c) and (f) of the definition of "Borrowing Base Certificate" as of the last day of the preceding month end;

(B) in addition, on or prior to May 12, 2025, a consolidated cash flow model on a "fully funded basis" prepared by the Canadian Borrower with assistance of the Borrower's Financial Advisor, in form and substance satisfactory to the Agent, the Majority of the Lenders and the Lenders' Financial Advisor, including a schedule detailing the information required pursuant to subparagraphs (a), (b), (c) and (f) of the definition of "Borrowing Base Certificate (the "**Fully Funded Cash Flow Model**"); and

(C) on or before May 26, 2025, a combined and consolidated business plan and fully integrated three-way financial model for the period ending October 31, 2025 (the "**Intermediate Plan**"), including, but not limited to, detailed plans for the sale of assets, steps and milestones to reduce the Outstanding Principal and compliance with the financial covenants set out in Section 10.3 hereof. The Intermediate Plan shall be prepared by the Canadian Borrower with assistance of the Borrower's Financial Advisor and shall be in form and substance satisfactory to the Agent, the Majority of the Lenders and the Lenders' Financial Advisor.".

2.7 ***Restriction on Regina Farmland.*** Section 10.3.1 of the Credit Agreement is hereby amended to add the following new subparagraph (h.2) immediately after the existing subparagraph (h.1):

"(h.2) notwithstanding any other provision hereof, the Borrowers shall not store, and shall not permit any other Loan Party to store, any harvested crops, machinery or equipment on the Regina Farmland;".

2.8 ***Revision to Minimum Liquidity Covenant.*** Section 10.3 of the Credit Agreement is hereby amended to delete the existing subparagraph (c) thereof in its entirety and to substitute the following therefor:

"(c) Minimum Liquidity

It shall maintain at all times cash and Cash Equivalents and available Swingline Loans (for certainty, excluding the proceeds of the disposition of the Regina Farmland held by the Agent as Cash Collateral) in a minimum amount of Cdn.$1,500,000 (or the Equivalent Amount thereof in United States Dollars).".

3. Confirmations

3.1 ***Confirmation of Event of Default.*** Each of the parties hereto including, for certainty, the Borrowers, hereby expressly agrees, acknowledges, confirms and accepts that, if the Relief Period Expiry Date is not further extended on or before the Relief Period Expiry Date upon the agreement of the Agent and the Lenders, each in their sole discretion, an immediate Event of Default shall result and, in such circumstance, the Agent and the Lenders shall retain all rights and remedies provided for in the Credit Agreement and each of the other Documents in connection with an Event of Default.

3.2 ***Confirmation re: Interest Provisions.*** Each of the parties hereto including, for certainty, the Lenders, hereby expressly agrees, acknowledges, confirms and accepts that, expressly subject to the satisfaction of the conditions precedent contain in Section 13 hereof:

(a) the rates per annum applicable to Loans provided for in the Credit Agreement shall no longer be increased by 2.00% per annum during as provided for in Section 4.1 of the Fourth Amending Agreement and Section 4.1 of the Fourth Amending Agreement shall no longer be operative or have any force and effect; and

(b) Section 4.2 of the Fourth Amending Agreement shall no longer be operative or have any force and effect and all interest, fees and other amounts shall be fully payable by the Borrowers on the applicable Interest Payment Date or as otherwise provided for pursuant to the terms of the Credit Agreement.

4. Deferral of Mandatory Repayment

4.1 ***Mandatory Repayment Deferrals.*** Each of the Lenders hereby agrees that the scheduled repayments of Outstanding Principal under the Capital Facility required pursuant to Section 2.15(2)(a) of the Credit Agreement by the Canadian Borrower and the U.S. Borrower to the Agent, on behalf of the Capital Facility Lenders, in an amount equal to 1.25% of the Outstanding Principal under the Capital Facility on the Quarter Ends of January 31, 2025 and April 30, 2025 (the "**Specified Quarter End Repayments**") shall each be and is hereby deferred and the Specified Quarter End Repayments shall each be required to be made on or before the Relief Period Expiry Date and the Borrower hereby confirms, agrees and acknowledges that the deferral pursuant to this Section 4.1 shall only apply to the Specified Quarter End Repayments.

5. Asset Sale

5.1 ***Land Sale.*** The Agent and the Lenders hereby consent to (a) the disposition by the Loan Parties of the farmland (including, for certainty, the final legal descriptions as provided in the related title commitment) and related assets (collectively, the "**Montana – Box Elder/Havre Assets**") described in the buy-sell agreement (farm and ranch) dated April 19, 2025 between Hidden Valley Colony Inc., as buyer, and the U.S. Borrower, as seller, attached hereto as Schedule A (the "**Buy-Sell Agreement**") provided (i) the gross proceeds shall be in the minimum amount of U.S.$31,200,000 and (ii) promptly upon receipt thereof, the net proceeds (net of reasonable adjustments for commissions and legal fees) shall be distributed to the Agent to be held in by the Agent in a general investment certificate, blocked segregated

deposit account or any other Cash Equivalent investment acceptable to the Agent, in its sole discretion, (the "**USD Cash Collateral**") and (b) the release of the Security in the Montana – Box Elder/Havre Assets and expressly authorize the Agent to execute and deliver any no interest letters, other instruments and discharges required in connection therewith.

5.2 ***Covenants re: Buy-Sell Agreement.*** Each of the Borrowers hereby (a) covenants and agrees that it shall not enter into or permit any amendments or waivers to the Buy-Sell Agreement without the express written consent of the Agent and (b) acknowledges and confirms that any termination of the Buy-Sell Agreement without the consent of the Agent shall constitute an immediate Default.

5.3 ***Borrower Confirmations and Covenants.*** Each of the Borrowers hereby:

(a) agrees, confirms and acknowledges that (i) it shall have no access to, or rights of withdrawal in respect of, the USD Cash Collateral without the express written consent of the Agent and (b) the USD Cash Collateral (including any interest and other investment income attributable thereto) may be used, at the discretion of the Agent and the Majority Lenders, for the repayment of Outstanding Principal under the Credit Facilities and the payment of accrued interest thereon; and

(b) agrees, confirms and acknowledges that the USD Cash Collateral shall be secured by the Security previously granted by the applicable Borrower and, for certainty, each of the Borrowers, as appliable, hereby grants to the Agent, on behalf of the Agent, the Lenders, the Bank Product Affiliates and the Hedging Affiliates (collectively, the "**Beneficiaries**"), a security interest in the USD Cash Collateral and all proceeds therefrom (and assigns the same to the Agent, on behalf of the Beneficiaries) to secure all present and future obligations, liabilities and indebtedness of the applicable Borrower to the Beneficiaries including, without limitation, all obligations, liabilities and indebtedness of the applicable Borrower under pursuant and relating to the Credit Agreement, the other Documents to which such Borrower is a party (including its Guarantee in favor of the Beneficiaries), all Bank Product Obligations of the Borrowers and all Lender Financial Instrument Obligations of the Borrowers.

6. Repayment of Hadford Montana VTB Debt

6.1 ***Consent Re: Permitted Repayment of Hadford Montana VTB Debt.*** Each of the parties hereto expressly agrees, acknowledges, confirms and accepts that, notwithstanding Section 10.3.1(h.i) of the Credit Agreement, the Borrowers shall be permitted to repay and prepay, as applicable, the Hadford Montana VTB Debt and all accrued but unpaid interest thereon; provided that (a) the aggregate amount of such repayment and/or prepayment shall not exceed U.S.$1,130,000 plus all accrued and unpaid interest, (b) concurrently therewith, all Security Interests in the real property acquired pursuant to the Hadford Montana Acquisition securing the Hadford Montana VTB Debt shall be released and discharged and (c) the Agent shall have received evidence to its satisfaction confirming that not less than U.S.$1,000,000 has been deposited in trust with the closing agent pursuant to the Buy-Sell Agreement.

7. Suspension of Drawdowns

7.1 ***Suspension of Operating Facility.*** Each of the parties hereto expressly agrees, acknowledges, confirms and accepts that, from and after the date hereof, notwithstanding any provision of the Credit Agreement (and, for certainty, in addition to the suspension of Drawdowns under the Capital Facility as provided for in Section 10.1 of the Fourth Amending Agreement), no further Drawdowns under the Operating Facility shall be permitted without the express prior consent of the Agent and the Operating Facility Lenders except for:

(a) either (i) the issuance of a Letter of Credit or (ii) a single Drawdown of Canadian Prime Rate Loans, in each case, not exceeding Cdn.$12,000,000 and to be issued or drawn, as applicable, in connection with a motion for a stay of the existing Judgment (as defined in Section 6.1 of the Fourth Amending Agreement) which Letter of Credit, if issued, for certainty, shall be in form and substance satisfactory to the Agent and the Fronting Lender, each acting reasonably; and

(b) for certainty, the funding of Swingline Loans,

in each case, in compliance with the terms and conditions of the Credit Agreement.

8. Appraisal Acceptance

8.1 ***Appraisal Acceptance.*** The Agent and each of the Lenders hereby confirms, agrees and acknowledges that, for the purposes of subparagraph (b) of the definition of "Borrowing Base", the most recently received appraisals of the owned bare land real property of the Canadian Borrower and the other Loan Parties, delivered on or about April 1, 2025, are acceptable.

9. Release of Cash Collateral re: Regina Farmland

9.1 ***Release of Cash Collateral re: Regina Farmland.*** Each of the parties hereto expressly agrees, acknowledges, confirms and accepts that the proceeds of the Regina Farmland disposition held by the Agent as Cash Collateral shall be distributed as follows:

(a) firstly, an amount not to exceed Cdn.$12,000,000 shall be applied to the repayment of Outstanding Principal owing under the Operating Facility on the date of the satisfaction of the conditions precedent contained herein;

(b) secondly, the amount required to pay all PIK Interest (as defined in Section 4.2 of the Fourth Amending Agreement) shall be distributed to the Lenders to pay such

PIK Interest on the date of the satisfaction of the conditions precedent contained herein; and

(c) thereafter, the remaining proceeds are to be released by the Agent to the Canadian Borrower as follows:

(i) Cdn.$2,500,0000 (or such other amount as determined by the Agent, acting reasonably) on a Banking Day during the week ending May 2, 2025;

(ii) Cdn.$4,000,0000 (or such other amount as determined by the Agent, acting reasonably) on a Banking Day during the week ending May 9, 2025;

(iii) Cdn.$1,000,0000 (or such other amount as determined by the Agent, acting reasonably) on a Banking Day during the week ending May 16, 2025;

(iv) Cdn.$15,300,0000 (or such other amount as determined by the Agent, acting reasonably, after receipt and review of the Fully Funded Cash Flow Model) on a Banking Day during the week ending May 30, 2025; and

(v) Cdn.$600,000 (or such other amount as determined by the Agent, acting reasonably, after receipt and review of the Fully Funded Cash Flow Model) on a Banking Day during the week ending June 6, 2025,

and the Borrowers hereby authorize and direct the Agent to distribute the Cash Collateral in such regard.

10. Extension of Covenant Relief Period Amendments.

10.1 ***Extension of Covenant Relief Period Amendments.*** Each of the parties hereto expressly agrees, acknowledges and confirms that, notwithstanding the lead in to Section 10.3.1 of the Credit Agreement (or any other provision of the Credit Agreement), each of the covenants and agreements contained in Section 10.3.1 of the Credit Agreement shall continue to apply, and be applicable to the Borrowers and the other Loan Parties, after expiry of the Covenant Relief Period and until written notice of their non-application is provided by the Agent to the Canadian Borrower.

11. Fees

11.1 ***Amendment Fees.*** The Canadian Borrower agrees to pay to the Agent, for each Lender, an amendment fee of Cdn.$10,000.

12. Representations and Warranties

The Canadian Borrower and the U.S. Borrower each hereby represents and warrants to the Agent and to each Lender, and each such Borrower acknowledges and confirms that the Agent and each Lender are relying upon such representations and warranties, as follows:

(a) Capacity, Power and Authority

(i) It is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all the requisite corporate capacity, power and authority to carry on its business as presently conducted and to own its property; and

(ii) It has the requisite corporate capacity, power and authority to execute and deliver this Agreement.

(b) Authorization; Enforceability

It has taken or caused to be taken all necessary action to authorize, and has duly executed and delivered, this Agreement, and this Agreement is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, winding up, insolvency, moratorium or other laws of general application affecting the enforcement of creditors' rights generally and to the equitable and statutory powers of the courts having jurisdiction with respect thereto.

(c) Compliance With Other Instruments

The execution, delivery and performance by each such Borrower of this Agreement and the consummation of the transactions contemplated herein do not conflict with, result in any breach or violation of, or constitute a default under the terms, conditions or provisions of the charter or constating documents or by-laws of, or any unanimous shareholder agreement relating to, each such Borrower or of any law, regulation, judgment, decree or order binding on or applicable to each such Borrower or to which its property is subject or of any material agreement, lease, licence, permit or other instrument to which each such Borrower is a party or is otherwise bound or by which each such Borrower benefits or to which its property, assets and undertaking is subject and do not require the consent or approval of any Governmental Authority or any other party of which the failure to have received or obtained would have or would reasonably be expected to have a Material Adverse Effect.

(d) No Default

No Default or Event of Default has occurred or is continuing.

(e) Credit Agreement Representations and Warranties

Each of the representations and warranties of the Canadian Borrower and the U.S. Borrower set forth in Article 9 of the Credit Agreement is true and accurate in all respects as of the date hereof.

The representations and warranties set out herein shall survive the execution and delivery of this Agreement and the making of each Drawdown under the Credit Agreement,

notwithstanding any investigations or examinations which may be made by or on behalf of the Agent, the Lenders or Lenders' Counsel. Such representations and warranties shall survive until the Credit Agreement has been terminated.

13. Conditions Precedent

The amendments and supplements to the Credit Agreement contained in Section 2, and the other provisions hereof, shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

(a) the Borrowers shall have paid to the Agent, for the benefit of the Lenders, the fees required to be paid pursuant to Section 11 hereof and any other fees agreed to by any Borrower and any of the Lenders, the Agent or the Lead Arranger in connection herewith;

(b) all accrued PIK Interest (as defined in Section 4.2 of the Fourth Amending Agreement) shall have been paid by the Borrower to the Agent;

(c) the Borrowers shall have provided to the Agent evidence that they have filed, or caused to be filed, a notice of application for a stay setting a hearing on or before May 8, 2025, in each case, in form and substance satisfactory to the Agent;

(d) the Canadian Borrower shall have delivered to the Agent a Borrowing Base Certificate, on a *pro forma* basis after giving effect to the sale of the Regina Farmland;

(e) (i) no Default or Event of Default shall have occurred and be continuing or would occur immediately after giving effect hereto, (ii) the representations and warranties set forth in Section 9.1 of the Credit Agreement shall be true and accurate in all respects other than any such representation and warranty which expressly speaks as of an earlier date, (iii) no consents, approvals or authorizations are required in connection with the amendments effected pursuant hereto (except as have been unconditionally obtained and are in full force and effect, unamended) and (iv) no event shall have occurred since October 31, 2024 that would reasonably be expected to have a Material Adverse Effect and, in each case, the Canadian Borrower shall have delivered to the Agent an Officer's Certificate certifying the same to the Agent;

(f) each Loan Party that has provided a guarantee and/or Security (other than the Borrowers) shall have executed and delivered the Acknowledgment attached hereto; and

(g) all reasonable fees and out-of-pocket costs and expenses of Lenders' Counsel and all other legal counsel to the Agent in each applicable jurisdiction including, for certainty but without limitation, Dentons Canada LLP (on a solicitor-client full indemnity basis) shall have been paid, or arrangements acceptable to such legal counsel have been made with respect thereto.

The foregoing conditions precedent are inserted for the sole benefit of the Lenders and the Agent and may be waived in writing by the Lenders, in whole or in part (with or without terms and conditions).

14. Confirmation of Credit Agreement and other Documents

The Credit Agreement and the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and the Credit Agreement, as amended and supplemented by this Agreement, and each of the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) is hereby ratified and confirmed and shall, from and after the date hereof, continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the satisfaction of the conditions precedent set forth in Section 13 hereof).

15. Release

In consideration of the agreements and consents of the Agent and the Lenders and the other provisions under this Agreement and for other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), each of the Borrowers, on behalf of itself, its Subsidiaries and Affiliates and all of their respective officers, directors, employees, agents, successors and assigns and anyone claiming through or under them (collectively, the "**Releasors**"), do hereby release, remise and forever discharge the Agent and the Lenders (including their respective Affiliates, associates, holding bodies corporate and subsidiaries and all officers, directors, employees, agents, successors and assigns and anyone claiming through or under it) of and from any and all claims and demands of every nature and kind at law or in equity or under any statute, actions, causes of action, suits, debts, dues, sums of money, damages, losses, indemnities and costs, which the Releasors or any one or more of them now have or ever had, can, shall or may have in respect of or in any way arising out of or related to the dealings or transactions in respect of the Credit Agreement, the Security, any other Document, this Agreement and any dealings with any of the Releasors relating to the Obligations, Bank Product Obligations, Lender Financial Instrument Obligations and the Security, prior to the date hereof except for any obligations arising out of or related to this Agreement (collectively, the "**Released Claims**"), provided that such Released Claims shall not include any claims and demands to the extent they are determined by a court of competent jurisdiction by final and non-appealable judgement to have resulted from the gross negligence or wilful misconduct of the Agent or the Lenders. The releases granted under this Section shall survive the termination of this Agreement.

16. Further Assurances

The Borrowers, the Lenders and the Agent shall promptly cure any default by them in the execution and delivery of this Agreement, the other Documents or any of the agreements provided for hereunder to which it is a party. The Borrowers, at their own expense, shall promptly execute and deliver to the Agent, upon request by the Agent, all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for the Borrowers' compliance with, or accomplishment of the covenants

and agreements of the Borrowers hereunder or more fully to state the obligations of the Borrowers as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith. The Agent and the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent and the Lenders to give effect to the foregoing.

17. Enurement

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns in accordance with the Credit Agreement.

18. Counterparts; Electronic Execution

This Agreement and the other Documents may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or any other Document to produce or account for more than one such counterpart. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Document. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Agreement or any other Document shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), *the Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

MONETTE FARMS LTD.

By: Darrel Monette (May 2, 2025 12:52 MDT)

Name: Darrel Monette
Title: President

MONETTE FARMS USA, INC.

By: Darrel Monette (May 2, 2025 12:52 MDT)

Name: Darrel Monette
Title: President

Witness: David Kemp

By: Darrel Monette (May 2, 2025 12:52 MDT)

DARREL NOEL MONETTE

LENDERS:

THE BANK OF NOVA SCOTIA

By: _____
Name:
Title:

By: _____
Name:
Title:

FARM CREDIT CANADA

By: _____
Name:
Title:

By: _____
Name:
Title:

BANK OF MONTREAL

By: _____
Name:
Title:

By: _____
Name:
Title:

EXPORT DEVELOPMENT CANADA

By: _____
Name:
Title:

By: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

ROYAL BANK OF CANADA

By: _____
Name:
Title:

By: _____
Name:
Title:

THE TORONTO-DOMINION BANK

By: _____
Name:
Title:

By: _____
Name:
Title:

NATIONAL BANK OF CANADA

By: _____
Name:
Title:

By: _____
Name:
Title:

CONEXUS CREDIT UNION

By: _____
Name:
Title:

By: _____
Name:
Title:

SWINGLINE LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name:
Title:

By: _____
Name:
Title:

FRONTING LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name:
Title:

By: _____
Name:
Title:

AGENT:

THE BANK OF NOVA SCOTIA,
in its capacity as the Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

ACKNOWLEDGMENT

For valuable consideration, the receipt of which is hereby acknowledged, each of:

1. DMO Holdings Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by DMO Holdings Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

2. Monette Farm Family Trust, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the limited recourse guarantee hereinafter referred to) to the Beneficiaries (as defined in the limited recourse guarantee hereinafter referred to), pursuant to a limited recourse guarantee made as of December 5, 2018 by Monette Farm Family Trust in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

3. Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

4. NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of February 1, 2019 by NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

5. Monette Farms Ontario Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 16, 2020 by Monette Farms Ontario Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

6. Monette Seeds Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of October 27, 2022 by Monette Seeds Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

7. Monette Land Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Land Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

8. Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

9. Monette Produce Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

10. Monette Farms BC Limited Partnership ("**MFBC LP**"), by its general partner, Monette Farms BC GP Ltd. ("**MFBC GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC LP, by its general partner, MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

11. MFBC GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

12. Monette Farms Land Limited Partnership ("**MFL LP**"), by its general partner, Monette Farms Land GP Ltd. ("**MFL GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL LP, by its general partner, MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

13. MFL GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by

MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

14. Monette Farms Land II Limited Partnership ("**MFL II LP**"), by its general partner, Monette Farms Land II GP Ltd. ("**MFL II GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II LP, by its general partner, MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

15. MFL II GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

16. DMO Holdings USA, Inc., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by DMO Holdings USA, Inc. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

17. Monette Farms Arizona, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Farms Arizona, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

18. Monette Seeds USA, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Seeds USA, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof); and

19. Monette Produce, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof),

hereby acknowledge the amendments and supplements to the Credit Agreement contained in the Fifth Amending Agreement to which this Acknowledgement is attached and forms a part and

confirms that its guarantee described above and the other Security to which it is a party is and shall remain in full force and effect in all respects notwithstanding the Fifth Amending Agreement and the amendments and supplements to the Credit Agreement contained therein and shall continue to exist and apply to all of the Obligations (as defined in such guarantee and other Security), including, without limitation, the obligations, indebtedness and liabilities (present and future, absolute or contingent, matured or not) of the Borrowers and the other Loan Parties to the Beneficiaries under, pursuant or relating to the Credit Agreement, as amended and supplemented by the Fifth Amending Agreement. This Acknowledgement is in addition to and shall not limit, derogate from or otherwise affect the provisions of such guarantee and other Security.

Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF each of the undersigned have executed this Acknowledgment as of the date of the Fifth Amending Agreement.

[The remainder of this page has been intentionally left blank]

DMO HOLDINGS LTD.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

NEXGEN SEEDS LTD.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE FARM FAMILY TRUST

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

GOAT'S PEAK WINERY LTD.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS ONTARIO CORP.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE SEEDS LTD.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE LAND CORP.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LTD.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE PRODUCE LTD.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS BC GP LTD.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC GP LTD.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND GP LTD.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND GP LTD.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND II GP LTD.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II GP LTD.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

DMO HOLDINGS USA, INC.

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS ARIZONA, LLC

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE SEEDS USA, LLC

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

MONETTE PRODUCE, LLC

By: Darrel Monette (May 2, 2025 12:52 MDT)
Name: Darrel Monette
Title: President

SCHEDULE A

BUY-SELL AGREEMENT

AMENDING AGREEMENT

Final Audit Report 2025-05-02

Created:	2025-05-02
By:	David Kemp (david@monettefarms.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkdXWkYd2ty4Xxrm3pxW4JF7cPfocZXLP

"AMENDING AGREEMENT" History

Document created by David Kemp (david@monettefarms.ca)
2025-05-02 - 5:07:36 PM GMT

Document emailed to Darrel Monette (darrel@monettefarms.ca) for signature
2025-05-02 - 5:07:42 PM GMT

Document emailed to David Kemp (david@monettefarms.ca) for signature
2025-05-02 - 5:07:42 PM GMT

Email viewed by David Kemp (david@monettefarms.ca)
2025-05-02 - 5:19:12 PM GMT

Document e-signed by David Kemp (david@monettefarms.ca)
Signature Date: 2025-05-02 - 5:31:02 PM GMT - Time Source: server

Email viewed by Darrel Monette (darrel@monettefarms.ca)
2025-05-02 - 6:51:19 PM GMT

Document e-signed by Darrel Monette (darrel@monettefarms.ca)
Signature Date: 2025-05-02 - 6:52:19 PM GMT - Time Source: server

Agreement completed.
2025-05-02 - 6:52:19 PM GMT

SIXTH AMENDING AGREEMENT

THIS AGREEMENT is made as of June 10, 2025

BETWEEN:

MONETTE FARMS LTD., a corporation existing under the laws of the Province of Saskatchewan (hereinafter sometimes referred to as the "**Canadian Borrower**"),

– and –

MONETTE FARMS USA, INC., a corporation existing under the laws of the State of Montana (hereinafter sometimes referred to as the "**U.S. Borrower**"),

– and –

DARREL NOEL MONETTE, an individual domiciled in the Province of Saskatchewan and with his primary residence in the Province of Saskatchewan (hereinafter sometimes referred to as the "**Individual Borrower**"),

– and –

THE BANK OF NOVA SCOTIA, FARM CREDIT CANADA, BANK OF MONTREAL, EXPORT DEVELOPMENT CANADA, CANADIAN IMPERIAL BANK OF COMMERCE, ROYAL BANK OF CANADA, THE TORONTO-DOMINION BANK, NATIONAL BANK OF CANADA, CONEXUS CREDIT UNION and such other persons as become parties to the Credit Agreement as lenders (hereinafter referred to collectively as the "**Lenders**" and individually as a "**Lender**"),

– and –

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as agent of the Lenders (hereinafter referred to as the "**Agent**"),

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Swingline Lender,

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Fronting Lender,

WHEREAS the parties hereto have entered into the Credit Agreement;

AND WHEREAS the Agent, on behalf of the Lenders, executed and delivered in favor of the Borrowers a waiver and covenant agreement dated October 31, 2024 which was accepted, acknowledged and agreed to by the Borrowers (the "**Original Waiver**");

AND WHEREAS, in connection with, and as provided for in, the Original Waiver, the parties hereto amended and supplemented certain provisions of the Credit Agreement as set forth in the first amending agreement made as of November 22, 2024 (the "**First Amending Agreement**") between the Borrowers, the Lenders and the Agent to give effect to the Covenant Relief Amendment under and as defined in the Original Waiver;

AND WHEREAS the parties hereto further amended and supplemented certain provisions of the Credit Agreement to, *inter alias*, extend the Covenant Relief Period (as defined in the Credit Agreement) as set forth in the second amending agreement made as of January 31, 2025 between the Borrowers, the Lenders and the Agent(the "**Second Amending Agreement**"), the third amending agreement made as of February 21, 2025 between the Borrowers, the Lenders and the Agent (the "**Third Amending Agreement**"), the Fourth Amending Agreement and the fifth amending agreement made as of May 2, 2025 between the Borrowers, the Lenders and the Agent (the "**Fifth Amending Agreement**");

AND WHEREAS the parties hereto have agreed to further amend and supplement certain provisions of the Credit Agreement to, *inter alia*, further extend the Covenant Relief Period as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. Interpretation

1.1 In this Agreement and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"Agreement" means this sixth amending agreement, as amended, modified, supplemented or restated from time to time; and

"Credit Agreement" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15 2024 between the Borrowers, as borrowers, the Lenders, as

lenders, and the Agent, as agent, as amended and supplemented to the date hereof including pursuant to an accordion exercise agreement made as of May 13, 2024, the Original Waiver, the First Amending Agreement. the Second Amending Agreement, the second waiver and covenant agreement dated March 19, 2025 from the Agent, on behalf of the Majority of the Lenders, which was accepted, acknowledged and agreed to by the Borrowers (the "**Second Waiver**"), the Third Amending Agreement, the Fourth Amending Agreement and the Fifth Amending Agreement.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2. Amendments and Supplements

2.1 Additional Definition. Section 1.1(1) of the Credit Agreement is hereby amended to add the following new definition in proper alphabetical order:

> ""**Fully Funded Cash Flow Model**" has the meaning set out in Section 10.3.1(i)(ii)(B).".

2.2 Amendment to Definition of "Covenant Relief Period". The definition of "Covenant Relief Period" contained in Section 1.1(1) of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

> ""**Covenant Relief Period**" means the period commencing on October 31, 2024 and continuing up to and including July 30, 2025 (the "**Relief Period Expiry Date**"), which Relief Period Expiry Date may be extended upon the agreement of the Agent and the Lenders, each in their sole discretion.".

2.3 ***Revision to Minimum Liquidity Covenant.*** Section 10.3 of the Credit Agreement is hereby amended to delete the existing subparagraph (c) thereof in its entirety and to substitute the following therefor:

> "(c) <u>Minimum Liquidity</u>
>
> It shall maintain, as at the times provided for in this Section 10.3(c), cash, Cash Equivalents and available Loans (including, for certainty, Swingline Loans) under the Operating Facility (including, for certainty, with

reference the Borrowing Base) in the minimum amount (or the Equivalent Amount thereof in United States Dollars) of:

(i) Cdn.$17,200,000 during the week ending June 13, 2025;

(ii) Cdn.$15,900,000 during the week ending June 20, 2025;

(iii) Cdn.$2,800,000 during the week ending June 27, 2025;

(iv) Cdn.$3,500,000 during the week ending July 4, 2025;

(v) Cdn.$6,300,000 during the week ending July 11, 2025;

(vi) Cdn.$10,200,000 during the week ending July 18, 2025;

(vii) Cdn.$13,800,000 during the week ending July 25, 2025; and

(viii) Cdn.$12,200,000 during the week ending August 1, 2025.".

2.4 Amendment to Box Elder/Havre Assets Disposition Mechanics. Section 5.1 of the Fifth Amending Agreement is hereby deleted in its entirety and the following is substituted therefor:

"5.1 ***Land Sale.*** The Agent and the Lenders hereby consent to (a) the disposition by the Loan Parties of the farmland (including, for certainty, the final legal descriptions as provided in the related title commitment) and related assets (collectively, the "**Montana – Box Elder/Havre Assets**") described in the buy-sell agreement (farm and ranch) dated April 19, 2025 between Hidden Valley Colony Inc., as buyer, and the U.S. Borrower, as seller, attached hereto as Schedule A (the "Buy-Sell Agreement") provided (i) the gross proceeds shall be in the minimum amount of U.S.$31,200,000 and (ii) promptly upon receipt thereof, the net proceeds (net of reasonable adjustments for commissions and legal fees) shall be distributed to the Agent to, firstly, repay Outstanding Principal under the Capital Facility in the minimum amount of Cdn.$20,000,000 or the Equivalent Amount thereof in United States Dollars (the "**Specific Capital Facility Repayment**") and, secondly, repay Outstanding Loans under the Operating Facility (for certainty, without a corresponding decrease in Operating Facility Commitments) in the amount of the balance of such proceeds and, in each case, the Borrowers hereby authorize and direct the Agent to distribute the proceeds in such regard and (b) the release of the Security in the Montana – Box Elder/Havre Assets and expressly authorize the Agent to execute and deliver any no interest letters, other instruments and discharges required in connection therewith.

In connection with the foregoing, the parties hereto including, for certainty, the Borrowers, confirm, agree and acknowledge that, notwithstanding the revolving nature of the Capital Facility and any

provisions of the Credit Agreement with respect thereto, the Specific Capital Facility Repayment will result in a reduction of the aggregate Capital Facility Commitments in the amount of the Specific Capital Facility Repayment and each Capital Facility Lender's Capital Facility Commitment will be reduced on a pro rata basis.

2.5 Reversal of Suspension of Operating Facility. Section 7.1 of the Fifth Amending Agreement is hereby deleted in its entirety and the following is substituted therefor:

"7.1 ***Drawdown Provision.*** Each of the parties hereto expressly agrees, acknowledges, confirms and accepts that, notwithstanding any provision of the Credit Agreement (and, for certainty, in addition to the suspension of Drawdowns under the Capital Facility as provided for in Section 10.1 of the Fourth Amending Agreement which shall remain operative), in addition to Swingline Loans, Drawdowns under the Operating Facility shall be permitted in accordance with the terms and conditions of the Credit Agreement including, without limitation, the satisfaction of the conditions precedent provided for in Section 3.1 of the Credit Agreement; provided that:

(a) for certainty, subject to compliance with Section 3.1 of the Credit Agreement, a single Drawdown of Canadian Prime Rate Loans, not exceeding Cdn.$6,000,000 shall be permitted in connection with an order in respect of a stay of the existing Judgment (as defined in Section 6.1 of the Fourth Amending Agreement) granted by the Court of Appeal for the Province of British Columbia;

(b) it shall be a condition precedent to each Drawdown under the Operating Facility that, on a *pro forma* basis giving effect to the Drawdown, the Borrowers shall be in compliance with Section 10.3(c) for the applicable period and shall have provided evidence thereof to the Agent, satisfactory to the Agent; and

(c) notwithstanding any other provision of the Credit Agreement, including for certainty Section 2.3, Drawdowns under the Operating Facility shall be made in accordance with the Fully Funded Cash Flow Model during the Covenant Relief Period (for certainty, no Drawdown under the Operating Facility shall exceed the amounts provided for in the Fully Funded Cash Flow Model during the week in which the Drawdown occurs and each Drawdown shall be for the purposes provided for in the Fully Funded Cash Flow Model as detailed in Exhibit A attached hereto).".

3. Confirmations

3.1 ***Confirmation of Event of Default.*** Each of the parties hereto including, for

certainty, the Borrowers, hereby expressly agrees, acknowledges, confirms and accepts that, if the Relief Period Expiry Date is not further extended on or before the Relief Period Expiry Date upon the agreement of the Agent and the Lenders, each in their sole discretion, an immediate Event of Default shall result and, in such circumstance, the Agent and the Lenders shall retain all rights and remedies provided for in the Credit Agreement and each of the other Documents in connection with an Event of Default.

4. Deferral of Mandatory Repayment

4.1 ***Mandatory Repayment Deferrals.*** Each of the Lenders hereby agrees that the scheduled repayments of Outstanding Principal under the Capital Facility required pursuant to Section 2.15(2)(a) of the Credit Agreement by the Canadian Borrower and the U.S. Borrower to the Agent, on behalf of the Capital Facility Lenders, in an amount equal to 1.25% of the Outstanding Principal under the Capital Facility on the Quarter Ends of January 31, 2025 and April 30, 2025 (the "**Specified Quarter End Repayments**") shall each be and is hereby deferred and the Specified Quarter End Repayments shall each be required to be made on or before the Relief Period Expiry Date and the Borrower hereby confirms, agrees and acknowledges that the deferral pursuant to this Section 4.1 shall only apply to the Specified Quarter End Repayments.

5. Disposition

5.1 ***General Consents to Dispositions.*** The Agent and the Lenders hereby consent to (a) the dispositions by Loan Parties provided for in the Fully Funded Cash Flow Model during the period prior to the Relief Period Expiry Date (the "**Subject Dispositions**") provided that (i) each disposition is made on arm's length terms, (ii) each disposition is settled and paid in cash, (iii) the net proceeds of each disposition is not less than the amounts provided for in the Fully Funded Cash Flow Model and (iv) promptly upon receipt thereof (except in respect of the net proceeds from (1) the disposition of the Montana – Box Elder/Havre Assets which shall be subject to Section 2.4 hereof and (2) and the disposition of Little Fort BC lands sold at auction on May 21, 2025), the net proceeds (net of reasonable adjustments for commissions and legal fees) shall be distributed to the Agent to, firstly, repay Outstanding Principal under the Capital Facility in the amount of equal to 70% of such net proceeds (for certainty, with a corresponding decrease in Capital Facility Commitments) and, secondly, repay Outstanding Loans under the Operating Facility (for certainty, without a corresponding decrease in Operating Facility Commitments) in the amount of the balance of such proceeds and, in each case, the Borrowers hereby authorize and direct the Agent to distribute the proceeds in such regard promptly upon receipt thereof and (b) the release of the Security in assets disposed of pursuant to the Subject Dispositions and expressly authorize the Agent to execute and deliver any no interest letters, other instruments and discharges required in connection therewith.

5.2 In connection with the foregoing, the parties hereto including, for certainty, the Borrowers, confirm, agree and acknowledge that, notwithstanding the revolving nature of the Capital Facility and any provisions of the Credit Agreement with respect thereto, each repayment of Outstanding Principal under the Capital Facility provided for in Section 5.1 hereof will result in a reduction of the aggregate Capital Facility Commitments in the

amount of each such repayment and each Capital Facility Lender's Capital Facility Commitment will be reduced on a pro rata basis.

6. Approval of Capital Expenditures

6.1 ***Approval of Capital Expenditures.*** The Agent and the Lenders hereby confirm and agree that the Capital expenditures detailed in the Fully Funded Cash Flow Model are approved and permitted pursuant to Section 10.3.1(c)(c) of the Credit Agreement.

7. Release of Cash Collateral re: Regina Farmland

7.1 ***Release of Cash Collateral re: Regina Farmland.*** Each of the parties hereto expressly agrees, acknowledges, confirms and accepts that, notwithstanding Section 9.1 of the Fifth Amending Agreement, the remaining proceeds of the Regina Farmland disposition held by the Agent as Cash Collateral shall be promptly used by the Agent to repay Outstanding Loans under the Operating Facility (for certainty, without a corresponding decrease in Operating Facility Commitments) and the Borrowers hereby authorize and direct the Agent to distribute the Cash Collateral in such regard.

8. Extension of Covenant Relief Period Amendments.

8.1 ***Extension of Covenant Relief Period Amendments.*** Each of the parties hereto expressly agrees, acknowledges and confirms that, notwithstanding the lead in to Section 10.3.1 of the Credit Agreement (or any other provision of the Credit Agreement), each of the covenants and agreements contained in Section 10.3.1 of the Credit Agreement shall continue to apply, and be applicable to the Borrowers and the other Loan Parties, after expiry of the Covenant Relief Period and until written notice of their non-application is provided by the Agent to the Canadian Borrower.

9. Fees

9.1 ***Amendment Fees.*** The Canadian Borrower agrees to pay to the Agent, for each Lender, an amendment fee of Cdn.$5,000.

10. Representations and Warranties

The Canadian Borrower and the U.S. Borrower each hereby represents and warrants to the Agent and to each Lender, and each such Borrower acknowledges and confirms that the Agent and each Lender are relying upon such representations and warranties, as follows:

(a) Capacity, Power and Authority

(i) It is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all the requisite corporate capacity, power and authority to carry on its business as presently conducted and to own its property; and

(ii) It has the requisite corporate capacity, power and authority to execute and deliver this Agreement.

(b) Authorization; Enforceability

It has taken or caused to be taken all necessary action to authorize, and has duly executed and delivered, this Agreement, and this Agreement is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, winding up, insolvency, moratorium or other laws of general application affecting the enforcement of creditors' rights generally and to the equitable and statutory powers of the courts having jurisdiction with respect thereto.

(c) Compliance With Other Instruments

The execution, delivery and performance by each such Borrower of this Agreement and the consummation of the transactions contemplated herein do not conflict with, result in any breach or violation of, or constitute a default under the terms, conditions or provisions of the charter or constating documents or by-laws of, or any unanimous shareholder agreement relating to, each such Borrower or of any law, regulation, judgment, decree or order binding on or applicable to each such Borrower or to which its property is subject or of any material agreement, lease, licence, permit or other instrument to which each such Borrower is a party or is otherwise bound or by which each such Borrower benefits or to which its property, assets and undertaking is subject and do not require the consent or approval of any Governmental Authority or any other party of which the failure to have received or obtained would have or would reasonably be expected to have a Material Adverse Effect.

(d) No Default

No Default or Event of Default has occurred or is continuing.

(e) Credit Agreement Representations and Warranties

Each of the representations and warranties of the Canadian Borrower and the U.S. Borrower set forth in Article 9 of the Credit Agreement is true and accurate in all respects as of the date hereof.

The representations and warranties set out herein shall survive the execution and delivery of this Agreement and the making of each Drawdown under the Credit Agreement, notwithstanding any investigations or examinations which may be made by or on behalf of the Agent, the Lenders or Lenders' Counsel. Such representations and warranties shall survive until the Credit Agreement has been terminated.

11. Conditions Precedent

The amendments and supplements to the Credit Agreement contained in Section 2, and the other provisions hereof, shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

(a) the Borrowers shall have paid to the Agent, for the benefit of the Lenders, the fees required to be paid pursuant to Section 9 hereof and any other fees agreed to by any Borrower and any of the Lenders, the Agent or the Lead Arranger in connection herewith;

(b) (i) no Default or Event of Default shall have occurred and be continuing or would occur immediately after giving effect hereto, (ii) the representations and warranties set forth in Section 9.1 of the Credit Agreement shall be true and accurate in all respects other than any such representation and warranty which expressly speaks as of an earlier date, (iii) no consents, approvals or authorizations are required in connection with the amendments effected pursuant hereto (except as have been unconditionally obtained and are in full force and effect, unamended) and (iv) no event shall have occurred since October 31, 2024 that would reasonably be expected to have a Material Adverse Effect and, in each case, the Canadian Borrower shall have delivered to the Agent an Officer's Certificate certifying the same to the Agent;

(c) each Loan Party that has provided a guarantee and/or Security (other than the Borrowers) shall have executed and delivered the Acknowledgment attached hereto; and

(d) all reasonable fees and out-of-pocket costs and expenses of Lenders' Counsel and all other legal counsel to the Agent in each applicable jurisdiction including, for certainty but without limitation, Dentons Canada LLP (on a solicitor-client full indemnity basis) shall have been paid, or arrangements acceptable to such legal counsel have been made with respect thereto.

The foregoing conditions precedent are inserted for the sole benefit of the Lenders and the Agent and may be waived in writing by the Lenders, in whole or in part (with or without terms and conditions).

12. Confirmation of Credit Agreement and other Documents

The Credit Agreement and the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and the Credit Agreement, as amended and supplemented by this Agreement, and each of the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) is hereby ratified and confirmed and shall, from and after the date hereof, continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the satisfaction of the conditions precedent set forth in Section 11 hereof).

13. Release

In consideration of the agreements and consents of the Agent and the Lenders and the other provisions under this Agreement and for other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), each of the Borrowers, on behalf of itself, its Subsidiaries and Affiliates and all of their respective officers, directors, employees, agents, successors and assigns and anyone claiming through or under them (collectively, the "**Releasors**"), do hereby release, remise and forever discharge the Agent and the Lenders (including their respective Affiliates, associates, holding bodies corporate and subsidiaries and all officers, directors, employees, agents, successors and assigns and anyone claiming through or under it) of and from any and all claims and demands of every nature and kind at law or in equity or under any statute, actions, causes of action, suits, debts, dues, sums of money, damages, losses, indemnities and costs, which the Releasors or any one or more of them now have or ever had, can, shall or may have in respect of or in any way arising out of or related to the dealings or transactions in respect of the Credit Agreement, the Security, any other Document, this Agreement and any dealings with any of the Releasors relating to the Obligations, Bank Product Obligations, Lender Financial Instrument Obligations and the Security, prior to the date hereof except for any obligations arising out of or related to this Agreement (collectively, the "**Released Claims**"), provided that such Released Claims shall not include any claims and demands to the extent they are determined by a court of competent jurisdiction by final and non-appealable judgement to have resulted from the gross negligence or wilful misconduct of the Agent or the Lenders. The releases granted under this Section shall survive the termination of this Agreement.

14. Further Assurances

The Borrowers, the Lenders and the Agent shall promptly cure any default by them in the execution and delivery of this Agreement, the other Documents or any of the agreements provided for hereunder to which it is a party. The Borrowers, at their own expense, shall promptly execute and deliver to the Agent, upon request by the Agent, all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for the Borrowers' compliance with, or accomplishment of the covenants and agreements of the Borrowers hereunder or more fully to state the obligations of the Borrowers as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith. The Agent and the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent and the Lenders to give effect to the foregoing.

15. Enurement

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns in accordance with the Credit Agreement.

16. Counterparts; Electronic Execution

This Agreement and the other Documents may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or any other Document to produce or account for more than one such counterpart. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Document. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Agreement or any other Document shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), *the Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

MONETTE FARMS LTD.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)

Name: Darrel Monette
Title: President

MONETTE FARMS USA, INC.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)

Name: Darrel Monette
Title: President

Witness: David Kemp

By: Darrel Monette (Jun 10, 2025 11:03 MDT)

DARREL NOEL MONETTE

Document Name: Sixth Amending Agreement to Fifth Amended and Restated Credit Agreement.pdf Transaction ID: CBJCHBCAABAAvuM-2oO2r6R9W2-7Rl_p7FiKn5dg7gow

LENDERS:

THE BANK OF NOVA SCOTIA

By: _____
Name: Jason Coulter
Title: Director

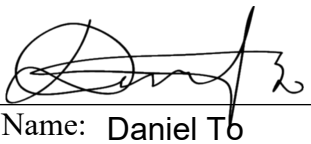
By: _____
Name: Thomas Neufeld
Title: Director

FARM CREDIT CANADA

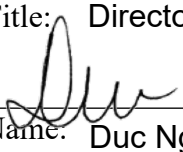
By: Cindy Petrie
Name: Cindy Petrie
Title: Corporate Financing Associate

By: _____
Name:
Title:

BANK OF MONTREAL

By: 

Name: Daniel To
Title: Director

By: 

Name: Duc Nguyen
Title: Director

EXPORT DEVELOPMENT CANADA

By: _____
Name: Miranda Friesen
Title: Senior Associate

By: _____
Name: Mohammad Khan
Title: Financing Manager

CANADIAN IMPERIAL BANK OF COMMERCE

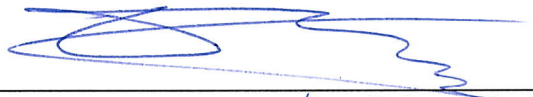
By: _____

Name: Supriya Sarin
Title: Authorized Signatory

By: _____

Name: Devang Shah
Title: Authorized Signatory

ROYAL BANK OF CANADA

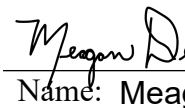
By: 

Name: CAMERON BAILEY
Title: SENIOR DIRECTOR - SLAS.

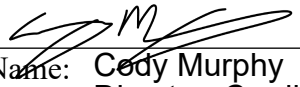
By: _____

Name:
Title:

THE TORONTO-DOMINION BANK

By: 

Name: Meagan Deis
Title: Director

By: 

Name: Cody Murphy
Title: Director, Credit Execution

NATIONAL BANK OF CANADA

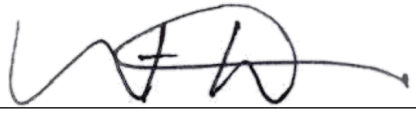
By: Dean Chan

Name: Dean Chan
Title: VP, SAMU

By: M Hussain

Name: Moneeb Hussain
Title: Snr. Manager, SAMU

CONEXUS CREDIT UNION

By: 

Name: Robert Davis
Title: VP, Treasury

By: 

Name: Brad Fennig
Title: VP Credit Risk

SWINGLINE LENDER:

THE BANK OF NOVA SCOTIA

By: JW Coulter
Name: Jason Coulter
Title: Director

By: _____
Name:
Title:

FRONTING LENDER:

THE BANK OF NOVA SCOTIA

By: JW Coulter
Name: Jason Coulter
Title: Director

By: _____
Name:
Title:

AGENT:

THE BANK OF NOVA SCOTIA,
in its capacity as the Agent

By: _____
Name: Sarah Scuglia
Title: Director

By: _____
Name: Venita Ramjattan
Title: Associate

ACKNOWLEDGMENT

For valuable consideration, the receipt of which is hereby acknowledged, each of:

1. DMO Holdings Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by DMO Holdings Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

2. Monette Farm Family Trust, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the limited recourse guarantee hereinafter referred to) to the Beneficiaries (as defined in the limited recourse guarantee hereinafter referred to), pursuant to a limited recourse guarantee made as of December 5, 2018 by Monette Farm Family Trust in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

3. Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

4. NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of February 1, 2019 by NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

5. Monette Farms Ontario Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 16, 2020 by Monette Farms Ontario Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

6. Monette Seeds Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of October 27, 2022 by Monette Seeds Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

7. Monette Land Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Land Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

8. Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

9. Monette Produce Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

10. Monette Farms BC Limited Partnership ("**MFBC LP**"), by its general partner, Monette Farms BC GP Ltd. ("**MFBC GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC LP, by its general partner, MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

11. MFBC GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

12. Monette Farms Land Limited Partnership ("**MFL LP**"), by its general partner, Monette Farms Land GP Ltd. ("**MFL GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL LP, by its general partner, MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

13. MFL GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the

guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

14. Monette Farms Land II Limited Partnership ("**MFL II LP**"), by its general partner, Monette Farms Land II GP Ltd. ("**MFL II GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II LP, by its general partner, MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

15. MFL II GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

16. DMO Holdings USA, Inc., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by DMO Holdings USA, Inc. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

17. Monette Farms Arizona, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Farms Arizona, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

18. Monette Seeds USA, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Seeds USA, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof); and

19. Monette Produce, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof),

hereby acknowledge the amendments and supplements to the Credit Agreement contained in the Sixth Amending Agreement to which this Acknowledgement is attached and forms a part and confirms that its guarantee described above and the other Security to which it is a party is and shall remain in full force and effect in all respects notwithstanding the Sixth Amending Agreement and the amendments and supplements to the Credit Agreement contained therein and shall continue to exist and apply to all of the Obligations (as defined in such guarantee and other Security), including, without limitation, the obligations, indebtedness and liabilities (present and future, absolute or contingent, matured or not) of the Borrowers and the other Loan Parties to the Beneficiaries under, pursuant or relating to the Credit Agreement, as amended and supplemented by the Sixth Amending Agreement. This Acknowledgement is in addition to and shall not limit, derogate from or otherwise affect the provisions of such guarantee and other Security.

Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF each of the undersigned have executed this Acknowledgment as of the date of the Sixth Amending Agreement.

[The remainder of this page has been intentionally left blank]

DMO HOLDINGS LTD.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

NEXGEN SEEDS LTD.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

MONETTE FARM FAMILY TRUST

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

GOAT'S PEAK WINERY LTD.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS ONTARIO CORP.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

MONETTE SEEDS LTD.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

MONETTE LAND CORP.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LTD.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

MONETTE PRODUCE LTD.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS BC GP LTD.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC GP LTD.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND GP LTD.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

Document Name: Sixth Amending Agreement to Fifth Amended and Restated Credit Agreement.pdf Transaction ID: CBJCHBCAABAAvuM-2oO2r6R9W2-7Rl_p7FiKn5dg7gow

MONETTE FARMS LAND GP LTD.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND II GP LTD.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II GP LTD.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

DMO HOLDINGS USA, INC.

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS ARIZONA, LLC

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

MONETTE SEEDS USA, LLC

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

MONETTE PRODUCE, LLC

By: Darrel Monette (Jun 10, 2025 11:03 MDT)
Name: Darrel Monette
Title: President

EXHIBIT A

OPERATING FACILITY DRAWDOWN LIMITS

See attached.

Adjusted Forecasted Availability (Weeks 3 -13)

CAD million	23-May	30-May	6-Jun	13-Jun	20-Jun	27-Jun	4-Jul	11-Jul	18-Jul	25-Jul	1-Aug	Total	
Forecasted availability and cash	**20.8**	**10.4**	**4.2**	**46.6**	**45.3**	**32.2**	**32.9**	**36.9**	**43.1**	**47.4**	**45.8**	**45.8**	
Less: Asset sales, not yet signed													
Beechcraft Jet	(0.6)	-	-	-	-	-	-	-	-	-	-	(0.6)	
BC Ranches	-	-	-	-	-	-	-	(1.3)	-	-	-	(1.3)	
Colorado	-	-	-	(2.6)	-	-	-	-	-	-	-	(2.6)	
Goat's Peak	-	-	-	-	-	-	-	-	(1.2)	-	-	(1.2)	
Kamsack House	-	-	-	-	-	-	-	-	(1.1)	(0.6)	-	(1.7)	
Crop insurance proceeds	-	(3.3)	-	-	-	-	-	-	-	-	-	(3.3)	
Total reduction in cash flow	**(0.6)**	**(3.3)**	**-**	**(2.6)**	**-**	**-**	**-**	**(1.3)**	**(2.3)**	**(0.6)**	**-**	**(10.6)**	
Adjusted availability without select asset sales	**20.2**	**6.5**	**0.4**	**40.2**	**38.9**	**25.8**	**26.5**	**29.3**	**33.2**	**36.8**	**35.2**	**35.2**	
Less: Proposed $20M repayment				**(20.0)**	**(20.0)**	**(20.0)**	**(20.0)**	**(20.0)**	**(20.0)**	**(20.0)**	**(20.0)**	**(20.0)**	
Net adjusted availability				**20.2**	**18.9**	**5.8**	**6.5**	**9.3**	**13.2**	**16.8**	**15.2**	**15.2**	C
Minimum headroom: $3M				(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	
Net minimum liquidity				**17.2**	**15.9**	**2.8**	**3.5**	**6.3**	**10.2**	**13.8**	**12.2**	**12.2**	
Max operating line limit				176.0	176.0	176.0	176.0	176.0	176.0	176.0	176.0		
Availability on operating line				6.2	4.9	-	-	-	-	2.8	1.2		A
Total draw on operating line				**169.8**	**171.1**	**176.0**	**176.0**	**176.0**	**176.0**	**173.2**	**174.8**		
Max swingline limit				14.0	14.0	14.0	14.0	14.0	14.0	14.0	14.0		
Availability on swingline				14.0	14.0	5.8	6.5	9.3	13.2	14.0	14.0		B
Total draw on swingline				**-**	**-**	**8.2**	**6.5**	**4.7**	**0.8**	**-**	**-**		

Source: Company Reports, PwC Analysis

C= A+ B

- The analysis assumes that excess cash will be swept and paid against the swingline, and that the operating line will be repaid before draws are made on the swingline. Per the table above, the operating line will be drawn up the weeks ended June 20 and June 27th.
- The balances reflected to the left are reflective of week- end balances. There may be further draws or repayments through the week based on timing of collections and payments.

SEVENTH AMENDING AGREEMENT

THIS AGREEMENT is made as of July 30, 2025

BETWEEN:

MONETTE FARMS LTD., a corporation existing under the laws of the Province of Saskatchewan (hereinafter sometimes referred to as the "**Canadian Borrower**"),

– and –

MONETTE FARMS USA, INC., a corporation existing under the laws of the State of Montana (hereinafter sometimes referred to as the "**U.S. Borrower**"),

– and –

DARREL NOEL MONETTE, an individual domiciled in the Province of Saskatchewan and with his primary residence in the Province of Saskatchewan (hereinafter sometimes referred to as the "**Individual Borrower**"),

– and –

THE BANK OF NOVA SCOTIA, FARM CREDIT CANADA, BANK OF MONTREAL, EXPORT DEVELOPMENT CANADA, CANADIAN IMPERIAL BANK OF COMMERCE, ROYAL BANK OF CANADA, THE TORONTO-DOMINION BANK, NATIONAL BANK OF CANADA, CONEXUS CREDIT UNION and such other persons as become parties to the Credit Agreement as lenders (hereinafter referred to collectively as the "**Lenders**" and individually as a "**Lender**"),

– and –

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as agent of the Lenders (hereinafter referred to as the "**Agent**"),

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Swingline Lender,

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Fronting Lender,

WHEREAS the parties hereto have entered into the Credit Agreement;

AND WHEREAS the Agent, on behalf of the Lenders, executed and delivered in favor of the Borrowers a waiver and covenant agreement dated October 31, 2024 which was accepted, acknowledged and agreed to by the Borrowers (the "**Original Waiver**");

AND WHEREAS, in connection with, and as provided for in, the Original Waiver, the parties hereto amended and supplemented certain provisions of the Credit Agreement as set forth in the first amending agreement made as of November 22, 2024 (the "**First Amending Agreement**") between the Borrowers, the Lenders and the Agent to give effect to the Covenant Relief Amendment under and as defined in the Original Waiver;

AND WHEREAS the parties hereto further amended and supplemented certain provisions of the Credit Agreement to, *inter alias*, extend the Covenant Relief Period (as defined in the Credit Agreement) as set forth in the second amending agreement made as of January 31, 2025 between the Borrowers, the Lenders and the Agent(the "**Second Amending Agreement**"), the third amending agreement made as of February 21, 2025 between the Borrowers, the Lenders and the Agent (the "**Third Amending Agreement**"), the Fourth Amending Agreement and the fifth amending agreement made as of May 2, 2025 between the Borrowers, the Lenders and the Agent (the "**Fifth Amending Agreement**") and the sixth amending agreement made as of June 10, 2025 between the Borrowers, the Lenders and the Agent (the "**Sixth Amending Agreement**");

AND WHEREAS the parties hereto have agreed to further amend and supplement certain provisions of the Credit Agreement to, *inter alia*, further extend the Covenant Relief Period as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. Interpretation

1.1 In this Agreement and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"Agreement" means this seventh amending agreement, as amended, modified, supplemented or restated from time to time; and

"Credit Agreement" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March

18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15 2024 between the Borrowers, as borrowers, the Lenders, as lenders, and the Agent, as agent, as amended and supplemented to the date hereof including pursuant to an accordion exercise agreement made as of May 13, 2024, the Original Waiver, the First Amending Agreement. the Second Amending Agreement, the second waiver and covenant agreement dated March 19, 2025 from the Agent, on behalf of the Majority of the Lenders, which was accepted, acknowledged and agreed to by the Borrowers (the "**Second Waiver**"), the Third Amending Agreement, the Fourth Amending Agreement, the Fifth Amending Agreement and the Sixth Amending Agreement.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2. Amendments and Supplements

2.1 Amendment to Definition of "Covenant Relief Period". The definition of "Covenant Relief Period" contained in Section 1.1(1) of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

> ""**Covenant Relief Period**" means the period commencing on October 31, 2024 and continuing up to and including October 31, 2025 (the "**Relief Period Expiry Date**"), which Relief Period Expiry Date may be extended upon the agreement of the Agent and the Lenders, each in their sole discretion.".

2.2 Decrease in Capital Facility. The definition of "Capital Facility" contained in Section 1.1(1) of the Credit Agreement is hereby amended to delete "Cdn.$750,000,000" where it appears in the second line thereof and to substitute therefor, the amount of "Cdn.$721,000,000".

The parties hereto hereby confirm and agree that (a) the maximum principal amount of the Capital Facility is hereby decreased to Cdn.$721,000,000 (including, for certainty, after taking in to account the prior increase in the maximum principal amount of the Capital Facility pursuant to the accordion exercise agreement made as of May 13, 2024) and (b) Drawdowns under the Capital Facility remain suspended as provided for in Section 10.1 of the Fourth Amending Agreement (as amended and supplemented pursuant to the Fifth Amending Agreement and this Agreement).

2.3 ***New Schedule A; Revised Commitments.*** Section 10.3 of the Credit Agreement is hereby amended to delete the existing subparagraph (c) thereof in its entirety and to substitute the following therefor:

> "(c) Minimum Liquidity
>
> It shall maintain, at all times, cash, Cash Equivalents and available Loans (including, for certainty, Swingline Loans) under the Operating Facility (including, for certainty, with reference the Borrowing Base) in the minimum amount of Cdn.$5,000,000 (or the Equivalent Amount thereof in United States Dollars).".

2.4 ***Addition of Mandatory Excess Cash Repayment.*** Section 10.3 of the Credit Agreement is hereby amended to add the following new subparagraph (d) thereto:

> "(d) Mandatory Excess Cash Repayment
>
> If, as at 2:30 p.m. (mountain time) on any Banking Day, the Borrowers and the other Loan Parties have any cash or Cash Equivalents, in aggregate and when taken as a whole, in excess of Cdn.$10,000,000 (or the Equivalent Amount thereof in United States Dollars), then, within three Banking Days, the Borrowers shall repay Outstanding Principal under the Operating Facility in an amount equal to the lesser of (i) Cdn.$5,000,000 and (ii) the Outstanding Principal under the Operating Facility (excluding Swingline Loans).".

2.5 ***Confirmation of Mandatory Excess Cash Repayment.*** Section 2.16 of the Credit Agreement is hereby amended to add the following new subparagraph (7) thereto:

> "(7) In addition to and without limiting any other provision hereof, the Borrowers hereby covenant and agree to make the mandatory repayments required pursuant to Section 10.3(d) hereof (the "**Excess Sweep Payments**") and, in connection with the forgoing, the Borrowers hereby authorize and direct the Agent to effect such repayments from cash and

Cash Equivalents of the Borrowers and the other Loan Parties, as applicable.".

2.6 Suspension of Operating Facility. Section 7.1 of the Fifth Amending Agreement (as previously amended pursuant to the Sixth Amending Agreement) is hereby deleted in its entirety and the following is substituted therefor:

"7.1 ***Drawdown Provision.*** Each of the parties hereto expressly agrees, acknowledges, confirms and accepts that, notwithstanding any provision of the Credit Agreement (and, for certainty, in addition to the suspension of Drawdowns under the Capital Facility as provided for in Section 10.1 of the Fourth Amending Agreement which shall remain operative), from and after the date hereof, notwithstanding any provision of the Credit Agreement, no further Drawdowns under the Operating Facility shall be permitted without the express prior consent of the Agent and the Operating Facility Lenders except for (a) Swingline Loans in compliance with the Credit Agreement, (b) aggregate Drawdowns not exceeding the sum of total repayments of Outstanding Principal in connection with Excess Sweep Payments from and after the date hereof and, for certainty, to the extent the conditions precedent in Section 3.1 of the Credit Agreement are satisfied in connection therewith and (c) a single Drawdown of Canadian Prime Rate Loans, not exceeding Cdn.$3,250,000, shall be permitted to the extent the 2024 Saskatchewan Crop Insurance Corporation payment has not been received and liquidity is required pursuant to most recently delivered cash flow modeling (the "**Permitted Drawdown**") and, for certainty, to the extent the conditions precedent in Section 3.1 of the Credit Agreement are satisfied in connection therewith.".

2.7 ***Revision to General Consents to Dispositions.*** Section 5.1 of the Sixth Amending Agreement is hereby deleted in its entirety and the following is substituted therefor:

"5.1 General Consents to Dispositions. The Agent and the Lenders hereby consent to (a) the dispositions by Loan Parties provided for in the Fully Funded Cash Flow Model during the period prior to the Relief Period Expiry Date (the "**Subject Dispositions**") provided that (i) each disposition is made on arm's length terms, (ii) each disposition is settled and paid in cash, (iii) the net proceeds (net of all reasonable adjustments, including commissions, and legal fees) of each disposition is not less than the amounts provided for in the Fully Funded Cash Flow Model and (iv) promptly upon receipt thereof (except in respect of the net proceeds from (1) the disposition of the Montana – Box Elder/Havre Assets which shall be subject to Section 2.4 hereof and (2) and the disposition of Little Fort BC lands sold at auction on May 21, 2025), the net proceeds (net of reasonable adjustments for commissions and legal fees) shall be distributed to the Agent to repay Outstanding Principal under the Capital

Facility in the amount equal to such net proceeds (for certainty, with a corresponding decrease in Capital Facility Commitments) and, in each case, the Borrowers hereby authorize and direct the Agent to distribute the proceeds in such regard promptly upon receipt thereof and (b) the release of the Security in assets disposed of pursuant to the Subject Dispositions and expressly authorize the Agent to execute and deliver any no interest letters, other instruments and discharges required in connection therewith.".

2.8 ***Revision to Approval of Capital Expenditures.*** Section 6.1 of the Sixth Amending Agreement is hereby deleted in its entirety and the following is substituted therefor:

"6.1 ***Approval of Capital Expenditures.*** The Agent and the Lenders hereby confirm and agree that (a) the Capital Expenditures detailed in the Intermediate Plan (including any supplements delivered thereto prior to the date hereof) and the rolling 13-week consolidated cash flow forecast delivered on July 18, 2025 and (b) additional Capital Expenditures (i) in the aggregate maximum amount of Cdn.$750,000 (or the Equivalent Amount thereof) in connection with the purchase of feed trucks net of the sale of used tractors and feed wagons and the related buying out of associated leases in connection with the access of accrued equity and (ii) in the aggregate maximum amount of Cdn.$1,600,000 (or the Equivalent Amount thereof) in connection with the purchase of replacement air drills (to be purchased in replacement of two aged air drills previously sold generating proceeds of $1,800,000) are approved and permitted pursuant to Section 10.3.1(c)(c) of the Credit Agreement.".

2.9 Revision to Covenant Relief Period Reporting. Section 10.3.1(i) of the Credit Agreement is hereby amended to delete subparagraph (ii) thereof it in its entirety and to substitute the following therefor:

"(ii)

(A) commencing on April 18, 2025, on or prior to each of the first and third Friday of each calendar month, the rolling 13-week consolidated cash flow forecast and projections for the Loan Parties together with a (1) summary of actual to budget variance report and (2) on or prior to the third Friday in each calendar month only, a schedule detailing the information required pursuant to subparagraphs (a), (b), (c) and (f) of the definition of "Borrowing Base Certificate" as of the last day of the preceding month end;

(B) on or before August 30, 2025, a combined and consolidated business plan and fully integrated financial model on a "fully funded basis" for the period ending October 31, 2026 (the "**2026 Initial Business Plan**"), prepared on a monthly basis including,

without limitation, a combined and consolidated balance sheet, income statement and statement of cash flows for the Canadian Borrower prepared with assistance of the Borrower's Financial Advisor and which 2026 Initial Business Plan shall be in form and substance satisfactory to the Agent and the Lenders' Financial Advisor and shall include, without limitation, the following:

i. working capital optimization and management detailing the forecasted cash requirements through the period ending October 31, 2026;

ii. identification and implementation of operational management strategies for each business line;

iii. details and timelines for implementation its "Long-term Plan" provided to the Lenders in the supplement to the Intermediate Plan detailing the financial impact of each alternatives in "Long-term Plan" against the 2026 Initial Business Plan;

iv. *pro forma* calculation of the financial covenants contained in Section 10.3(a) and (b);

v. detailing multiple scenarios for baseline approach, equity recapitalization and deleveraging of the base line; and

vi. details of remuneration and distributions to the Individual Borrower required to service Debt of the Individual Borrower;

(C) commencing on August 1, 2025, on or prior to each of the first and third Friday of each calendar month, a management discussion and analysis in form and substance satisfactory to the Agent and the Lenders' Financial Advisor, including, without limitation, updates for (i) crop production with highlights on the impact of weather conditions across all applicable farms and regions; (ii) any material revisions to the Intermediate Plan and the supplements thereto and the most recently delivered rolling 13-week consolidated cash flow forecast; and (iii) activities undertaken for (1) asset monetization (marketing strategies, listing details, engagement of 3rd party advisors, identification of potential lease back transactions, etc.), (2) raising capital (strategic process updates including indication of any expressions of interest or letters of intent from the Canadian Borrower' capital market advisor), (3) any alternative refinancing proposals and marketing materials distributed by the Canadian Borrower's capital market advisor

with respect to the raising of capital to the Agent and the Lenders' Financial Advisor;

(D) on or before August 30, 2025 either (i) an equity letter of intent (the "**Equity LOI**") demonstrating a commitment from investors to invest or provide additional equity capital to the Borrowers and Loan Parties or (ii) failing the delivery of an Equity LOI, a strategic long term contingency plan detailing, without limitation, a schedule for the sale and disposition of assets, consistent with Section 10.3.1(i)(ii)(B) satisfactory to the Agent and the Lenders' Financial Advisor;

(E) any written expression of interest or letter of intent received in respect of any debt, equity or other investment in the Loan Parties within 1 Banking Day or receipt thereof; and

(F) (i) on or before August 15, 2025, an updated personal statement of affairs of the Individual Borrower (including details of personal assets having a value of more than Cdn. $100,000 or the Equivalent Amount thereof) together with filed income tax returns and (ii) promptly upon receipt thereof, all tax assessment documentation for the tax year ending December 31, 2024.".

2.10 ***Additional Covenant re: Borrower Participation.*** Section 10.3.1(i) of the Credit Agreement is hereby amended to add the following new subparagraph (j) thereto immediately after the existing subparagraph (i):

"(j) it shall, and shall cause each of the other Loan Parties and their advisors, as the case may be, if requested by the Agent, to participate on conference calls (or similar type meetings) with the Agent and the Lenders, the Lenders' Financial Advisor and/or any non-legal advisors as maybe determined by the Agent from time to time.".

3. Confirmations

3.1 ***Confirmation of Event of Default.*** Each of the parties hereto including, for certainty, the Borrowers, hereby expressly agrees, acknowledges, confirms and accepts that if either:

(a) the Relief Period Expiry Date is not further extended on or before the Relief Period Expiry Date upon the agreement of the Agent and the Lenders, each in their sole discretion; or

(b) any Borrower or any other Loan Party agrees to or otherwise executes, delivers, counter-signs, consents to or otherwise legally agrees to any written expression of interest or letter of intent received in respect of any debt, equity or other investment in the Loan Parties without the prior written consent of the Majority of the Lenders,

an immediate Event of Default shall result and, in such circumstance, the Agent and the Lenders shall retain all rights and remedies provided for in the Credit Agreement and each of the other Documents in connection with an Event of Default.

4. Mandatory Repayments

4.1 ***Mandatory Repayment Deferrals.*** Each of the Lenders hereby agrees that the scheduled repayments of Outstanding Principal under the Capital Facility required pursuant to Section 2.15(2)(a) of the Credit Agreement by the Canadian Borrower and the U.S. Borrower to the Agent, on behalf of the Capital Facility Lenders, in an amount equal to 1.25% of the Outstanding Principal under the Capital Facility on the Quarter Ends of January 31, 2025, April 30, 2025 and July 31, 2025 (the "**Specified Quarter End Repayments**") shall each be and is hereby deferred and the Specified Quarter End Repayments shall each be required to be made on or before the Relief Period Expiry Date and the Borrower hereby confirms, agrees and acknowledges that the deferral pursuant to this Section 4.1 shall only apply to the Specified Quarter End Repayments.

4.2 ***Mandatory Repayment re: Crop Insurance Proceeds*** To the extent a Permitted Drawdown was advanced, the Borrower shall repay Outstanding Principal under the Operating Facility in the minimum amount of greater of (a) the amount of the Permitted Drawdown and (b) Cdn.$3,250,000 (for certainty, without a corresponding decrease in Operating Facility Commitments) promptly upon receipt of proceeds in connection with the Saskatchewan Crop Insurance Corporation payment being received.

5. Extension of Covenant Relief Period Amendments.

5.1 ***Extension of Covenant Relief Period Amendments.*** Each of the parties hereto expressly agrees, acknowledges and confirms that, notwithstanding the lead in to Section 10.3.1 of the Credit Agreement (or any other provision of the Credit Agreement), each of the covenants and agreements contained in Section 10.3.1 of the Credit Agreement shall continue to apply, and be applicable to the Borrowers and the other Loan Parties, after expiry of the Covenant Relief Period and until written notice of their non-application is provided by the Agent to the Canadian Borrower.

6. Fees

6.1 ***Amendment Fees.*** The Canadian Borrower agrees to pay to the Agent, for each Lender, an amendment fee of Cdn.$15,000.

7. Representations and Warranties

The Canadian Borrower and the U.S. Borrower each hereby represents and warrants to the Agent and to each Lender, and each such Borrower acknowledges and confirms that the Agent and each Lender are relying upon such representations and warranties, as follows:

(a) Capacity, Power and Authority

(i) It is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all the requisite corporate capacity, power and authority to carry on its business as presently conducted and to own its property; and

(ii) It has the requisite corporate capacity, power and authority to execute and deliver this Agreement.

(b) Authorization; Enforceability

It has taken or caused to be taken all necessary action to authorize, and has duly executed and delivered, this Agreement, and this Agreement is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, winding up, insolvency, moratorium or other laws of general application affecting the enforcement of creditors' rights generally and to the equitable and statutory powers of the courts having jurisdiction with respect thereto.

(c) Compliance With Other Instruments

The execution, delivery and performance by each such Borrower of this Agreement and the consummation of the transactions contemplated herein do not conflict with, result in any breach or violation of, or constitute a default under the terms, conditions or provisions of the charter or constating documents or by-laws of, or any unanimous shareholder agreement relating to, each such Borrower or of any law, regulation, judgment, decree or order binding on or applicable to each such Borrower or to which its property is subject or of any material agreement, lease, licence, permit or other instrument to which each such Borrower is a party or is otherwise bound or by which each such Borrower benefits or to which its property, assets and undertaking is subject and do not require the consent or approval of any Governmental Authority or any other party of which the failure to have received or obtained would have or would reasonably be expected to have a Material Adverse Effect.

(d) No Default

No Default or Event of Default has occurred or is continuing.

(e) Credit Agreement Representations and Warranties

Each of the representations and warranties of the Canadian Borrower and the U.S. Borrower set forth in Article 9 of the Credit Agreement is true and accurate in all respects as of the date hereof.

The representations and warranties set out herein shall survive the execution and delivery of this Agreement and the making of each Drawdown under the Credit Agreement, notwithstanding any investigations or examinations which may be made by or on behalf of the Agent, the Lenders or Lenders' Counsel. Such representations and warranties shall survive until the Credit Agreement has been terminated.

8. Conditions Precedent

The amendments and supplements to the Credit Agreement contained in Section 2, and the other provisions hereof, shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

(a) the Borrowers shall have paid to the Agent, for the benefit of the Lenders, the fees required to be paid pursuant to Section 6 hereof and any other fees agreed to by any Borrower and any of the Lenders, the Agent or the Lead Arranger in connection herewith;

(b) (i) no Default or Event of Default shall have occurred and be continuing or would occur immediately after giving effect hereto, (ii) the representations and warranties set forth in Section 9.1 of the Credit Agreement shall be true and accurate in all respects other than any such representation and warranty which expressly speaks as of an earlier date, (iii) no consents, approvals or authorizations are required in connection with the amendments effected pursuant hereto (except as have been unconditionally obtained and are in full force and effect, unamended) and (iv) no event shall have occurred since October 31, 2024 that would reasonably be expected to have a Material Adverse Effect and, in each case, the Canadian Borrower shall have delivered to the Agent an Officer's Certificate certifying the same to the Agent;

(c) each Loan Party that has provided a guarantee and/or Security (other than the Borrowers) shall have executed and delivered the Acknowledgment attached hereto; and

(d) all reasonable fees and out-of-pocket costs and expenses of Lenders' Counsel and all other legal counsel to the Agent in each applicable jurisdiction including, for certainty but without limitation, Dentons Canada LLP (on a solicitor-client full indemnity basis) shall have been paid, or arrangements acceptable to such legal counsel have been made with respect thereto.

The foregoing conditions precedent are inserted for the sole benefit of the Lenders and the Agent and may be waived in writing by the Lenders, in whole or in part (with or without terms and conditions).

9. Confirmation of Credit Agreement and other Documents

The Credit Agreement and the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and the Credit Agreement, as amended and supplemented by this Agreement, and each of the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) is hereby ratified and confirmed and shall, from and after the date hereof, continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the satisfaction of the conditions precedent set forth in Section 8 hereof).

10. Release

In consideration of the agreements and consents of the Agent and the Lenders and the other provisions under this Agreement and for other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), each of the Borrowers, on behalf of itself, its Subsidiaries and Affiliates and all of their respective officers, directors, employees, agents, successors and assigns and anyone claiming through or under them (collectively, the "**Releasors**"), do hereby release, remise and forever discharge the Agent and the Lenders (including their respective Affiliates, associates, holding bodies corporate and subsidiaries and all officers, directors, employees, agents, successors and assigns and anyone claiming through or under it) of and from any and all claims and demands of every nature and kind at law or in equity or under any statute, actions, causes of action, suits, debts, dues, sums of money, damages, losses, indemnities and costs, which the Releasors or any one or more of them now have or ever had, can, shall or may have in respect of or in any way arising out of or related to the dealings or transactions in respect of the Credit Agreement, the Security, any other Document, this Agreement and any dealings with any of the Releasors relating to the Obligations, Bank Product Obligations, Lender Financial Instrument Obligations and the Security, prior to the date hereof except for any obligations arising out of or related to this Agreement (collectively, the "**Released Claims**"), provided that such Released Claims shall not include any claims and demands to the extent they are determined by a court of competent jurisdiction by final and non-appealable judgement to have resulted from the gross negligence or wilful misconduct of the Agent or the Lenders. The releases granted under this Section shall survive the termination of this Agreement.

11. Further Assurances

The Borrowers, the Lenders and the Agent shall promptly cure any default by them in the execution and delivery of this Agreement, the other Documents or any of the agreements provided for hereunder to which it is a party. The Borrowers, at their own expense, shall promptly execute and deliver to the Agent, upon request by the Agent, all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for the Borrowers' compliance with, or accomplishment of the covenants and agreements of the Borrowers hereunder or more fully to state the obligations of the Borrowers as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith. The

Agent and the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent and the Lenders to give effect to the foregoing.

12. Enurement

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns in accordance with the Credit Agreement.

13. Counterparts; Electronic Execution

This Agreement and the other Documents may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or any other Document to produce or account for more than one such counterpart. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Document. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Agreement or any other Document shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), *the Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

MONETTE FARMS LTD.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS USA, INC.

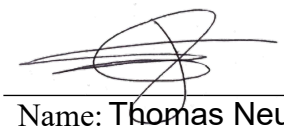
By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

Russel Monette
Witness: Russel Monette

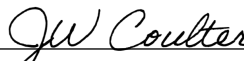
By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
DARREL NOEL MONETTE

LENDERS:

THE BANK OF NOVA SCOTIA

By: 

Name: Thomas Neufeld
Title: Director

By: 

Name: Jason Coulter
Title: Director

FARM CREDIT CANADA

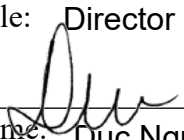
By: Olivia Chmelowski
Name: Olivia Chmelowski
Title: Corporate Financing Associate - Loan Syndications

By: _____
Name:
Title:

BANK OF MONTREAL

By: 

Name: Daniel To
Title: Director

By: 

Name: Duc Nguyen
Title: Director, SAMU

EXPORT DEVELOPMENT CANADA

By: _____
Name: Miranda Friesen
Title: Senior Associate

By: _____
Name: Mohammad Khan
Title: Financing Manager

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Supriya Sarin
Title: Authorized Signatory

By: _____
Name: Devang Shah
Title: Authorized Signatory

ROYAL BANK OF CANADA



By: _____

Name: Cameron Bailey
Title: Senior Director - SLAS

By: _____

Name:
Title:

THE TORONTO-DOMINION BANK

By: 

Name: Henry Wang
Title: Associate Director

By: 

Name: Jolene Mancini-McConnell
Title: Associate Vice President, National Accounts

NATIONAL BANK OF CANADA

By: Dean Chan

Name: Dean Chan
Title: VP, SAMU

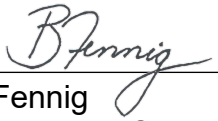
By:

Name: Moneeb Hussain
Title: Snr. Manager, SAMU

CONEXUS CREDIT UNION

By: 

Name: Neil Cooper
Title: Chief Financial Officer

By: 

Name: Brad Fennig
Title: Vice President, Credit Risk

SWINGLINE LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter
Title: Director

FRONTING LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter
Title: Director

AGENT:

THE BANK OF NOVA SCOTIA,
in its capacity as the Agent

By: _____
Name: Voula Karidis
Title: Managing Director

By: _____
Name: Venita Ramjattan
Title: Associate

ACKNOWLEDGMENT

For valuable consideration, the receipt of which is hereby acknowledged, each of:

1. DMO Holdings Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by DMO Holdings Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

2. Monette Farm Family Trust, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the limited recourse guarantee hereinafter referred to) to the Beneficiaries (as defined in the limited recourse guarantee hereinafter referred to), pursuant to a limited recourse guarantee made as of December 5, 2018 by Monette Farm Family Trust in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

3. Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

4. NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of February 1, 2019 by NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

5. Monette Farms Ontario Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 16, 2020 by Monette Farms Ontario Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

6. Monette Seeds Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of October 27, 2022 by Monette Seeds Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

7. Monette Land Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Land Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

8. Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

9. Monette Produce Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

10. Monette Farms BC Limited Partnership ("**MFBC LP**"), by its general partner, Monette Farms BC GP Ltd. ("**MFBC GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC LP, by its general partner, MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

11. MFBC GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

12. Monette Farms Land Limited Partnership ("**MFL LP**"), by its general partner, Monette Farms Land GP Ltd. ("**MFL GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL LP, by its general partner, MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

13. MFL GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the

guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

14. Monette Farms Land II Limited Partnership ("**MFL II LP**"), by its general partner, Monette Farms Land II GP Ltd. ("**MFL II GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II LP, by its general partner, MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

15. MFL II GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

16. DMO Holdings USA, Inc., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by DMO Holdings USA, Inc. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

17. Monette Farms Arizona, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Farms Arizona, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

18. Monette Seeds USA, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Seeds USA, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof); and

19. Monette Produce, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof),

hereby acknowledge the amendments and supplements to the Credit Agreement contained in the Seventh Amending Agreement to which this Acknowledgement is attached and forms a part and confirms that its guarantee described above and the other Security to which it is a party is and shall remain in full force and effect in all respects notwithstanding the Seventh Amending Agreement and the amendments and supplements to the Credit Agreement contained therein and shall continue to exist and apply to all of the Obligations (as defined in such guarantee and other Security), including, without limitation, the obligations, indebtedness and liabilities (present and future, absolute or contingent, matured or not) of the Borrowers and the other Loan Parties to the Beneficiaries under, pursuant or relating to the Credit Agreement, as amended and supplemented by the Seventh Amending Agreement. This Acknowledgement is in addition to and shall not limit, derogate from or otherwise affect the provisions of such guarantee and other Security.

Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF each of the undersigned have executed this Acknowledgment as of the date of the Seventh Amending Agreement.

[The remainder of this page has been intentionally left blank]

DMO HOLDINGS LTD.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

NEXGEN SEEDS LTD.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE FARM FAMILY TRUST

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

GOAT'S PEAK WINERY LTD.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS ONTARIO CORP.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE SEEDS LTD.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE LAND CORP.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LTD.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE PRODUCE LTD.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS BC GP LTD.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC GP LTD.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND GP LTD.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND GP LTD.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND II GP LTD.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II GP LTD.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

DMO HOLDINGS USA, INC.

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS ARIZONA, LLC

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE SEEDS USA, LLC

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

MONETTE PRODUCE, LLC

By: Darrel Monette (Jul 29, 2025 18:37:55 MDT)
Name: Darrel Monette
Title: President

SCHEDULE A

SCHEDULE A

LENDERS AND COMMITMENTS

Lender	Operating Facility (Cdn.$)	Capital Facility (Cdn.$)
The Bank of Nova Scotia	**39,838,711.00**	**142,455,644.91**
Farm Credit Canada	**37,903,226.00**	**134,804,966.86**
Royal Bank of Canada	**31,935,484.00**	**126,236,205.31**
Export Development Canada	**23,225,806.00**	**91,808,149.83**
Canadian Imperial Bank of Commerce	**13,548,387.00**	**53,554,754.91**
Bank of Montreal	**11,612,903.00**	**45,904,074.92**
The Toronto-Dominion Bank	**11,612,903.00**	**45,904,074.92**
Conexus Credit Union	**11,612,903.00**	**45,904,074.92**
National Bank of Canada	**8,709,677.00**	**34,428,056.43**
Total	190,000,000	721,000,000

EIGHTH AMENDING AGREEMENT

THIS AGREEMENT is made as of October 31, 2025

BETWEEN:

MONETTE FARMS LTD., a corporation existing under the laws of the Province of Saskatchewan (hereinafter sometimes referred to as the "**Canadian Borrower**"),

– and –

MONETTE FARMS USA, INC., a corporation existing under the laws of the State of Montana (hereinafter sometimes referred to as the "**U.S. Borrower**"),

– and –

DARREL NOEL MONETTE, an individual domiciled in the Province of Saskatchewan and with his primary residence in the Province of Saskatchewan (hereinafter sometimes referred to as the "**Individual Borrower**"),

– and –

THE BANK OF NOVA SCOTIA, FARM CREDIT CANADA, BANK OF MONTREAL, EXPORT DEVELOPMENT CANADA, CANADIAN IMPERIAL BANK OF COMMERCE, ROYAL BANK OF CANADA, THE TORONTO-DOMINION BANK, NATIONAL BANK OF CANADA, CONEXUS CREDIT UNION and such other persons as become parties to the Credit Agreement as lenders (hereinafter referred to collectively as the "**Lenders**" and individually as a "**Lender**"),

– and –

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as agent of the Lenders (hereinafter referred to as the "**Agent**"),

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Swingline Lender,

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Fronting Lender,

WHEREAS the parties hereto have entered into the Credit Agreement;

AND WHEREAS the Agent, on behalf of the Lenders, executed and delivered in favor of the Borrowers a waiver and covenant agreement dated October 31, 2024 which was accepted, acknowledged and agreed to by the Borrowers (the "**Original Waiver**");

AND WHEREAS, in connection with, and as provided for in, the Original Waiver, the parties hereto amended and supplemented certain provisions of the Credit Agreement as set forth in the first amending agreement made as of November 22, 2024 (the "**First Amending Agreement**") between the Borrowers, the Lenders and the Agent to give effect to the Covenant Relief Amendment under and as defined in the Original Waiver;

AND WHEREAS the parties hereto further amended and supplemented certain provisions of the Credit Agreement to, *inter alias*, extend the Covenant Relief Period (as defined in the Credit Agreement) as set forth in the second amending agreement made as of January 31, 2025 between the Borrowers, the Lenders and the Agent(the "**Second Amending Agreement**"), the third amending agreement made as of February 21, 2025 between the Borrowers, the Lenders and the Agent (the "**Third Amending Agreement**"), the Fourth Amending Agreement and the fifth amending agreement made as of May 2, 2025 between the Borrowers, the Lenders and the Agent (the "**Fifth Amending Agreement**"), the sixth amending agreement made as of June 10, 2025 between the Borrowers, the Lenders and the Agent (the "**Sixth Amending Agreement**") and the seventh amending agreement made as of July 30, 2025 between the Borrowers, the Lenders and the Agent (the "**Seventh Amending Agreement**");

AND WHEREAS the parties hereto have agreed to further amend and supplement certain provisions of the Credit Agreement to, *inter alia*, further extend the Covenant Relief Period as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. Interpretation

1.1 In this Agreement and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"Agreement" means this eighth amending agreement, as amended, modified, supplemented or restated from time to time; and

"Credit Agreement" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further

amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15 2024 between the Borrowers, as borrowers, the Lenders, as lenders, and the Agent, as agent, as amended and supplemented to the date hereof including pursuant to an accordion exercise agreement made as of May 13, 2024, the Original Waiver, the First Amending Agreement. the Second Amending Agreement, the second waiver and covenant agreement dated March 19, 2025 from the Agent, on behalf of the Majority of the Lenders, which was accepted, acknowledged and agreed to by the Borrowers (the "**Second Waiver**"), the Third Amending Agreement, the Fourth Amending Agreement, the Fifth Amending Agreement, the Sixth Amending Agreement and the Seventh Amending Agreement.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2. Amendments and Supplements

2.1 Amendment to Definition of "Covenant Relief Period". The definition of "Covenant Relief Period" contained in Section 1.1(1) of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

> ""**Covenant Relief Period**" means the period commencing on October 31, 2024 and continuing up to and including November 7, 2025 (the "**Relief Period Expiry Date**"), which Relief Period Expiry Date may be extended upon the agreement of the Agent and the Lenders, each in their sole discretion.".

3. Confirmations

3.1 ***Confirmation of Event of Default.*** Each of the parties hereto including, for certainty, the Borrowers, hereby expressly agrees, acknowledges, confirms and accepts that if either:

(a) the Relief Period Expiry Date is not further extended on or before the Relief Period Expiry Date upon the agreement of the Agent and the Lenders, each in their sole discretion; or

(b) any Borrower or any other Loan Party agrees to or otherwise executes, delivers, counter-signs, consents to or otherwise legally agrees to any written expression of

interest or letter of intent received in respect of any debt, equity or other investment in the Loan Parties without the prior written consent of the Majority of the Lenders,

an immediate Event of Default shall result and, in such circumstance, the Agent and the Lenders shall retain all rights and remedies provided for in the Credit Agreement and each of the other Documents in connection with an Event of Default.

4. Mandatory Repayments

4.1 ***Mandatory Repayment Deferrals.*** Each of the Lenders hereby agrees that the scheduled repayments of Outstanding Principal under the Capital Facility required pursuant to Section 2.15(2)(a) of the Credit Agreement by the Canadian Borrower and the U.S. Borrower to the Agent, on behalf of the Capital Facility Lenders, in an amount equal to 1.25% of the Outstanding Principal under the Capital Facility on the Quarter Ends of January 31, 2025, April 30, 2025, July 31, 2025 and October 31, 2025 (the "**Specified Quarter End Repayments**") shall each be and is hereby deferred and the Specified Quarter End Repayments shall each be required to be made on or before the Relief Period Expiry Date and the Borrower hereby confirms, agrees and acknowledges that the deferral pursuant to this Section 4.1 shall only apply to the Specified Quarter End Repayments.

5. Extension of Covenant Relief Period Amendments.

5.1 ***Extension of Covenant Relief Period Amendments.*** Each of the parties hereto expressly agrees, acknowledges and confirms that, notwithstanding the lead in to Section 10.3.1 of the Credit Agreement (or any other provision of the Credit Agreement), each of the covenants and agreements contained in Section 10.3.1 of the Credit Agreement shall continue to apply, and be applicable to the Borrowers and the other Loan Parties, after expiry of the Covenant Relief Period and until written notice of their non-application is provided by the Agent to the Canadian Borrower.

6. Representations and Warranties

The Canadian Borrower and the U.S. Borrower each hereby represents and warrants to the Agent and to each Lender, and each such Borrower acknowledges and confirms that the Agent and each Lender are relying upon such representations and warranties, as follows:

(a) Capacity, Power and Authority

(i) It is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all the requisite corporate capacity, power and authority to carry on its business as presently conducted and to own its property; and

(ii) It has the requisite corporate capacity, power and authority to execute and deliver this Agreement.

(b) Authorization; Enforceability

It has taken or caused to be taken all necessary action to authorize, and has duly executed and delivered, this Agreement, and this Agreement is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, winding up, insolvency, moratorium or other laws of general application affecting the enforcement of creditors' rights generally and to the equitable and statutory powers of the courts having jurisdiction with respect thereto.

(c) Compliance With Other Instruments

The execution, delivery and performance by each such Borrower of this Agreement and the consummation of the transactions contemplated herein do not conflict with, result in any breach or violation of, or constitute a default under the terms, conditions or provisions of the charter or constating documents or by-laws of, or any unanimous shareholder agreement relating to, each such Borrower or of any law, regulation, judgment, decree or order binding on or applicable to each such Borrower or to which its property is subject or of any material agreement, lease, licence, permit or other instrument to which each such Borrower is a party or is otherwise bound or by which each such Borrower benefits or to which its property, assets and undertaking is subject and do not require the consent or approval of any Governmental Authority or any other party of which the failure to have received or obtained would have or would reasonably be expected to have a Material Adverse Effect.

(d) No Default

No Default or Event of Default has occurred or is continuing.

(e) Credit Agreement Representations and Warranties

Each of the representations and warranties of the Canadian Borrower and the U.S. Borrower set forth in Article 9 of the Credit Agreement is true and accurate in all respects as of the date hereof.

The representations and warranties set out herein shall survive the execution and delivery of this Agreement and the making of each Drawdown under the Credit Agreement, notwithstanding any investigations or examinations which may be made by or on behalf of the Agent, the Lenders or Lenders' Counsel. Such representations and warranties shall survive until the Credit Agreement has been terminated.

7. Conditions Precedent

The amendments and supplements to the Credit Agreement contained in Section 2, and the other provisions hereof, shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

(a) (i) no Default or Event of Default shall have occurred and be continuing or would occur immediately after giving effect hereto, (ii) the representations and

warranties set forth in Section 9.1 of the Credit Agreement shall be true and accurate in all respects other than any such representation and warranty which expressly speaks as of an earlier date, (iii) no consents, approvals or authorizations are required in connection with the amendments effected pursuant hereto (except as have been unconditionally obtained and are in full force and effect, unamended) and (iv) no event shall have occurred since October 31, 2024 that would reasonably be expected to have a Material Adverse Effect and, in each case, the Canadian Borrower shall have delivered to the Agent an Officer's Certificate certifying the same to the Agent;

(b) each Loan Party that has provided a guarantee and/or Security (other than the Borrowers) shall have executed and delivered the Acknowledgment attached hereto; and

(c) all reasonable fees and out-of-pocket costs and expenses of Lenders' Counsel and all other legal counsel to the Agent in each applicable jurisdiction including, for certainty but without limitation, Dentons Canada LLP (on a solicitor-client full indemnity basis) shall have been paid, or arrangements acceptable to such legal counsel have been made with respect thereto.

The foregoing conditions precedent are inserted for the sole benefit of the Lenders and the Agent and may be waived in writing by the Lenders, in whole or in part (with or without terms and conditions).

8. Confirmation of Credit Agreement and other Documents

The Credit Agreement and the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and the Credit Agreement, as amended and supplemented by this Agreement, and each of the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) is hereby ratified and confirmed and shall, from and after the date hereof, continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the satisfaction of the conditions precedent set forth in Section 7 hereof).

9. Release

In consideration of the agreements and consents of the Agent and the Lenders and the other provisions under this Agreement and for other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), each of the Borrowers, on behalf of itself, its Subsidiaries and Affiliates and all of their respective officers, directors, employees, agents, successors and assigns and anyone claiming through or under them (collectively, the "**Releasors**"), do hereby release, remise and forever discharge the Agent and the Lenders (including their respective Affiliates, associates, holding bodies corporate and subsidiaries and all officers, directors, employees, agents, successors and assigns and anyone claiming through or under it) of and from any and all claims and demands of every nature and kind at law or in equity

or under any statute, actions, causes of action, suits, debts, dues, sums of money, damages, losses, indemnities and costs, which the Releasors or any one or more of them now have or ever had, can, shall or may have in respect of or in any way arising out of or related to the dealings or transactions in respect of the Credit Agreement, the Security, any other Document, this Agreement and any dealings with any of the Releasors relating to the Obligations, Bank Product Obligations, Lender Financial Instrument Obligations and the Security, prior to the date hereof except for any obligations arising out of or related to this Agreement (collectively, the "**Released Claims**"), provided that such Released Claims shall not include any claims and demands to the extent they are determined by a court of competent jurisdiction by final and non-appealable judgement to have resulted from the gross negligence or wilful misconduct of the Agent or the Lenders. The releases granted under this Section shall survive the termination of this Agreement.

10. Further Assurances

The Borrowers, the Lenders and the Agent shall promptly cure any default by them in the execution and delivery of this Agreement, the other Documents or any of the agreements provided for hereunder to which it is a party. The Borrowers, at their own expense, shall promptly execute and deliver to the Agent, upon request by the Agent, all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for the Borrowers' compliance with, or accomplishment of the covenants and agreements of the Borrowers hereunder or more fully to state the obligations of the Borrowers as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith. The Agent and the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent and the Lenders to give effect to the foregoing.

11. Enurement

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns in accordance with the Credit Agreement.

12. Counterparts; Electronic Execution

This Agreement and the other Documents may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or any other Document to produce or account for more than one such counterpart. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Document. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Agreement or any other Document shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and

as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), *the Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

MONETTE FARMS LTD.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)

Name: Darrel Monette
Title: President

MONETTE FARMS USA, INC.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)

Name: Darrel Monette
Title: President

Witness:
David Kemp

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)

DARREL NOEL MONETTE

LENDERS:

THE BANK OF NOVA SCOTIA

By: _____

Name: Thomas Neufeld
Title: Director

By: _____

Name: Jason Coulter
Title: Director

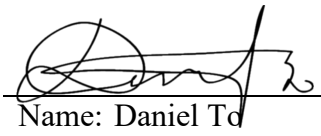
FARM CREDIT CANADA

By: Olivia Chmelowski
Name: Olivia Chmelowski
Title: Corporate Finance Associate

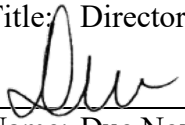
By:
Name: Dale Snider, Senior Corporate & Commerical
Title: Account Manager, Speical Credit

Sensitivity: Confidential

BANK OF MONTREAL

By: 

Name: Daniel To
Title: Director

By: 

Name: Duc Nguyen
Title: Director

EXPORT DEVELOPMENT CANADA

By: _____

Name: Mohammad Khan
Title: Financing Manager

By: _____

Name: Miranda Friesen
Title: Sr. Associate

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: Supriya Sarin
Title: Authorized Signatory

By: _____

Name: Devang Shah
Title: Authorized Signatory

ROYAL BANK OF CANADA

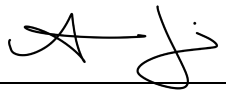
By: 

Name: Cameron Bailey
Title: Senior Director - SLAS

By: _____

Name:
Title:

THE TORONTO-DOMINION BANK

By: 

Name: Andrea Jamnisek
Title: Director, Financial Restructuring Group

By: 

Name: Xiaoyu Jia
Title: Associate Director, Financial Restructuring Group

NATIONAL BANK OF CANADA

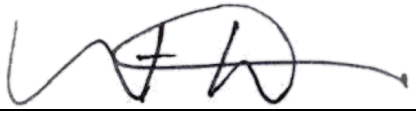
By: Dean Chan

Name: Dean Chan
Title: VP, SAMU

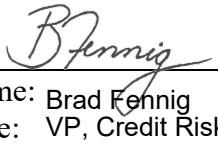
By:

Name: Moneeb Hussain
Title: Snr. Manager, SAMU

CONEXUS CREDIT UNION

By: 

Name: Robert Davis
Title: VP, Treasury

By: 

Name: Brad Fennig
Title: VP, Credit Risk

SWINGLINE LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter
Title: Director

FRONTING LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter
Title: Director

AGENT:

THE BANK OF NOVA SCOTIA,
in its capacity as the Agent

By: _____
Name: Sarah Scuglia
Title: Director

By: _____
Name: Venita Ramjattan
Title: Associate

ACKNOWLEDGMENT

For valuable consideration, the receipt of which is hereby acknowledged, each of:

1. DMO Holdings Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by DMO Holdings Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

2. Monette Farm Family Trust, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the limited recourse guarantee hereinafter referred to) to the Beneficiaries (as defined in the limited recourse guarantee hereinafter referred to), pursuant to a limited recourse guarantee made as of December 5, 2018 by Monette Farm Family Trust in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

3. Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

4. NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of February 1, 2019 by NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

5. Monette Farms Ontario Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 16, 2020 by Monette Farms Ontario Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

6. Monette Seeds Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of October 27, 2022 by Monette Seeds Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

7. Monette Land Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Land Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

8. Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

9. Monette Produce Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

10. Monette Farms BC Limited Partnership ("**MFBC LP**"), by its general partner, Monette Farms BC GP Ltd. ("**MFBC GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC LP, by its general partner, MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

11. MFBC GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

12. Monette Farms Land Limited Partnership ("**MFL LP**"), by its general partner, Monette Farms Land GP Ltd. ("**MFL GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL LP, by its general partner, MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

13. MFL GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the

guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

14. Monette Farms Land II Limited Partnership ("**MFL II LP**"), by its general partner, Monette Farms Land II GP Ltd. ("**MFL II GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II LP, by its general partner, MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

15. MFL II GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

16. DMO Holdings USA, Inc., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by DMO Holdings USA, Inc. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

17. Monette Farms Arizona, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Farms Arizona, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

18. Monette Seeds USA, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Seeds USA, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof); and

19. Monette Produce, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof),

hereby acknowledge the amendments and supplements to the Credit Agreement contained in the Eighth Amending Agreement to which this Acknowledgement is attached and forms a part and confirms that its guarantee described above and the other Security to which it is a party is and shall remain in full force and effect in all respects notwithstanding the Eighth Amending Agreement and the amendments and supplements to the Credit Agreement contained therein and shall continue to exist and apply to all of the Obligations (as defined in such guarantee and other Security), including, without limitation, the obligations, indebtedness and liabilities (present and future, absolute or contingent, matured or not) of the Borrowers and the other Loan Parties to the Beneficiaries under, pursuant or relating to the Credit Agreement, as amended and supplemented by the Eighth Amending Agreement. This Acknowledgement is in addition to and shall not limit, derogate from or otherwise affect the provisions of such guarantee and other Security.

Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF each of the undersigned have executed this Acknowledgment as of the date of the Eighth Amending Agreement.

[The remainder of this page has been intentionally left blank]

DMO HOLDINGS LTD.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

NEXGEN SEEDS LTD.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE FARM FAMILY TRUST

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

GOAT'S PEAK WINERY LTD.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS ONTARIO CORP.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE SEEDS LTD.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE LAND CORP.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LTD.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE PRODUCE LTD.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS BC GP LTD.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS BC GP LTD.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND GP LTD.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND GP LTD.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND II GP LTD.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II GP LTD.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

DMO HOLDINGS USA, INC.

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE FARMS ARIZONA, LLC

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE SEEDS USA, LLC

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

MONETTE PRODUCE, LLC

By: Darrel Monette (Oct 30, 2025 07:21:42 MDT)
Name: Darrel Monette
Title: President

ACCORDION EXERCISE AGREEMENT

THIS AGREEMENT is made as of May 13, 2024

BETWEEN:

MONETTE FARMS LTD., a corporation existing under the laws of the Province of Saskatchewan (hereinafter sometimes referred to as the "**Canadian Borrower**"),

- and –

MONETTE FARMS USA, INC., a corporation existing under the laws of the State of Montana (hereinafter sometimes referred to as the "**U.S. Borrower**"),

- and –

DARREL NOEL MONETTE, an individual domiciled in the Province of Saskatchewan and with his primary residence in the Province of Saskatchewan (hereinafter sometimes referred to as the "**Individual Borrower**"),

- and –

FARM CREDIT CANADA, as increasing Lender (hereinafter referred to as "**FCC**"),

- and –

THE BANK OF NOVA SCOTIA, as increasing Lender (hereinafter referred to as "**Scotia**"),

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as agent of the Lenders (hereinafter referred to as the **"Agent"**),

- and -

THE BANK OF NOVA SCOTIA, in its capacity as Swingline Lender,

- and -

THE BANK OF NOVA SCOTIA, in its capacity as Fronting Lender,

WHEREAS the parties hereto have agreed to supplement certain provisions of the Credit Agreement in connection with an increase in the Capital Facility and an increase in the Operating Facility pursuant to Section 2.22 of the Credit Agreement as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. Interpretation

1.1 In this Agreement and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"Agreement" means this accordion exercise agreement, as amended, modified, supplemented or restated from time to time; and

"Credit Agreement" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between the Canadian Borrower, the U.S. Borrower and the Individual Borrower, as borrowers, The Bank of Nova Scotia and the other persons party thereto from time to time as lenders, as lenders, and the Agent.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2. Exercise of Accordion

2.1 ***Increase in Commitments.*** Each of FCC and Scotia hereby agrees to increase its Capital Facility Commitment and Operating Facility Commitment as set out in Schedule A attached hereto pursuant to Section 2.22 of the Credit Agreement.

2.2 ***Confirmation of Increase.*** The parties hereto hereby confirm and agree that (a) the maximum principal amount of the Capital Facility is hereby increased to Cdn.$760,000,000 from Cdn.$750,000,000 and the increase in the Capital Facility effected pursuant hereto is made pursuant to Section 2.22 of the Credit Agreement, (b) the maximum principal amount of

the Operating Facility is hereby increased to Cdn.$190,000,000 from Cdn.$180,000,000 and the increase in the Operating Facility effected pursuant hereto is made pursuant to Section 2.22 of the Credit Agreement and (c) the maximum amount of any additional increases in the Operating Facility and/or Capital Facility pursuant to Section 2.22 of the Credit Agreement shall not exceed Cdn.$30,000,000.

2.3 ***New Schedule A; Revised Commitments***. Schedule A to the Credit Agreement is hereby replaced with Schedule A attached hereto to, *inter alia*, provide that the Commitments of each Lender shall be the amounts set forth opposite its name on such new Schedule A (including the increased Capital Facility Commitments and Operating Facility Commitments of each of FCC and Scotia).

3. Funding of Loans to Reflect Revised Commitments

(a) The parties hereby acknowledge that, on the date hereof, CORRA Loans and SOFR Loans having terms to maturity ending after the date hereof may be outstanding under the Capital Facility and/or Operating Facility (the "**Outstanding Term Loans**"). Notwithstanding any provision of the Credit Agreement or this Agreement to the contrary, it is acknowledged and agreed to by the parties hereto that any obligation of the Borrowers to pay or reimburse the Lenders in respect of the Outstanding Term Loans is solely a risk and for the account of the Lenders based upon their respective Capital Facility Commitments and Operating Facility Commitments as in effect prior to and without regard to the provisions of this Agreement.

(b) Notwithstanding the foregoing, from time to time, as the Outstanding Term Loans mature and Rollovers and Conversions are made by the Borrowers in respect thereof, each of the Lenders shall participate in the Loans effecting such Rollovers and Conversions to the full extent of its Capital Facility Commitment and/or Operating Facility Commitment, as applicable, after giving effect to the provisions of this Agreement.

4. Fees

The Canadian Borrower hereby agrees to pay to each of FCC and Scotia an upfront fee in the amount of Cdn.$20,000 (for each such Lender), due and payable upon the execution and delivery of this Agreement.

5. Representations and Warranties

The Canadian Borrower and the U.S. Borrower each hereby represents and warrants to the Agent and to each Lender, and each such Borrower acknowledges and confirms that the Agent and each Lender are relying upon such representations and warranties, as follows:

(a) <u>Capacity, Power and Authority</u>

(i) It is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all the requisite corporate capacity,

power and authority to carry on its business as presently conducted and to own its property; and

(ii) It has the requisite corporate capacity, power and authority to execute and deliver this Agreement.

(b) Authorization; Enforceability

It has taken or caused to be taken all necessary action to authorize, and has duly executed and delivered, this Agreement, and this Agreement is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, winding up, insolvency, moratorium or other laws of general application affecting the enforcement of creditors' rights generally and to the equitable and statutory powers of the courts having jurisdiction with respect thereto.

(c) Compliance With Other Instruments

The execution, delivery and performance by each such Borrower of this Agreement and the consummation of the transactions contemplated herein do not conflict with, result in any breach or violation of, or constitute a default under the terms, conditions or provisions of the charter or constating documents or by-laws of, or any unanimous shareholder agreement relating to, each such Borrower or of any law, regulation, judgment, decree or order binding on or applicable to each such Borrower or to which its property is subject or of any material agreement, lease, licence, permit or other instrument to which each such Borrower is a party or is otherwise bound or by which each such Borrower benefits or to which its property is subject and do not require the consent or approval of any Governmental Authority or any other party of which the failure to have received or obtained would have or would reasonably be expected to have a Material Adverse Effect.

(d) No Default

No Default or Event of Default has occurred and is continuing.

(e) Credit Agreement Representations and Warranties

Each of the representations and warranties of the Canadian Borrower and the U.S. Borrower set forth in Article 9 of the Credit Agreement is true and accurate in all respects as of the date hereof.

The representations and warranties set out herein shall survive the execution and delivery of this Agreement and the making of each Drawdown under the Credit Agreement, notwithstanding any investigations or examinations which may be made by or on behalf of the Agent, the Lenders or Lenders' Counsel. Such representations and warranties shall survive until the Credit Agreement has been terminated.

6. Conditions Precedent

The transactions contemplated herein, and the supplements to the Credit Agreement contained in Section 2 hereof, shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

(a) all fees and expenses previously agreed to between the Canadian Borrower and either increasing Lender shall be paid by the Canadian Borrower to the Agent, on behalf of such increasing Lenders, including, without limitation, the fees provided for in Section 4 hereof;

(b) each Loan Party which is not a Borrower shall have executed and delivered the Acknowledgement attached hereto;

(c) (i) no Default or Event of Default shall have occurred and be continuing or would occur immediately after giving effect to the increase in the Capital Facility and/or the increase in the Operating Facility effected pursuant hereto, (ii) the representations and warranties set forth in Section 9.1 of the Credit Agreement shall be true and accurate in all respects other than any such representation and warranty which expressly speaks as of an earlier date, (iii) no consents, approvals or authorizations are required for the increase in the Capital Facility and/or the increase in the Operating Facility effected pursuant hereto (except as have been unconditionally obtained and are in full force and effect, unamended) and (iv) no event shall have occurred since October 31, 2023 that would reasonably be expected to have a Material Adverse Effect and, in each case, the Canadian Borrower shall have delivered to the Agent an Officer's Certificate certifying the same to the Agent; and

(d) each of the Canadian Borrower and the U.S. Borrower shall have delivered to the Agent an Officer's Certificate attaching a true, correct and complete copy of its corporate authorizations in respect of this Agreement and the increase in the maximum principal amount of the Capital Facility and of the Operating Facility effected pursuant hereto, in form and substance satisfactory to the Agent, acting reasonably.

The foregoing conditions precedent are inserted for the sole benefit of the increasing Lenders and the Agent and may be waived in writing by the increasing Lenders, in whole or in part (with or without terms and conditions).

7. Post-Closing Deliverables

The Canadian Borrower and the U.S. Borrower each hereby covenant and agrees that, within 15 Banking Days of the date hereof:

(a) each applicable Loan Party shall have executed and delivered to the Agent confirmations in respect of their existing Security in form and substance satisfactory to the Agent, acting reasonably;

(b) any amendments and/or supplements to existing Security deemed necessary or advisable by Lenders' Counsel in connection with the increase in the maximum principal amount of the Credit Facilities shall have been duly executed and delivered;

(c) each of the Loan Parties shall have delivered to the Agent a current certificate of status, compliance or good standing, as the case may be, in respect of its jurisdiction of incorporation or formation, certified copies of its constating documents, by-laws, shareholder agreements, trust indentures, partnership agreements, limited partnership agreements and/or other organizational documents (or, if applicable, a certification that there have been no changes thereto since previously delivered) and the resolutions authorizing this Agreement and the transactions hereunder and an Officer's Certificate as to the incumbency of the officers signing this Agreement and any other new Documents to which it is a party; and

(d) the Agent and the Lenders shall have received legal opinions from counsel to each of the corporate Borrowers (i) in their jurisdiction of formation and (ii) Alberta (with respect to enforceability of this Agreement), in each case, in form and substance satisfactory to the Agent, acting reasonably.

8. Confirmation of Credit Agreement and other Documents

The Credit Agreement and the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) and all covenants, terms and provisions thereof, except as expressly supplemented by this Agreement, shall be and continue to be in full force and effect (and shall continue to be enforceable to guarantee and secure, as applicable, the increased amounts permitted to be borrowed under the Credit Facilities) and the Credit Agreement, as supplemented by this Agreement, and each of the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) is hereby ratified and confirmed and shall, from and after the date hereof, continue in full force and effect as herein supplemented, with such supplements being effective from and as of the satisfaction of the conditions precedent set forth in Section 6 hereof).

9. Further Assurances

The parties hereto shall promptly cure any default by them in the execution and delivery of this Agreement, the other Documents or any of the agreements provided for hereunder to which it is a party. The Borrowers, at their own expense, shall promptly execute and deliver to the Agent, upon request by the Agent, all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for the Borrowers' compliance with, or accomplishment of the covenants and agreements of the Borrowers hereunder or more fully to state the obligations of the Borrowers as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith. The Agent and the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent and the Lenders to give effect to the foregoing.

10. Enurement

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns in accordance with the Credit Agreement.

11. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Document. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Agreement or any other Document shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), the *Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

MONETTE FARMS LTD.

By: 
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

MONETTE FARMS USA, INC.

By: 
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

Witness: David Kemp

By: Darrel Monette (May 16, 2024 11:07 PDT)

DARREL NOEL MONETTE

INCREASING LENDER:

FARM CREDIT CANADA

By: 

Name: Kendra Mueller, B.S.A., P.Ag., ICD.D

Title: Sr. Relationship Manager, Corporate & Senior Accounts

By: _____

Name:

Title:

INCREASING LENDER:

THE BANK OF NOVA SCOTIA

By: _____

Name: Thomas Neufeld
Title: Director

By: _____

Name: Jason Coulter
Title: Director

SWINGLINE LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter
Title: Director

FRONTING LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter
Title: Director

AGENT:

THE BANK OF NOVA SCOTIA,
in its capacity as the Agent

By: _____
Name: Sarah Scuglia
Title: Director, Global Loan Syndications Canada

By: _____
Name: Venita Ramjattan
Title: Associate

SCHEDULE A

LENDERS AND COMMITMENTS

Lender	Operating Facility (Cdn.$)	Capital Facility (Cdn.$)
The Bank of Nova Scotia	39,838,711	150,161,289
Farm Credit Canada	37,903,226	142,096,774
Export Development Canada	23,225,806	96,774,194
Bank of Montreal	11,612,903	48,387,097
Royal Bank of Canada	31,935,484	133,064,516
Canadian Imperial Bank of Commerce	13,548,387	56,451,613
The Toronto-Dominion Bank	11,612,903	48,387,097
Conexus Credit Union	11,612,903	48,387,097
Canadian Western Bank	8,709,677	36,290,323
Total	**190,000,000**	**760,000,000**

ACKNOWLEDGEMENT

For valuable consideration, the receipt of which is hereby acknowledged, each of DMO Holdings Ltd., NexGen Seeds Ltd., Monette Farm Family Trust, Goat's Peak Winery Ltd., Monette Farms Ontario Corp., Monette Seeds Ltd., Monette Land Corp., The Blue Goose Cattle Company Ltd., Monette Produce Ltd., DMO Holdings USA, Inc., Monette Farms Arizona, LLC, Monette Seeds USA, LLC and Monette Produce, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties to the Agent, the Lenders, the Hedging Affiliates and the Bank Product Affiliates, hereby acknowledge the supplements to the Credit Agreement contained in the Accordion Exercise Agreement to which this Acknowledgement is attached and forms a part and confirms that its Security (including, for certainty, its guarantee) entered into in connection with the Credit Agreement is and shall remain in full force and effect in all respects notwithstanding such supplements (including, for certainty, the increase in the maximum amount of the Credit Agreement, the credit facilities referenced therein and the guaranteed obligations of the undersigned) and shall continue to exist and apply to all of the Obligations (as defined in each such guarantee and Security, as applicable), including, without limitation, the increased obligations, indebtedness and liabilities (present and future, absolute or contingent, matured or not) of the Borrowers to the Lenders under, pursuant or relating to the Credit Agreement, as supplemented by the Accordion Exercise Agreement. This Acknowledgement is in addition to and shall not limit, derogate from or otherwise affect the provisions of such guarantee or Security, as applicable.

Capitalized terms used in this Acknowledgement shall have the meanings ascribed to such terms in the Credit Agreement.

[the remainder of this page has been intentionally left blank]

DMO HOLDINGS LTD.

By: _____
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

NEXGEN SEEDS LTD.

By: _____
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

MONETTE FARM FAMILY TRUST by its sole trustee, Darrel Noel Monette

By: _____
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

GOAT'S PEAK WINERY LTD.

By: _____
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

MONETTE FARMS ONTARIO CORP.

By: _____
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

MONETTE SEEDS LTD.

By: _____
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

MONETTE LAND CORP.

By: _____
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

THE BLUE GOOSE CATTLE COMPANY LTD.

By: _____
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

MONETTE PRODUCE LTD.

By: _____
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

DMO HOLDINGS USA, INC.

By: _____
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

MONETTE FARMS ARIZONA, LLC

By: _____
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

MONETTE SEEDS USA, LLC

By: _____
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

MONETTE PRODUCE, LLC

By: _____
Darrel Monette (May 10, 2024 11:07 PDT)
Name: Darrel Monette
Title: President

By: _____
Name:
Title:

This is **Exhibit "K"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

MONETTE FARMS BC GP LTD.

GUARANTEE

MADE AS OF JUNE 21, 2024

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MONETTE FARMS BC GP LTD.

GUARANTEE

THIS GUARANTEE is made as of June 21, 2024;

WHEREAS the Guarantor is an Affiliate of the Canadian Borrower;

AND WHEREAS the Guarantor has agreed to provide a guarantee with respect to the Credit Facilities provided by the Lenders pursuant to the Credit Agreement and with respect to the Lender Financial Instrument Obligations and the Bank Product Obligations;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of Cdn. $10.00 now paid by the Beneficiaries to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Guarantor hereby covenants and agrees with the Beneficiaries as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

(a) In this Guarantee and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "**Beneficiary**" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Beneficiaries' Counsel**" means Dentons Canada LLP or such other firm of lawyers as may be selected by the Beneficiaries from time to time.

"Canadian Borrower" means Monette Farms Ltd. and its successors and permitted assigns.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024, between the Canadian Borrower, Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, The Bank of Nova Scotia and such other financial institutions as are or may become parties thereto, as lenders, and The Bank of Nova Scotia as agent of such lenders, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Default Rate**" means a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum.

"**Documents**" means, collectively, the Documents as defined in the Credit Agreement together with any and all Lender Financial Instruments.

"**Excluded Swap Obligations**" means, with respect to the Guarantor, any Swap Obligation if (and only if), and to the extent that, all or a portion of this Guarantee, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Guarantee**" means this guarantee, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Guarantor**" means Monette Farms BC GP Ltd. and its successors and permitted assigns.

"**Loan Parties**" means, collectively, Darrel Noel Monette, Monette Farm Family Trust and the Loan Parties (as such term is defined in the Credit Agreement), excluding the Guarantor, and "Loan Party" means any one of them.

"**Obligations**" means, collectively and at any time and from time to time, except for Excluded Swap Obligations, all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Loan Parties to any of the Beneficiaries or to all of them including, without limitation, (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and other Documents and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Loan Parties under the Credit Agreement and other Documents, (ii) all Bank Product Obligations of the Loan Parties of or owing by the Loan Parties to any and all Lenders and Bank Product Affiliates and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Loan Parties to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, the Guarantor and each Loan Party (that provides a guarantee to the Beneficiaries) and that has total assets exceeding U.S. $10,000,000 at the time the relevant guarantee or grant of the

relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

(b) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement (except, for certainty, the term "Loan Parties" which shall have the meaning described herein). For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantee. The terms "this Guarantee", "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

1.3 Number; persons; including

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, limited and unlimited liability companies, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 *Interest Act* (Canada)

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.5 Nominal Rates

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Guarantee; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after demand, default and judgment. The rates of interest specified in this Guarantee are intended to be nominal rates and not effective rates and any interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

ARTICLE 2
GUARANTEE

2.1 Guarantee of Obligations

The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiaries the payment and performance of all of the Obligations, together with interest thereon as provided in Section 5.4.

2.2 Indemnity

If any or all of the Obligations are not duly paid or performed by the Loan Parties and are not recoverable under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Beneficiaries from and against all losses resulting from the failure of the Loan Parties to pay and perform such Obligations.

2.3 Guarantor as Principal Obligor

If any or all of the Obligations are not duly paid or performed by the Loan Parties after demand therefor and are not recoverable under Section 2.1 or the Beneficiaries are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations shall, as a separate and distinct obligation, be recoverable by the Beneficiaries from the Guarantor as the primary obligor and principal debtor in respect thereof and shall be paid to the Beneficiaries forthwith after demand therefore as provided herein.

2.4 Guarantee Absolute and Unconditional

The liability and obligations of the Guarantor hereunder shall be continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by, and the Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the Obligations, covenants or undertakings of the Loan Parties under the Documents;

(b) any modification or amendment of or supplement to the Obligations;

(c) any loss of or in respect of any security held by the Beneficiaries, whether occasioned by the fault of the Beneficiaries or otherwise, including any release, non-perfection or invalidity of any such security;

(d) any change in the existence, structure, constitution, name, control or ownership of a Loan Party or any other person, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Loan Parties or any other person or their respective assets;

(e) the existence of any set-off, counterclaim, claim or other right which the Guarantor or the Loan Parties may have at any time against the Beneficiaries or any other person, whether in connection with the Credit Agreement, this Guarantee or any unrelated transaction;

(f) any provision of applicable law purporting to prohibit or limit the payment by the Loan Parties of any Obligation, and the foregoing is hereby waived by the Guarantor to the extent permitted under applicable law;

(g) any limitation, postponement, prohibition, subordination or other restriction on the right of a Beneficiary to payment of the Obligations;

(h) any release, substitution or addition of any other guarantor of the Obligations;

(i) any defence arising by reason of any failure of any Beneficiary to make any presentment, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non-payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations;

(j) any defence arising by reason of any failure of a Beneficiary to proceed against any of the Loan Parties or any other person, or to apply or exhaust any security held from any of the Loan Parties or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Beneficiaries;

(k) any defence arising by reason of the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any security or guarantee in support thereof, or by reason of any incapacity, lack of authority, or other defence of any of the Loan Parties or any other person, or by reason of any limitation, postponement or prohibition on a Beneficiary's rights to payment, or the cessation from any cause whatsoever of the liability of any of the Loan Parties or any other person with respect to all or any part of the Obligations (other than irrevocable payment to the Beneficiaries in full, in cash, of the Obligations), or by reason of any act or omission of the Beneficiaries or others which directly or indirectly results in the discharge or release of any of the Loan Parties or any other person or of all or any part of the Obligations or any security or guarantee therefor, whether by contract, operation of law or otherwise;

(l) any defence arising by reason of the failure by a Beneficiary to obtain, register, perfect or maintain a Security Interest in or upon any property of any of the Loan Parties or any other person, or by reason of any interest of the Beneficiaries in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral;

(m) any defence arising by reason of the failure of the Beneficiaries to marshal assets;

(n) to the extent permitted under applicable law, any defence based upon any failure of the Beneficiaries to give to any of the Loan Parties or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(o) any defence based upon or arising out of any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any of the Loan Parties or any other person, including any discharge or bar against collection of any of the Obligations; or

(p) any other law, event or circumstance or any other act or failure to act or delay of any kind by the Loan Parties, the Beneficiaries or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the Beneficiaries is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Loan Parties for reimbursement, the Guarantor's right to recover contribution from any other guarantor or any other right or remedy of the Guarantor.

ARTICLE 3
DEALINGS WITH THE LOAN PARTIES AND OTHERS

3.1 No Release

The Beneficiaries may, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability and obligations hereunder:

(a) grant time, renewals, extensions, indulgences, releases and discharges to the Loan Parties or any other guarantor or endorser;

(b) take or abstain from taking security or collateral from the Loan Parties or any other guarantor or endorser or from perfecting security or collateral of the Loan Parties or any other guarantor or endorser;

(c) accept compromises from the Loan Parties or any other guarantor or endorser;

(d) subject to the Documents, apply all money at any time received from a Loan Party or any of them or from security upon such part of the Obligations as the Beneficiaries may see fit or change any such application in whole or in part from time to time as the Beneficiaries may see fit; or

(e) otherwise deal with the Loan Parties and all other persons and security as the Beneficiaries may see fit.

3.2 No Exhaustion of Remedies

The Beneficiaries shall not be bound or obligated to exhaust their recourse against any of the Loan Parties or any other person or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 5) before the Beneficiaries shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

3.3 Evidence of Obligations

Any account settled or stated in writing by or between a Beneficiary or the Beneficiaries, as the case may be, and the Loan Parties shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

3.4 No Set-off

In any claim by the Beneficiaries against the Guarantor hereunder, the Guarantor shall not claim or assert any set-off, counterclaim, claim or other right that the Loan Parties or the Guarantor may have against one or more of the Beneficiaries.

ARTICLE 4
CONTINUING GUARANTEE

4.1 Continuing Guarantee

This Guarantee shall be a continuing guarantee and shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by any Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), all as though such payment had not been made.

4.2 Revival of Indebtedness

If at any time, all or any part of any payment previously received by a Beneficiary and applied to any Obligation must be rescinded or returned by the Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), such Obligation shall, for the purpose of this Guarantee, to the extent that such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Beneficiary, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Beneficiary had not been made.

ARTICLE 5
DEMAND FOR PAYMENT, EXPENSES AND INTEREST

5.1 Demand for Payment

The Beneficiaries shall be entitled to make demand upon the Guarantor at any time during the continuance of an Event of Default and upon any such demand the Beneficiaries may treat all Obligations as due and payable and may forthwith collect from the Guarantor all Obligations. The Guarantor shall make payment to or performance in favour of the Beneficiaries of all Obligations forthwith after demand therefor is made upon the Guarantor by the Beneficiaries as aforesaid.

5.2 Stay of Acceleration

If acceleration of the time for payment of any amount payable by any of the Loan Parties in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of any of the Loan Parties or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiaries.

5.3 Expenses

The Guarantor shall pay to the Beneficiaries all reasonable out of pocket costs and expenses as provided in Section 14.1 of the Credit Agreement.

5.4 Interest

Any payment obligation comprised in the Obligations guaranteed hereunder which is not paid when due hereunder shall bear interest, to the extent not already included in the Obligations, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment at the rate or rates provided in the relevant Document for such Obligations or, in the event no such rate is provided for therein, at a rate per annum that is equal to the Default Rate. Any other amounts payable pursuant hereto, including pursuant to Section 5.3, which are not paid when due hereunder shall bear interest, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment or reimbursement thereof by the Guarantor at a rate per annum that is equal to the Default Rate. All such interest shall accrue daily and shall be payable by the Guarantor on demand by the Beneficiaries.

ARTICLE 6
SUBROGATION

6.1 Subrogation

(a) Until all the Obligations have been irrevocably paid in full in cash, the Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by applicable law, any right to enforce any remedy which the Beneficiaries now have or may hereafter have against the Loan Parties in respect of the Obligations, and until such time the Guarantor waives any

benefit of, and any right to participate in, any security, now or hereafter held by the Beneficiaries for the Obligations.

(b) If (i) the Guarantor performs or makes payment to the Beneficiaries of all amounts owing by the Guarantor under this Guarantee, and (ii) the Obligations are performed and irrevocably paid in full then the Beneficiaries will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of the Beneficiaries' interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; COVENANTS

7.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Beneficiaries and acknowledges and confirms that each of the Beneficiaries is relying upon such representations and warranties:

(a) Status and Authority

It is a company existing under the laws of British Columbia, is validly existing under those laws and is registered to carry on business in all jurisdictions in which the failure to be so registered would reasonably be expected to have a Material Adverse Effect and has all corporate authority, capacity and powers and all material Governmental Authorizations required to carry on its business as now conducted.

(b) Valid Authorization

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which it is a party (i) is within the Guarantor's corporate authority, capacity and power, (ii) has been duly authorized by all necessary corporate and other action and such authorizations remain in full force and effect, (iii) requires no Governmental Authorization or action by or in respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under its constating documents, any provision of applicable law by which it is bound or to which any of its assets are subject, or cause a limitation on its powers (or, to the extent applicable, the powers of its directors) to be exceeded, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of its Affiliates (other than, in the case of (iii) and (iv) above, pursuant to the Security).

(c) Enforceability of Documents

This Guarantee and each of the other Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor,

enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(d) Eligible Contract Participant

It is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

7.2 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.

7.3 Nature of Representations and Warranties

The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigations or examinations which may be made by the Beneficiaries or Beneficiaries' Counsel. Such representations and warranties shall survive until this Guarantee has been terminated.

7.4 Covenants Contained in the Credit Agreement and Other Documents

The Guarantor hereby covenants and agrees with the Beneficiaries that the Guarantor shall observe, perform and comply with any and all of the covenants of the Borrowers contained in the Credit Agreement or other Documents that the Canadian Borrower agrees that the Guarantor and any of the other Loan Parties shall observe, perform and comply with or that the Canadian Borrower shall cause the Guarantor and such other Loan Parties to observe, perform and comply with.

7.5 Keepwell

To the extent the Guarantor is a Qualified ECP Guarantor, it hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Loan Party (that provides a guarantee to the Beneficiaries) to honour all of its obligations under its Guarantee in respect of Swap Obligations (provided, however, that the Guarantor shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section, or otherwise under this Guarantee, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Guarantor under this Section shall remain in full force and effect until discharged in accordance with the provisions of this Guarantee. The Guarantor intends that this Section constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Loan Party (that provides a guarantee to the Beneficiaries) for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE 8
SUBORDINATION AND POSTPONEMENT

8.1 Postponement

All debts and liabilities, present and future, of the Loan Parties to the Guarantor are hereby assigned to the Agent and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Agent and, upon the occurrence and during the continuance of an Event of Default, forthwith upon receipt will be paid over to the Beneficiaries, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

ARTICLE 9
GENERAL

9.1 Waiver of Notices

The Guarantor hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to this Guarantee and the obligations guaranteed hereunder, except for the demand pursuant to Section 5.1.

9.2 Benefit of the Guarantee

This Guarantee shall enure to the benefit of the respective successors and permitted assigns of the Beneficiaries and be binding upon the successors of the Guarantor.

9.3 Foreign Currency Obligations

The Guarantor shall make payment relative to each Obligation in the currency (the "**original currency**") in which the Loan Parties are required to pay such Obligation. If the Guarantor makes payment relative to any Obligation to the Beneficiaries in a currency (the "**other currency**") other than the original currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the original currency which the Beneficiaries are able to purchase with the amount of other currency they receive on the date of receipt in accordance with normal practice. If the amount of the original currency which the Beneficiaries are able to purchase is less than the amount of such currency originally due in respect of the relevant Obligation, the Guarantor shall indemnify and save the Beneficiaries harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Guarantee, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Beneficiaries and shall continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or

order. A certificate of a Beneficiary as to any such loss or damage shall constitute *prima facie* evidence thereof, in the absence of manifest error.

9.4 Taxes and Set-off by Guarantor

All payments by the Guarantor under this Guarantee, whether in respect of principal, interest, interest on overdue and unpaid interest, fees or any other Obligations, shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the Guarantor is prohibited by applicable laws from doing so, in which event the Guarantor shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) forthwith pay to the Beneficiaries such additional amount so that the net amount received by the Beneficiaries will equal the full amount which would have been received by it had no such deduction or withholding been made;

(c) pay to the relevant taxation or other authorities, within the period for payment required by applicable laws, the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to this Section); and

(d) furnish to the Beneficiaries promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid.

9.5 No Waiver; Remedies

No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.7 Amendments and Waivers

Any provision of this Guarantee may be amended, waived or a consent given in respect thereof with the concurrence of the Guarantor and the Agent on behalf of the Beneficiaries. Any waiver and any consent by the Agent on behalf of the Beneficiaries under any provision of this Guarantee must be in writing signed by the Agent and may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.8 Additional Security

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees) now or hereafter held by the Beneficiaries and any other rights or remedies they might have.

9.9 Notices

Any demand, notice or other communication (hereinafter in this Section referred to as a "**Communication**") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery, telecopier or other electronic means or by registered mail addressed to the recipient as follows:

To the Agent on behalf of the Beneficiaries as follows:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

To the Guarantor:

Monette Farms BC GP Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile: (306) 627-3793

or such other address or telecopy number as may be designated by notice by any party to the other. Any Communication given by personal delivery or telecopier or other electronic means shall be conclusively deemed to have been given on the day of actual delivery or transmittal thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery, telecopier or other electronic means.

9.10 Assignment

The rights of the Beneficiaries under this Guarantee may be assigned by the Beneficiaries in accordance with the provisions of the Credit Agreement and without the consent of the Loan Parties or the Guarantor during the continuance of an Event of Default and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee.

9.11 Time of Essence

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Beneficiaries.

9.12 Financial Condition of the Loan Parties

The Guarantor is fully aware of the financial condition of each of the Loan Parties and acknowledges that it shall receive a benefit from each Loan Party entering into the Documents to which each such Loan Party is a party. The Guarantor assumes all responsibility for being and keeping itself informed of the Loan Parties' financial condition and assets, and of all other circumstances bearing upon the risk of non-payment or non-performance of the Obligations and the nature, scope and extent of the risks which the Guarantor assumes and incurs hereunder, and agrees that the Beneficiaries shall not have a duty to advise the Guarantor of information known to any of them regarding such circumstances or risks.

9.13 Acknowledgement of Documentation

The Guarantor hereby acknowledges receipt of a true and complete copy of the other Documents and all of the terms and conditions thereof.

9.14 Entire Agreement

This Guarantee and the other Documents constitute the entire agreement between the Beneficiaries and the Guarantor with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein or therein.

9.15 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.16 Attornment

The Guarantor and each of the Beneficiaries hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to this Guarantee. For the purpose of all such legal proceedings, the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Guarantee. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of the Guarantor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first written above.

MONETTE FARMS BC GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title

GENERAL SECURITY AGREEMENT
(Monette Farms BC GP Ltd.)

THIS AGREEMENT made as of June 21, 2024

B E T W E E N :

MONETTE FARMS BC GP LTD., a company existing under the laws of British Columbia (hereinafter referred to as the "**Debtor**")

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, in its capacity as Agent (hereinafter referred to as the "**Secured Party**")

WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of the Obligations (as hereinafter defined), the security interest and assignment, mortgage and charge granted herein;

AND WHEREAS the Lenders, the Bank Product Affiliates and the Hedging Affiliates have appointed and authorized the Secured Party to act as their agent and attorney for the purpose of holding security granted by the Debtor;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, this Section and any schedules or attachments hereto, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "Beneficiary" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Borrowers**" means, collectively, Monette Farms Ltd., Monette Farms USA, Inc. and Darrel Noel Monette and each of their successors and permitted assigns.

"**Charge**" means the security interests, assignments, mortgages and charges created hereunder.

"**Collateral**" has the meaning set out in Section 2.1.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18,

2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between the Borrowers, as borrowers, the Secured Party, as agent, and the Lenders, as lenders, relating to the establishment of certain credit facilities in favour of the Borrowers, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Guarantee**" means the guarantee made as of even date herewith by the Debtor in favour of the Beneficiaries, as the same may be amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Obligations**" means, collectively and at any time and from time to time, all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (b) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (c) all liabilities, obligations and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

1.2 Definitions used in the Credit Agreement

Capitalized terms used herein without express definition shall, unless something in the subject matter or context is inconsistent therewith, have the same meanings as are ascribed to such terms in the Credit Agreement.

1.3 *Personal Property Security Act* (Alberta) Definitions

The terms "accessions", "accounts", "chattel paper", "documents of title", "goods", "instruments", "intangibles", "inventory", "investment property" "money" and "proceeds" whenever used herein shall have the meanings given to those terms in the *Personal Property Security Act* (Alberta) (the "**PPSA**"), as now enacted or as the same may from time to time be amended, re-enacted or replaced.

1.4 Headings and References

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.5 Included Words

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.6 Calculation of Interest

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.7 Schedules

Any schedule to this Agreement is incorporated by reference and shall be deemed to be part of this Agreement.

ARTICLE 2
GRANT OF SECURITY

2.1 Security

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby pledges, hypothecates, assigns, charges, conveys, sets over and transfers unto the Secured Party for the benefit of the Beneficiaries and grants to the Secured Party a security interest in all of the present and future undertaking, assets and property, both real and personal of the Debtor including, without limitation, all present and after-acquired personal property of the Debtor (collectively, the "**Collateral**"), and as further general and continuing security for the payment and performance of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral to the Secured Party (with respect to real property, as and by way of a floating charge). Without limiting the generality of the foregoing, the Collateral shall include all right, title and interest that the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in all property of the following kinds:

(a) Accounts Receivable: all debts, accounts, accounts receivables, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the "**Receivables**");

(b) Inventory: all inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all goods held for sale or lease, or furnished or to be furnished under contracts for service, or that are work in progress, or that are raw materials used or consumed in the business of the Debtor (collectively, the "**Inventory**");

(c) Equipment: all goods, machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not Inventory, including, without limiting the generality of the foregoing, the tangible personal property described in any schedule hereto executed by both the Debtor and the Secured Party;

(d) Chattel Paper: all chattel paper;

(e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(f) Investment Property and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other investment property including, without limitation, securities accounts, financial assets, securities entitlements and all instruments (collectively, the "**Securities**");

(g) Intangibles: all intangibles not described in Section 2.1(a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;

(h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(i) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in Sections 2.1(a) to (h) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;

(j) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in Sections 2.1(a) to (i) inclusive; and

(k) Proceeds: all proceeds of the property described in Sections 2.1(a) to (j) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for the loss of or damage to such property;

provided that the Charge shall not: (i) extend, include or apply to the last day of the term of any lease now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said Charge, the Debtor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said Charge, (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound or (iii) extend to, and the Collateral shall not include any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of, or permit any person to terminate, the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially

reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

2.2 Attachment of Security Interest

The Debtor acknowledges (i) that value has been given, (ii) that the security interest granted hereby shall attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral, (iii) it has not agreed to postpone the time of attachment of the security interest and (iv) it has received a copy of this Agreement.

2.3 Crystallization against Real Property

In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 5.1 and the Secured Party giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

2.4 Evergreen Grant

For the purposes of Section 13(2) of the PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be novated and re-granted each year on the anniversary date of this Agreement, without any further action of the Debtor or the Secured Party. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Agreement is discharged by the Secured Party pursuant to Section 6.8 hereof.

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 Representations and Warranties

The Debtor hereby represents and warrants to the Secured Party and the Beneficiaries that (and acknowledges that the Secured Party and the Beneficiaries are relying on the same):

(a) the address of the Debtor's chief executive office (as such term is utilized in the PPSA) is 1800 - 510 West Georgia Street, Vancouver, BC V6B 0M3;

(b) the address of the office where the Debtor keeps its records respecting the Receivables is 1800 - 510 West Georgia Street, Vancouver, BC V6B 0M3;

(c) all of the tangible property and assets of the Debtor, real or personal, are located in the Province of British Columbia; and

(d) it has not granted "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

3.2 Survival of Representations and Warranties

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement notwithstanding any investigations or examinations which may be made by any of the Beneficiaries or their legal counsel. Such representations and warranties shall survive until this Agreement has been terminated and discharged in accordance with Section 6.8 hereof.

3.3 Covenants

The Debtor covenants with the Secured Party that the Debtor shall:

(a) not change its name or the jurisdiction of its chief executive office or the location of the office where it keeps its records respecting the Receivables without giving 15 days' prior written notice thereof to the Secured Party;

(b) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement, including, without limitation, to enforce the Charge and remedies provided hereunder, or to better evidence and perfect the Charge, and, upon the occurrence of an Event of Default, the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any receiver or receiver and manager appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;

(c) pay to the Secured Party forthwith upon demand all reasonable costs and expenses as provided in Section 14.1 of the Credit Agreement; and

(d) not grant "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

ARTICLE 4
SECURITIES; ACCOUNT DEBTORS

4.1 Registration of Securities

The Secured Party may require that the Debtor have any Securities registered in the name of the Secured Party or in the name of its nominee and shall be entitled but not bound or required to exercise any of the rights that any holder of such Securities may at any time have, provided that, until an Event of Default has occurred and is continuing, the Debtor shall be entitled to exercise all voting power from time to time exercisable in respect of the Securities and receive Distributions payable with respect to the Securities as provided for and permitted pursuant to the Credit Agreement. The Beneficiaries shall not be responsible for any loss

occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor shall from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

4.2 Notification of Account Debtors

The Secured Party may give notice of this Agreement and the Charge granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, following the occurrence of an Event of Default that is continuing, may give notice to any such account debtors or other person to make all further payments to the Secured Party, and, after the occurrence and during the continuance of an Event of Default, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and forthwith paid over to the Secured Party on request.

4.3 Control of Investment Property

At the request of the Secured Party, the Debtor shall take all steps in order to provide "control" (within the meaning of the PPSA) to the Secured Party of all Investment Property including, without limitation, delivering all share certificates relating to such Investment Property.

ARTICLE 5
REMEDIES

5.1 Remedies

(a) Upon the occurrence and during the continuance of any Event of Default any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable and, in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently, or both, and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

(i) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Collateral (which term when used in this Section 5.1 shall include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 5.1 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral

available to the Secured Party at such place or places as may be specified by the Secured Party;

(iii) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(iv) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;

(v) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;

(vi) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Collateral or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any officer or duly authorized representative of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Collateral by, from, through or under the Debtor;

(vii) the Secured Party may accept the Collateral in satisfaction or partial satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law;

(viii) the Secured Party may borrow money on the security of the Collateral for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Collateral in priority to the Charge;

(ix) the Secured Party may enter upon, occupy and use all or any of the Collateral occupied by the Debtor and use all or any of the Collateral for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party and the Beneficiaries will not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges, depreciation or damages in connection with such actions;

(x) the Secured Party may charge on its own behalf and pay to others all amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at a

rate per annum equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum and (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum, shall be added to and form part of the Obligations hereby secured; and

(xi) the Secured Party may discharge any claim, Security Interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with all reasonable costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured.

(b) The Secured Party and the Beneficiaries may:

(i) grant extensions of time;

(ii) take and perfect or abstain from taking and perfecting security;

(iii) give up securities;

(iv) accept compositions or compromises;

(v) grant releases and discharges; and

(vi) release any part of the Collateral or otherwise deal with the Debtor, debtors and creditors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit,

without prejudice to the liability of the Debtor to the Secured Party and the Beneficiaries or the Beneficiaries' rights hereunder.

(c) The Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral.

(d) The Secured Party shall apply any proceeds of realization of the Collateral to payment of reasonable expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party shall apply any balance of such proceeds to payment of the Obligations in accordance with the Credit Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party and the Beneficiaries forthwith on demand. Subject to the requirements of applicable law, any surplus realized in excess of the Obligations shall be paid over to the Debtor.

(e) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

ARTICLE 6
GENERAL

6.1 Benefit of the Agreement

This Agreement shall be binding upon the successors and permitted assigns of the Debtor and shall benefit the successors and permitted assigns of the Secured Party and other Beneficiaries.

6.2 Conflict of Terms; Entire Agreement

This Agreement has been entered into as collateral security for the Obligations and is subject to all the terms and conditions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments or the documents in respect of Bank Products, the rights and obligations of the Debtor, Secured Party and Beneficiaries shall be governed by the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products, as applicable. This Agreement together with the Credit Agreement, the Guarantee, the Lender Financial Instruments, the documents in respect of Bank Products and all other Documents constitute the entire agreement between the Debtor and the Secured Party with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

6.3 No Waiver

No delay or failure by the Beneficiaries in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

6.4 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

6.5 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, facsimile or other electronic means, addressed to the recipient as follows:

To the Debtor:

Monette Farms BC GP Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile No.: (306) 627-3793

To the Secured Party:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

or such other address, electronic communication number, or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication during normal business hours at the place of receipt on a Banking Day shall be conclusively deemed to have been made or given at the time of actual delivery or transmittal, as the case may be, on such Banking Day. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication after normal business hours at the place of receipt or otherwise than on a Banking Day shall be conclusively deemed to have been made or given at 9:00 a.m. (Calgary time) on the first Banking Day following actual delivery or transmittal, as the case may be.

6.6 Modification; Waivers; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by the Debtor and the Secured Party. No waiver of any provision of this Agreement by the Secured Party shall be effective unless the same is in writing and signed by the Secured Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The rights of the Secured Party (including those of any Beneficiary) under this Agreement may only be assigned in accordance with the requirements of the Credit Agreement, the applicable document in respect of Bank Products or applicable Lender Financial Instrument (as the case may be). The Debtor may not assign its obligations under this Agreement. Any assignee of a Beneficiary shall be bound hereby, *mutatis mutandis*.

6.7 Additional Continuing Security

This Agreement and the Charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or the Beneficiaries and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

6.8 Discharge

The Debtor and the Collateral shall not be discharged from the Charge or from this Agreement except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

6.9 No Release

The loss, injury or destruction of the Collateral shall not operate in any manner to release or discharge the Debtor from any of its liabilities to the Beneficiaries.

6.10 No Obligation to Act

Notwithstanding any provision of this Agreement or any other Document or the operation, application or effect hereof, the Secured Party, the other Beneficiaries or any Receiver, or any representative or agent acting for or on behalf of the foregoing, shall not have any obligation whatsoever to exercise or refrain from exercising any right, power, privilege or interest hereunder or to receive or claim any benefit hereunder.

6.11 Admit to Benefit

Subject to Section 6.6, no person other than the Debtor and the Beneficiaries shall have any rights or benefits under this Agreement, nor is it intended that any such person gain any benefit or advantage as a result of this Agreement nor shall this Agreement constitute a subordination of any security in favour of such person.

6.12 Time of the Essence

Time shall be of the essence with regard to this Agreement.

6.13 Waiver of Financing Statement, etc.

The Debtor hereby waives the right to receive from the Secured Party or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Agreement.

6.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

6.15 Saskatchewan Waiver

The Debtor agrees that the *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement or any agreement renewing, extending or collateral to this Agreement.

6.16 Attornment

The Debtor and each of the Beneficiaries each hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action or proceeding arising under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or any Beneficiary to commence any action or proceeding relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action, proceeding or matter relating hereto.

6.17 Executed Copy

The Debtor hereby acknowledges receipt of a fully executed copy of this Agreement.

6.18 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

MONETTE FARMS BC GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

THE BANK OF NOVA SCOTIA,
as Agent and Secured Party

Per: _____
Name:
Title:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

MONETTE FARMS BC GP LTD.

Per: _____
Name:
Title:

THE BANK OF NOVA SCOTIA,
as Agent and Secured Party

Per: _____
Name: Sarah Scuglia
Title: Director, Global Loan Syndications Canada

FIXED AND FLOATING CHARGE DEMAND DEBENTURE
(Monette Farms BC GP Ltd.)

Principal Sum: $2,000,000,000 Canadian Dollars
Interest Rate: 21.0% per annum
Date: June 21, 2024

ARTICLE 1 PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the "**Debtor**") hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of The Bank of Nova Scotia in its capacity as agent (in such capacity, the "**Agent**") for and on behalf of (a) The Bank of Nova Scotia and such other financial institutions as are or may become lenders (collectively, the "**Lenders**" and, individually, a "**Lender**") under the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") between Monette Farms Ltd., Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, the Lenders and the Agent, (b) all Hedging Affiliates (as defined in the Credit Agreement) of each Lender and (c) all Bank Product Affiliates (as defined in the Credit Agreement), for the benefit of the Agent, the Lenders, such Hedging Affiliates and Bank Product Affiliates (collectively, the "**Beneficiaries**"), the Principal Sum stipulated above at the Agent's offices at GWO - Loan Operations, 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9 or at such other place as the Agent may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.The Agent, on behalf of the Beneficiaries, is the person entitled to receive the principal of and interest on this debenture (this "**Debenture**") and all other amounts payable hereunder.

ARTICLE 2 CHARGE

Charge

2.1 As security for the due payment of the Principal Sum, interest and all other money payable hereunder and all other obligations hereunder (collectively, the "**Obligations**"), the Debtor hereby:

(a) grants, assigns, mortgages and charges, as and by way of a fixed and specific mortgage, assignment and charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns:

(i) all of the right, title, interest and estate of the Debtor (both present and future) in and to the property and interests (including, without limitation,

leasehold interests) described in Schedule "A" attached hereto (the "**Lands**"); all buildings, erections, structures, improvements, equipment, surface rights and fixtures now or hereafter constructed or placed in, under or upon the Lands (collectively, the "**Facilities**"), including, without limitation, the Facilities described in Schedule "A" attached hereto or otherwise associated with the Lands; all easements, rights-of-way, licences and privileges appurtenant or appertaining to the Lands; and all interests in any of the foregoing and all benefits and rights to be derived by the Debtor in respect thereof; and

(ii) all of the right, title and interest of the Debtor (both present and future) in, to and under the agreements, instruments and other documents described in Schedule "A" attached hereto or otherwise to the extent associated with the Lands, all as the same may be amended, modified, supplemented or restated from time to time; and

(b) charges, as and by way of a first floating charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns, all of the undertaking, property and assets of the Debtor, both present and future, of every nature and kind and wherever situate including, without limitation, all of its present and future personal and real property, goodwill, trade-marks, inventions, processes, patents and patent rights, materials, supplies, inventories, motor vehicles, trucks, trailers, machinery, implements, equipment and apparatus of every kind, furniture, rent, revenues, income, money, rights, powers, privileges, franchises, benefits, amenities, contracts, agreements, leases of real and personal property, licenses, permits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, investment property, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter and any and all proceeds of any of the foregoing, except only such property and assets as are validly and effectively subject to any fixed and specific mortgages and charges created hereunder.

In this Debenture, the mortgages, assignments and charges created and provided for are collectively called the "**Charge**" and the subject matter of the Charge is called the "**Charged Premises**".

Dealings in the Ordinary Course

2.2 Subject to Section 3.1 hereof and the Credit Agreement and until the Charge becomes enforceable pursuant to the terms of the Credit Agreement, the Debtor may dispose of or deal with the Charged Premises subjected to the floating charge and security interest created under Section 2.1 in the ordinary course of business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge.

Last Day

2.3 The Charge shall not extend or apply to the last day of the term of any lease or agreement to lease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day in trust for the Agent to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.4 The Charge does not and shall not extend to, and the Charged Premises shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Agent and shall assign such Contractual Rights to the Agent forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Agent, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

Crystallization Against Real Property

2.5 In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 4.1 and the Agent giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 NEGATIVE PLEDGE

Negative Pledge

3.1 Except as has otherwise been agreed in writing with the Agent and the Lenders or as expressly permitted by the Credit Agreement or any other Document (as defined in the Credit Agreement), the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Agent, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Premises.

ARTICLE 4 DEFAULT AND REMEDIES

Default

4.1 Upon the occurrence and continuance of an Event of Default (as defined in the Credit Agreement), the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Agent may realize upon the Charged Premises and shall have the following rights and remedies, which rights and remedies

may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Beneficiaries may have:

(a) the Agent may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Charged Premises and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Premises or any part thereof; and the term "Agent" when used in this Section 4.2 shall include any Receiver so appointed and the agents, officers and employees of such Receiver;

(b) the Agent may take possession of the Charged Premises and require the Debtor to make the Charged Premises available to the Agent;

(c) the Agent may take such steps as it considers desirable to maintain, preserve or protect the Charged Premises;

(d) the Agent may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Premises;

(e) the Agent may enforce any rights of the Debtor in respect of the Charged Premises by any manner permitted by law;

(f) the Agent may sell, lease or otherwise dispose of the Charged Premises by judicial sale, by foreclosure, at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Agent may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Premises or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any Vice President or Director of the Agent being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Premises by, from, through or under the Debtor;

(g) the Agent may accept the Charged Premises in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;

(h) the Agent may borrow money on the security of the Charged Premises for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Premises in priority to the Charge;

(i) the Agent may perform any obligation, covenant or provision under the Credit Agreement and the entire costs thereof are a charge on the Charged Premises and shall be added to the amounts due hereunder and shall be secured by the Charge; and

(j) the Agent may exercise any other right or remedy permitted by law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta) (the "**AB PPSA**") or any similar personal property legislation of any jurisdiction in which any of the Charged Premises is located or which, by the operation of law, governs or is deemed to govern the Charged Premises.

(2) The Debtor further agrees with the Agent that:

(a) the Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Premises and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Premises or for the purpose of preserving any rights of the Beneficiaries, the Debtor or any other person, firm or corporation in respect of the Charged Premises;

(b) the Agent or the Beneficiaries may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Charged Premises and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Premises and other securities as the Agent may see fit without prejudice to the liability of the Debtor to the Beneficiaries or the Beneficiaries' rights hereunder;

(c) to facilitate the realization of the Charged Premises, the Agent may, subject to applicable law, enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Premises and use all or any of the equipment and other personal property of the Debtor for such time as the Agent requires to facilitate such realization, free of charge (as between the Debtor and the Agent), and the Beneficiaries shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;

(d) the Agent may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;

(e) the Agent may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Premises, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and

(f) any proceeds of realization of the Charged Premises may be applied by the Agent to the payment of expenses in connection with the preservation and realization of the Charged Premises as above described and any balance of such proceeds shall be applied by the Agent to payment of any amount owing by the

Debtor to the Agent in such order as the Agent may see fit; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Agent has knowledge and may be applied or retained as reserves against potential claims that the Agent or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to applicable law) be paid to the Debtor.

(3) Any Receiver shall be entitled to exercise all rights and powers of the Agent hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Agent and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

(4) The Debtor hereby irrevocably appoints the Agent attorney on its behalf to sell or transfer the Charged Premises, to deal with the real property forming part of the Charged Premises and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Premises and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Premises or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5 GENERAL

Expenses

5.1 The Debtor shall pay to the Agent forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees on a solicitor and client basis, incurred by the Agent in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this Debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

5.2 This Debenture may be pledged by the Debtor as security for its indebtedness and liabilities. While this Debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness secured by this Debenture shall reduce the amount owing under this Debenture unless specifically appropriated to and noted on this Debenture by the Agent at the time of payment.

Not Negotiable

5.3 This Debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Agent are no greater than the rights of the Agent, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Agent would have been subject to.

No Waiver, Remedies

5.4 No failure on the part of the Beneficiaries or the Agent on their behalf to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or

partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

5.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given in such manner as is set forth in the Credit Agreement. The address for service for the Agent is 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9, and the address for service for the Debtor is c/o Monette Farms Ltd., P.O. Box 1298, Swift Current, Saskatchewan, S9H 3X4.

Additional Security

5.6 This Debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Beneficiaries.

Headings; References to Debenture

5.7 The division of this Debenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Debenture. The terms “this Debenture”, “hereof”, “hereunder” and similar expressions refer to this Debenture and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Debenture.

Number; Gender; Persons

5.8 In this Debenture words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Governing Law

5.9 This Debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

5.10 The Debtor hereby attorns and submits to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

5.11 This Debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation resulting from an amalgamation with the Debtor) except that the Debtor may not assign its obligations under this Debenture without the prior written consent of the Agent. This Debenture shall benefit the successors and permitted assigns of the Beneficiaries.

Time of the Essence

5.12 Time shall be of the essence with regard to this Debenture.

Discharge

5.13 The Debtor shall not be discharged from the Charge, this Debenture or any of its obligations hereunder except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

Waiver of Financing Statement, Etc.

5.14 The Debtor hereby waives the right to receive from the Agent or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture.

No Merger

5.15 No item or part of this Debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this Debenture or the Credit Agreement, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Beneficiaries under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Saskatchewan Waiver

5.16 The Debtor agrees that:

(a) *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in that Act, with respect to this Debenture or any agreement renewing, extending or collateral to this Debenture; and

(b) *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:

(i) this Debenture;

(ii) any mortgage, charge or other security for the payment of money made, given or created by this Debenture;

(iii) any agreement or instrument renewing or extending or collateral to this Debenture or renewing or extending or collateral to any mortgage, charge or other security referred to or mentioned in Section 5.16(b)(ii); or

(iv) the rights, powers, remedies of the Agent and of the other Beneficiaries under this Debenture or under any mortgage, charge, other security, agreement or instrument referred to or mentioned in Sections 5.16(b)(ii) or 5.16(b)(iii).

Expropriation

5.17 The Debtor hereby waives the provisions of sections 49 and 52 of the *Expropriation Act* (Alberta) and any legislation enacted in place thereof.

***Insurance Act* Waiver**

5.18 In the event that the Agent elects to apply any proceeds of insurance to the payment of the obligations secured, the Debtor hereby irrevocably waive the rights, benefits and provisions of any and all statutory provisions which may require that proceeds of insurance be used to restore or rebuild the improvements, including, without limitation, the *Fires Prevention (Metropolis) Act, 1774* and the *Insurance Act* (Alberta) and any legislation in substitution therefore.

Alberta Statutory Covenants

5.19 The Debtor hereby covenant and agree that:

(a) it is the registered and beneficial owner of the Charged Premises;

(b) it has the right to mortgage its interest in the Charged Premises;

(c) when the Charge becomes enforceable, the Agent shall have quiet possession of its interest in the Charged Premises, free from all encumbrances except for the Permitted Encumbrances (as defined in the Credit Agreement);

(d) it will execute such further assurances of its interest in the Charged Premises as may be requisite; and

(e) it has done no act to encumber its interest in the Charged Premises except for the Permitted Encumbrances.

Alberta Charge

5.20 For the better securing to the Agent (as mortgagee hereunder) the repayment in the manner aforesaid of the Principal Sum and interest and other obligations secured hereby, the Debtor (as mortgagor hereunder) DOES HEREBY mortgage to the Agent all of its estate and interest in the Charged Premises.

Evergreen Grant

5.21 For the purposes of Section 13(2) of the AB PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be

novated and re-granted each year on the anniversary date of this Debenture, without any further action of the Debtor or the Agent. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Debenture is discharged by the Agent pursuant to Section 5.13 hereof.

Conflict of Terms; Entire Agreement

5.22 This Debenture has been entered into as collateral security for the Obligations, the Lender Financial Instrument Obligations (as defined in the Credit Agreement) and the Bank Product Obligations (as defined in the Credit Agreement) and is subject to all the terms and conditions of the Credit Agreement, the Bank Products (as defined in the Credit Agreement) and the Lender Financial Instruments (as defined in the Credit Agreement) and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Bank Products or the Lender Financial Instruments, the rights and obligations of the Debtor, the Agent and the Beneficiaries shall be governed by the provisions of the Credit Agreement, the Bank Products and the Lender Financial Instruments (as applicable). This Debenture together with the Credit Agreement, the Lender Financial Instruments, the Bank Product documentation and all other Documents constitute the entire agreement between the Debtor and the Agent with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

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IN WITNESS WHEREOF the Debtor has executed this Debenture as of the date first written above.

MONETTE FARMS BC GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

Schedule "A"

Lands

Nil.

Facilities

Nil.

Agreements and Instruments

Nil.

THIS DEBENTURE PLEDGE AGREEMENT made as of June 21, 2024;
(Monette Farms BC GP Ltd.)

Description of Fixed and Floating Charge Demand Debenture

Principal Sum: $2,000,000,000 Canadian Dollars

Interest Rate: 21.0% per annum

Date: June 21, 2024

WHEREAS:

A. The Bank of Nova Scotia and certain other lenders (collectively, the "**Lenders**") and The Bank of Nova Scotia in its capacity as agent on behalf of the Lenders (in that capacity, the "**Agent**") have entered into a fifth amended and restated credit agreement with Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farms USA, Inc. and Darrel Noel Monette (collectively, the "**Borrowers**"), as borrowers, originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") pursuant to which the Lenders have agreed to make credit facilities available to the Borrowers;

B. Monette Farms BC GP Ltd. (the "**Debtor**") is an Affiliate of the Canadian Borrower and has executed and delivered to the Agent and the Lenders a guarantee made as of the date hereof (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Guarantee**") wherein, *inter alia*, the Debtor has guaranteed all present and future Obligations (as defined in the Guarantee);

C. In order to secure the payment and performance of all present and future Obligations (as hereinafter defined) of the Debtor to the Agent, the Lenders, the Bank Product Affiliates and the Hedging Affiliates (collectively, the "**Beneficiaries**"), the Debtor has created and issued to the Agent the debenture described above (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Debenture**");

D. The purpose of this Debenture Pledge Agreement is to set forth the terms and conditions upon which the Debenture is to be held by the Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees and covenants with the Agent as follows:

1. The Debtor hereby grants a security interest in and deposits with and pledges to the Agent the Debenture to be held by the Agent as general and continuing collateral security for the payment and performance of all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (b) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (c) all obligations, liabilities and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and

thereafter increased or entirely extinguished and thereafter incurred again (collectively, the "**Obligations**").

2. The Agent shall neither demand payment pursuant to the Debenture nor enforce the security constituted thereby unless the Agent shall be entitled to do so pursuant to the provisions of the Credit Agreement and the other agreements, instruments or documents establishing, creating or evidencing any Obligations (collectively, the "**Credit Documents**"), but thereafter the Agent may at any time exercise and enforce all of the rights and remedies of a holder of the Debenture as if the Agent was the absolute owner thereof without notice to or control by the Debtor, and any such remedy may be exercised separately or in combination with, and shall be in addition to and not in substitution for, any other right or remedy of the Agent and the Beneficiaries however created, provided that the Agent shall not be bound to exercise any such right or remedy.

3. Subject to the requirements of applicable law, the Agent shall not be bound under any circumstances to realize upon or under the Debenture and shall not be responsible to the Debtor for any loss occasioned by any sale or other dealing with the Debenture or the Charged Premises (as defined in the Debenture) or by the retention of or failure to sell or otherwise deal with the same.

4. The proceeds of or any other amount received pursuant to the Debenture shall be applied by the Agent on account of the Obligations in such order as set out in the Credit Agreement without prejudice to the Agent's or the Beneficiaries' claim upon the Debtor for any deficiency. Subject to the requirements of applicable law, any surplus realized by the Agent in excess of the Obligations shall be paid over to the Debtor.

5. Subject to paragraph 2 hereof, the Agent shall not be obliged to exhaust its recourse against the Debtor, any other person or persons, or any other security it may hold with respect to the Obligations before realizing upon, under, or otherwise dealing with the Debenture in such manner as the Agent sees fit. The Agent and the other Beneficiaries may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with other parties, sureties or securities as they may see fit, without prejudice to the liability of the Debtor or the Agent's or the other Beneficiaries' rights in respect of the Debenture.

6. Notwithstanding the stated interest rate per annum in the Debenture, payment to the Beneficiaries or, in the case of Obligations payable pursuant to the Credit Agreement, the Agent for the account of the Lenders, of the relevant interest, fees and other amounts owing under the Credit Documents for any period in respect of the Obligations at the current rate at which the Obligations bear interest for such period pursuant to the Credit Documents shall be deemed to be payment in satisfaction of the interest payment for the same period under the Debenture.

7. The Debenture shall not operate by way of merger of any of the Obligations and no judgment recovered by the Agent or the other Beneficiaries shall operate by way of merger of or in any way affect the security of the Debenture which is in addition to and not in substitution for any other security now or hereafter held by the Agent or the other Beneficiaries with respect to the Obligations.

8. Notwithstanding the form and terms of the Debenture and the provisions of this Debenture Pledge Agreement, (a) the Agent shall not claim or realize an amount under or in respect of the Debenture in excess of the aggregate Obligations (for certainty, the Obligations being determined (i) without including the stated Principal Sum (as defined in the Debenture) of the Debenture and (ii) subject to paragraph 6 hereof, without reference to the stated interest rate per annum in the Debenture) from time to time, of the Debtor to the Agent and the Beneficiaries and (b) the provisions of this Debenture Pledge Agreement and the Debenture, in particular, but without limitation, Sections 2.2 and 3.1 of the Debenture, are subject

to the provisions of the Guarantee and the Credit Agreement relating to the subject matter thereof. If there are any express conflicts or inconsistencies between the terms of the Guarantee, the Credit Agreement and the Debenture or this Debenture Pledge Agreement, then the terms of the Guarantee and the Credit Agreement, as applicable, shall govern in all respects to the extent necessary to eliminate such express conflicts or inconsistencies.

9. Upon payment and satisfaction in full of the Obligations and cancellation in full of the credit facilities established under the Credit Agreement when none of the Beneficiaries has other credit facilities in favour of or any obligation to provide credit to the Debtor, the Agent shall, at the request of the Debtor, deliver up the Debenture to the Debtor and shall, at the request and expense of the Debtor, execute and deliver to the Debtor releases, discharges and such other instruments as shall be required to effectively discharge the Charge (as defined in the Debenture).

10. Time shall be of the essence with regard to this Debenture Pledge Agreement.

11. Capitalized terms used herein without express definition shall have the same meanings ascribed thereto as are set forth in the Credit Agreement.

12. This Debenture Pledge Agreement shall enure to the benefit of and be binding upon the Debtor, the Agent and the other Beneficiaries and their respective successors and permitted assigns.

13. The parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture Pledge Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture Pledge Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of either party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

14. This Debenture Pledge Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta.

15. The Debtor hereby waives the right to receive from the Agent or the Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture Pledge Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture Pledge Agreement.

16. The Debtor may not assign its obligations under this Debenture Pledge Agreement without the prior written consent of the Agent.

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IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

MONETTE FARMS BC GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name:
Title:

Per: _____
Name:
Title:

IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

MONETTE FARMS BC GP LTD.

Per: _____
Name:
Title:

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name: Sarah Scuglia
Title: Director, Global Loan Syndications Canada

Per: _____
Name: Venita Ramjattan
Title: Associate, Global Loan Syndications Canada

MONETTE FARMS BC LIMITED PARTNERSHIP

GUARANTEE

MADE AS OF JUNE 21, 2024

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MONETTE FARMS BC LIMITED PARTNERSHIP

GUARANTEE

THIS GUARANTEE is made as of June 21, 2024

WHEREAS the Guarantor is an Affiliate of the Canadian Borrower;

AND WHEREAS the Guarantor has agreed to provide a guarantee with respect to the Credit Facilities provided by the Lenders pursuant to the Credit Agreement and with respect to the Lender Financial Instrument Obligations and the Bank Product Obligations;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of Cdn. $10.00 now paid by the Beneficiaries to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Guarantor hereby covenants and agrees with the Beneficiaries as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

(a) In this Guarantee and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "**Beneficiary**" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Beneficiaries' Counsel**" means Dentons Canada LLP or such other firm of lawyers as may be selected by the Beneficiaries from time to time.

"Canadian Borrower" means Monette Farms Ltd. and its successors and permitted assigns.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024, between the Canadian Borrower, Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, The Bank of Nova Scotia and such other financial institutions as are or may become parties thereto, as lenders, and The Bank of Nova Scotia as agent of such lenders, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Default Rate**" means a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum.

"**Documents**" means, collectively, the Documents as defined in the Credit Agreement together with any and all Lender Financial Instruments.

"**Excluded Swap Obligations**" means, with respect to the Guarantor, any Swap Obligation if (and only if), and to the extent that, all or a portion of this Guarantee, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Guarantee**" means this guarantee, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Guarantor**" means Monette Farms BC Limited Partnership and its successors and permitted assigns.

"**Loan Parties**" means, collectively, Darrel Noel Monette, Monette Farm Family Trust and the Loan Parties (as such term is defined in the Credit Agreement), excluding the Guarantor, and "Loan Party" means any one of them.

"**Obligations**" means, collectively and at any time and from time to time, except for Excluded Swap Obligations, all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Loan Parties to any of the Beneficiaries or to all of them including, without limitation, (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and other Documents and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Loan Parties under the Credit Agreement and other Documents, (ii) all Bank Product Obligations of the Loan Parties of or owing by the Loan Parties to any and all Lenders and Bank Product Affiliates and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Loan Parties to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, the Guarantor and each Loan Party (that provides a guarantee to the Beneficiaries) and that has total assets exceeding U.S. $10,000,000 at the time the relevant guarantee or grant of the

relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

(b) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement (except, for certainty, the term "Loan Parties" which shall have the meaning described herein). For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantee. The terms "this Guarantee", "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

1.3 Number; persons; including

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, limited and unlimited liability companies, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 *Interest Act* (Canada)

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.5 Nominal Rates

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Guarantee; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after demand, default and judgment. The rates of interest specified in this Guarantee are intended to be nominal rates and not effective rates and any interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

1.6 References to Guarantor

All references in this Guarantee to representations and warranties by, covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Guarantor" shall, as the context requires, be and shall be construed as being by the general partner of the Guarantor on behalf of and in respect of the Guarantor.

ARTICLE 2
GUARANTEE

2.1 Guarantee of Obligations

The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiaries the payment and performance of all of the Obligations, together with interest thereon as provided in Section 5.4.

2.2 Indemnity

If any or all of the Obligations are not duly paid or performed by the Loan Parties and are not recoverable under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Beneficiaries from and against all losses resulting from the failure of the Loan Parties to pay and perform such Obligations.

2.3 Guarantor as Principal Obligor

If any or all of the Obligations are not duly paid or performed by the Loan Parties after demand therefor and are not recoverable under Section 2.1 or the Beneficiaries are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations shall, as a separate and distinct obligation, be recoverable by the Beneficiaries from the Guarantor as the primary obligor and principal debtor in respect thereof and shall be paid to the Beneficiaries forthwith after demand therefore as provided herein.

2.4 Guarantee Absolute and Unconditional

The liability and obligations of the Guarantor hereunder shall be continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by, and the Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the Obligations, covenants or undertakings of the Loan Parties under the Documents;

(b) any modification or amendment of or supplement to the Obligations;

(c) any loss of or in respect of any security held by the Beneficiaries, whether occasioned by the fault of the Beneficiaries or otherwise, including any release, non-perfection or invalidity of any such security;

(d) any change in the existence, structure, constitution, name, control or ownership of a Loan Party or any other person, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Loan Parties or any other person or their respective assets;

(e) the existence of any set-off, counterclaim, claim or other right which the Guarantor or the Loan Parties may have at any time against the Beneficiaries or any other person, whether in connection with the Credit Agreement, this Guarantee or any unrelated transaction;

(f) any provision of applicable law purporting to prohibit or limit the payment by the Loan Parties of any Obligation, and the foregoing is hereby waived by the Guarantor to the extent permitted under applicable law;

(g) any limitation, postponement, prohibition, subordination or other restriction on the right of a Beneficiary to payment of the Obligations;

(h) any release, substitution or addition of any other guarantor of the Obligations;

(i) any defence arising by reason of any failure of any Beneficiary to make any presentment, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non-payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations;

(j) any defence arising by reason of any failure of a Beneficiary to proceed against any of the Loan Parties or any other person, or to apply or exhaust any security held from any of the Loan Parties or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Beneficiaries;

(k) any defence arising by reason of the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any security or guarantee in support thereof, or by reason of any incapacity, lack of authority, or other defence of any of the Loan Parties or any other person, or by reason of any limitation, postponement or prohibition on a Beneficiary's rights to payment, or the cessation from any cause whatsoever of the liability of any of the Loan Parties or any other person with respect to all or any part of the Obligations (other than

irrevocable payment to the Beneficiaries in full, in cash, of the Obligations), or by reason of any act or omission of the Beneficiaries or others which directly or indirectly results in the discharge or release of any of the Loan Parties or any other person or of all or any part of the Obligations or any security or guarantee therefor, whether by contract, operation of law or otherwise;

(l) any defence arising by reason of the failure by a Beneficiary to obtain, register, perfect or maintain a Security Interest in or upon any property of any of the Loan Parties or any other person, or by reason of any interest of the Beneficiaries in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral;

(m) any defence arising by reason of the failure of the Beneficiaries to marshal assets;

(n) to the extent permitted under applicable law, any defence based upon any failure of the Beneficiaries to give to any of the Loan Parties or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(o) any defence based upon or arising out of any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any of the Loan Parties or any other person, including any discharge or bar against collection of any of the Obligations; or

(p) any other law, event or circumstance or any other act or failure to act or delay of any kind by the Loan Parties, the Beneficiaries or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the Beneficiaries is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Loan Parties for reimbursement, the Guarantor's right to recover contribution from any other guarantor or any other right or remedy of the Guarantor.

ARTICLE 3
DEALINGS WITH THE LOAN PARTIES AND OTHERS

3.1 No Release

The Beneficiaries may, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability and obligations hereunder:

(a) grant time, renewals, extensions, indulgences, releases and discharges to the Loan Parties or any other guarantor or endorser;

(b) take or abstain from taking security or collateral from the Loan Parties or any other guarantor or endorser or from perfecting security or collateral of the Loan Parties or any other guarantor or endorser;

(c) accept compromises from the Loan Parties or any other guarantor or endorser;

(d) subject to the Documents, apply all money at any time received from a Loan Party or any of them or from security upon such part of the Obligations as the Beneficiaries may see fit or change any such application in whole or in part from time to time as the Beneficiaries may see fit; or

(e) otherwise deal with the Loan Parties and all other persons and security as the Beneficiaries may see fit.

3.2 No Exhaustion of Remedies

The Beneficiaries shall not be bound or obligated to exhaust their recourse against any of the Loan Parties or any other person or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 5) before the Beneficiaries shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

3.3 Evidence of Obligations

Any account settled or stated in writing by or between a Beneficiary or the Beneficiaries, as the case may be, and the Loan Parties shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

3.4 No Set-off

In any claim by the Beneficiaries against the Guarantor hereunder, the Guarantor shall not claim or assert any set-off, counterclaim, claim or other right that the Loan Parties or the Guarantor may have against one or more of the Beneficiaries.

ARTICLE 4
CONTINUING GUARANTEE

4.1 Continuing Guarantee

This Guarantee shall be a continuing guarantee and shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by any Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), all as though such payment had not been made.

4.2 Revival of Indebtedness

If at any time, all or any part of any payment previously received by a Beneficiary and applied to any Obligation must be rescinded or returned by the Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), such Obligation shall, for the purpose of this Guarantee, to the extent that such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Beneficiary, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Beneficiary had not been made.

ARTICLE 5
DEMAND FOR PAYMENT, EXPENSES AND INTEREST

5.1 Demand for Payment

The Beneficiaries shall be entitled to make demand upon the Guarantor at any time during the continuance of an Event of Default and upon any such demand the Beneficiaries may treat all Obligations as due and payable and may forthwith collect from the Guarantor all Obligations. The Guarantor shall make payment to or performance in favour of the Beneficiaries of all Obligations forthwith after demand therefor is made upon the Guarantor by the Beneficiaries as aforesaid.

5.2 Stay of Acceleration

If acceleration of the time for payment of any amount payable by any of the Loan Parties in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of any of the Loan Parties or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiaries.

5.3 Expenses

The Guarantor shall pay to the Beneficiaries all reasonable out of pocket costs and expenses as provided in Section 14.1 of the Credit Agreement.

5.4 Interest

Any payment obligation comprised in the Obligations guaranteed hereunder which is not paid when due hereunder shall bear interest, to the extent not already included in the Obligations, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment at the rate or rates provided in the relevant Document for such Obligations or, in the event no such rate is provided for therein, at a rate per annum that is equal to the Default Rate. Any other amounts payable pursuant hereto, including pursuant to Section 5.3, which are not paid when due hereunder shall bear interest, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment or reimbursement thereof by the Guarantor at a rate per annum that is equal to the Default Rate. All such interest shall accrue daily and shall be payable by the Guarantor on demand by the Beneficiaries.

ARTICLE 6
SUBROGATION

6.1 Subrogation

(a) Until all the Obligations have been irrevocably paid in full in cash, the Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by applicable law, any right to enforce any remedy which the Beneficiaries now have or may hereafter have against the Loan Parties in respect of the Obligations, and until such time the Guarantor waives any benefit of, and any right to participate in, any security, now or hereafter held by the Beneficiaries for the Obligations.

(b) If (i) the Guarantor performs or makes payment to the Beneficiaries of all amounts owing by the Guarantor under this Guarantee, and (ii) the Obligations are performed and irrevocably paid in full then the Beneficiaries will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of the Beneficiaries' interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; COVENANTS

7.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Beneficiaries and acknowledges and confirms that each of the Beneficiaries is relying upon such representations and warranties:

(a) Status and Authority

It is a limited partnership existing under the laws of British Columbia, is validly existing under those laws and is registered to carry on business in all jurisdictions in which the failure to be so registered would reasonably be expected to have a Material Adverse Effect and has all authority, capacity and powers and all material Governmental Authorizations required to carry on its business as now conducted.

(b) Valid Authorization

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which it is a party (i) is within the Guarantor's authority, capacity and power, (ii) has been duly authorized by all necessary partnership and other action and such authorizations remain in full force and effect, (iii) requires no Governmental Authorization or action by or in respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under its constating or other organizational documents, any provision of applicable law by which it is bound or to which any of its assets are subject, or cause a limitation on its powers (or, to the extent applicable, the

powers of its directors) to be exceeded, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of its Affiliates (other than, in the case of (iii) and (iv) above, pursuant to the Security).

(c) Enforceability of Documents

This Guarantee and each of the other Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(d) Eligible Contract Participant

It is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

7.2 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.

7.3 Nature of Representations and Warranties

The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigations or examinations which may be made by the Beneficiaries or Beneficiaries' Counsel. Such representations and warranties shall survive until this Guarantee has been terminated.

7.4 Covenants Contained in the Credit Agreement and Other Documents

The Guarantor hereby covenants and agrees with the Beneficiaries that the Guarantor shall observe, perform and comply with any and all of the covenants of the Borrowers contained in the Credit Agreement or other Documents that the Canadian Borrower agrees that the Guarantor and any of the other Loan Parties shall observe, perform and comply with or that the Canadian Borrower shall cause the Guarantor and such other Loan Parties to observe, perform and comply with.

7.5 Keepwell

To the extent the Guarantor is a Qualified ECP Guarantor, it hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Loan Party (that provides a guarantee to the Beneficiaries) to honour all of its obligations under its Guarantee in respect of Swap Obligations (provided, however, that the Guarantor shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering

its obligations under this Section, or otherwise under this Guarantee, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Guarantor under this Section shall remain in full force and effect until discharged in accordance with the provisions of this Guarantee. The Guarantor intends that this Section constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Loan Party (that provides a guarantee to the Beneficiaries) for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE 8
SUBORDINATION AND POSTPONEMENT

8.1 Postponement

All debts and liabilities, present and future, of the Loan Parties to the Guarantor are hereby assigned to the Agent and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Agent and, upon the occurrence and during the continuance of an Event of Default, forthwith upon receipt will be paid over to the Beneficiaries, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

ARTICLE 9
GENERAL

9.1 Waiver of Notices

The Guarantor hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to this Guarantee and the obligations guaranteed hereunder, except for the demand pursuant to Section 5.1.

9.2 Benefit of the Guarantee

This Guarantee shall enure to the benefit of the respective successors and permitted assigns of the Beneficiaries and be binding upon the successors of the Guarantor.

9.3 Foreign Currency Obligations

The Guarantor shall make payment relative to each Obligation in the currency (the "**original currency**") in which the Loan Parties are required to pay such Obligation. If the Guarantor makes payment relative to any Obligation to the Beneficiaries in a currency (the "**other currency**") other than the original currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the original currency which the Beneficiaries are able to purchase with the amount of other currency they receive on the date of receipt in accordance with normal practice. If the amount of the original currency

which the Beneficiaries are able to purchase is less than the amount of such currency originally due in respect of the relevant Obligation, the Guarantor shall indemnify and save the Beneficiaries harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Guarantee, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Beneficiaries and shall continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order. A certificate of a Beneficiary as to any such loss or damage shall constitute *prima facie* evidence thereof, in the absence of manifest error.

9.4 Taxes and Set-off by Guarantor

All payments by the Guarantor under this Guarantee, whether in respect of principal, interest, interest on overdue and unpaid interest, fees or any other Obligations, shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the Guarantor is prohibited by applicable laws from doing so, in which event the Guarantor shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) forthwith pay to the Beneficiaries such additional amount so that the net amount received by the Beneficiaries will equal the full amount which would have been received by it had no such deduction or withholding been made;

(c) pay to the relevant taxation or other authorities, within the period for payment required by applicable laws, the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to this Section); and

(d) furnish to the Beneficiaries promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid.

9.5 No Waiver; Remedies

No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.7 Amendments and Waivers

Any provision of this Guarantee may be amended, waived or a consent given in respect thereof with the concurrence of the Guarantor and the Agent on behalf of the Beneficiaries. Any waiver and any consent by the Agent on behalf of the Beneficiaries under any provision of this Guarantee must be in writing signed by the Agent and may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.8 Additional Security

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees) now or hereafter held by the Beneficiaries and any other rights or remedies they might have.

9.9 Notices

Any demand, notice or other communication (hereinafter in this Section referred to as a "**Communication**") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery, telecopier or other electronic means or by registered mail addressed to the recipient as follows:

To the Agent on behalf of the Beneficiaries as follows:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

To the Guarantor:

Monette Farms BC Limited Partnership
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile: (306) 627-3793

or such other address or telecopy number as may be designated by notice by any party to the other. Any Communication given by personal delivery or telecopier or other electronic means shall be conclusively deemed to have been given on the day of actual delivery or transmittal thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery, telecopier or other electronic means.

9.10 Assignment

The rights of the Beneficiaries under this Guarantee may be assigned by the Beneficiaries in accordance with the provisions of the Credit Agreement and without the consent of the Loan Parties or the Guarantor during the continuance of an Event of Default and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee.

9.11 Time of Essence

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Beneficiaries.

9.12 Financial Condition of the Loan Parties

The Guarantor is fully aware of the financial condition of each of the Loan Parties and acknowledges that it shall receive a benefit from each Loan Party entering into the Documents to which each such Loan Party is a party. The Guarantor assumes all responsibility for being and keeping itself informed of the Loan Parties' financial condition and assets, and of all other circumstances bearing upon the risk of non-payment or non-performance of the Obligations and the nature, scope and extent of the risks which the Guarantor assumes and incurs hereunder, and agrees that the Beneficiaries shall not have a duty to advise the Guarantor of information known to any of them regarding such circumstances or risks.

9.13 Acknowledgement of Documentation

The Guarantor hereby acknowledges receipt of a true and complete copy of the other Documents and all of the terms and conditions thereof.

9.14 Entire Agreement

This Guarantee and the other Documents constitute the entire agreement between the Beneficiaries and the Guarantor with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein or therein.

9.15 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.16 Attornment

The Guarantor and each of the Beneficiaries hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to this Guarantee. For the purpose of all such legal proceedings, the courts of the Province of

Alberta shall have jurisdiction to entertain any action arising under this Guarantee. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of the Guarantor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first written above.

MONETTE FARMS BC LIMITED PARTNERSHIP by its general partner MONETTE FARMS BC GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title

GENERAL SECURITY AGREEMENT
(Monette Farms BC Limited Partnership)

THIS AGREEMENT made as of June 21, 2024

B E T W E E N :

MONETTE FARMS BC LIMITED PARTNERSHIP, a limited partnership existing under the laws of British Columbia (hereinafter referred to as the "**Debtor**")

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, in its capacity as Agent (hereinafter referred to as the "**Secured Party**")

WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of the Obligations (as hereinafter defined), the security interest and assignment, mortgage and charge granted herein;

AND WHEREAS the Lenders, the Bank Product Affiliates and the Hedging Affiliates have appointed and authorized the Secured Party to act as their agent and attorney for the purpose of holding security granted by the Debtor;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, this Section and any schedules or attachments hereto, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "Beneficiary" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Borrowers**" means, collectively, Monette Farms Ltd., Monette Farms USA, Inc. and Darrel Noel Monette and each of their successors and permitted assigns.

"**Charge**" means the security interests, assignments, mortgages and charges created hereunder.

"**Collateral**" has the meaning set out in Section 2.1.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between the Borrowers, as borrowers, the Secured Party, as agent, and the Lenders, as lenders, relating to the establishment of certain credit facilities in favour of the Borrowers, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Guarantee**" means the guarantee made as of even date herewith by the Debtor in favour of the Beneficiaries, as the same may be amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Obligations**" means, collectively and at any time and from time to time, all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (b) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (c) all liabilities, obligations and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

1.2 Definitions used in the Credit Agreement

Capitalized terms used herein without express definition shall, unless something in the subject matter or context is inconsistent therewith, have the same meanings as are ascribed to such terms in the Credit Agreement.

1.3 *Personal Property Security Act* (Alberta) Definitions

The terms "accessions", "accounts", "chattel paper", "documents of title", "goods", "instruments", "intangibles", "inventory", "investment property" "money" and "proceeds" whenever used herein shall have the meanings given to those terms in the *Personal Property Security Act* (Alberta) (the "**PPSA**"), as now enacted or as the same may from time to time be amended, re-enacted or replaced.

1.4 Headings and References

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.5 Included Words

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.6 Calculation of Interest

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.7 Schedules

Any schedule to this Agreement is incorporated by reference and shall be deemed to be part of this Agreement.

1.8 References to Debtor

All references in this Agreement to representations and warranties by, covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Debtor" shall, as the context requires, be and shall be construed as being by the general partner of the Debtor on behalf of and in respect of the Debtor.

ARTICLE 2
GRANT OF SECURITY

2.1 Security

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby pledges, hypothecates, assigns, charges, conveys, sets over and transfers unto the Secured Party for the benefit of the Beneficiaries and grants to the Secured Party a security interest in all of the present and future undertaking, assets and property, both real and personal of the Debtor including, without limitation, all present and after-acquired personal property of the Debtor (collectively, the "**Collateral**"), and as further general and continuing security for the payment and performance of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral to the Secured Party (with respect to real property, as and by way of a floating charge). Without limiting the generality of the foregoing, the Collateral shall include all right, title and interest that the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in all property of the following kinds:

(a) Accounts Receivable: all debts, accounts, accounts receivables, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the "**Receivables**");

(b) Inventory: all inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all goods held for sale or lease, or furnished or to be furnished under contracts for service, or that are work in progress, or that are raw materials used or consumed in the business of the Debtor (collectively, the "**Inventory**");

(c) Equipment: all goods, machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not Inventory, including, without limiting the generality of the foregoing, the tangible personal property described in any schedule hereto executed by both the Debtor and the Secured Party;

(d) Chattel Paper: all chattel paper;

(e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(f) Investment Property and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other investment property including, without limitation, securities accounts, financial assets, securities entitlements and all instruments (collectively, the "**Securities**");

(g) Intangibles: all intangibles not described in Section 2.1(a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;

(h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(i) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in Sections 2.1(a) to (h) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;

(j) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in Sections 2.1(a) to (i) inclusive; and

(k) Proceeds: all proceeds of the property described in Sections 2.1(a) to (j) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for the loss of or damage to such property;

provided that the Charge shall not: (i) extend, include or apply to the last day of the term of any lease now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said Charge, the Debtor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said Charge, (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound or (iii) extend to, and the Collateral shall not include any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which

the Debtor has benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of, or permit any person to terminate, the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

2.2 Attachment of Security Interest

The Debtor acknowledges (i) that value has been given, (ii) that the security interest granted hereby shall attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral, (iii) it has not agreed to postpone the time of attachment of the security interest and (iv) it has received a copy of this Agreement.

2.3 Crystallization against Real Property

In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 5.1 and the Secured Party giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

2.4 Evergreen Grant

For the purposes of Section 13(2) of the PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be novated and re-granted each year on the anniversary date of this Agreement, without any further action of the Debtor or the Secured Party. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Agreement is discharged by the Secured Party pursuant to Section 6.8 hereof.

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 Representations and Warranties

The Debtor hereby represents and warrants to the Secured Party and the Beneficiaries that (and acknowledges that the Secured Party and the Beneficiaries are relying on the same):

(a) the address of the Debtor's chief executive office (as such term is utilized in the PPSA) is Suite 1800-510 West Georgia Street, Vancouver, British Columbia V6B 0M3;

(b) the address of the office where the Debtor keeps its records respecting the Receivables is Suite 1800-510 West Georgia Street, Vancouver, British Columbia V6B 0M3;

(c) all of the tangible property and assets of the Debtor, real or personal, are located in the Province of British Columbia; and

(d) it has not granted "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

3.2 Survival of Representations and Warranties

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement notwithstanding any investigations or examinations which may be made by any of the Beneficiaries or their legal counsel. Such representations and warranties shall survive until this Agreement has been terminated and discharged in accordance with Section 6.8 hereof.

3.3 Covenants

The Debtor covenants with the Secured Party that the Debtor shall:

(a) not change its name or the jurisdiction of its chief executive office or the location of the office where it keeps its records respecting the Receivables without giving 15 days' prior written notice thereof to the Secured Party;

(b) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement, including, without limitation, to enforce the Charge and remedies provided hereunder, or to better evidence and perfect the Charge, and, upon the occurrence of an Event of Default, the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any receiver or receiver and manager appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;

(c) pay to the Secured Party forthwith upon demand all reasonable costs and expenses as provided in Section 14.1 of the Credit Agreement; and

(d) not grant "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

ARTICLE 4
SECURITIES; ACCOUNT DEBTORS

4.1 Registration of Securities

The Secured Party may require that the Debtor have any Securities registered in the name of the Secured Party or in the name of its nominee and shall be entitled but not bound or required to exercise any of the rights that any holder of such Securities may at any time have, provided that, until an Event of Default has occurred and is continuing, the Debtor shall be entitled to exercise all voting power from time to time exercisable in respect of the Securities and receive Distributions payable with respect to the Securities as provided for and permitted pursuant to the Credit Agreement. The Beneficiaries shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor shall from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

4.2 Notification of Account Debtors

The Secured Party may give notice of this Agreement and the Charge granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, following the occurrence of an Event of Default that is continuing, may give notice to any such account debtors or other person to make all further payments to the Secured Party, and, after the occurrence and during the continuance of an Event of Default, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and forthwith paid over to the Secured Party on request.

4.3 Control of Investment Property

At the request of the Secured Party, the Debtor shall take all steps in order to provide “control” (within the meaning of the PPSA) to the Secured Party of all Investment Property including, without limitation, delivering all share certificates relating to such Investment Property.

ARTICLE 5
REMEDIES

5.1 Remedies

(a) Upon the occurrence and during the continuance of any Event of Default any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable and, in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently, or both, and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

(i) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Collateral (which term when used in this Section 5.1 shall include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 5.1 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;

(iii) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(iv) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;

(v) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;

(vi) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Collateral or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any officer or duly authorized representative of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Collateral by, from, through or under the Debtor;

(vii) the Secured Party may accept the Collateral in satisfaction or partial satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law;

(viii) the Secured Party may borrow money on the security of the Collateral for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Collateral in priority to the Charge;

(ix) the Secured Party may enter upon, occupy and use all or any of the Collateral occupied by the Debtor and use all or any of the Collateral for such time as the Secured Party requires to facilitate the realization of the

Collateral, free of charge, and the Secured Party and the Beneficiaries will not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges, depreciation or damages in connection with such actions;

(x) the Secured Party may charge on its own behalf and pay to others all amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at a rate per annum equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum and (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum, shall be added to and form part of the Obligations hereby secured; and

(xi) the Secured Party may discharge any claim, Security Interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with all reasonable costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured.

(b) The Secured Party and the Beneficiaries may:

(i) grant extensions of time;

(ii) take and perfect or abstain from taking and perfecting security;

(iii) give up securities;

(iv) accept compositions or compromises;

(v) grant releases and discharges; and

(vi) release any part of the Collateral or otherwise deal with the Debtor, debtors and creditors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit,

without prejudice to the liability of the Debtor to the Secured Party and the Beneficiaries or the Beneficiaries' rights hereunder.

(c) The Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the

Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral.

(d) The Secured Party shall apply any proceeds of realization of the Collateral to payment of reasonable expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party shall apply any balance of such proceeds to payment of the Obligations in accordance with the Credit Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party and the Beneficiaries forthwith on demand. Subject to the requirements of applicable law, any surplus realized in excess of the Obligations shall be paid over to the Debtor.

(e) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

ARTICLE 6
GENERAL

6.1 Benefit of the Agreement

This Agreement shall be binding upon the successors and permitted assigns of the Debtor and shall benefit the successors and permitted assigns of the Secured Party and other Beneficiaries.

6.2 Conflict of Terms; Entire Agreement

This Agreement has been entered into as collateral security for the Obligations and is subject to all the terms and conditions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments or the documents in respect of Bank Products, the rights and obligations of the Debtor, Secured Party and Beneficiaries shall be governed by the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products, as applicable. This Agreement together with the Credit Agreement, the Guarantee, the Lender Financial Instruments, the documents in respect of Bank Products and all other Documents constitute the entire agreement between the Debtor and the Secured Party with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

6.3 No Waiver

No delay or failure by the Beneficiaries in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

6.4 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

6.5 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, facsimile or other electronic means, addressed to the recipient as follows:

To the Debtor:

Monette Farms BC Limited Partnership
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile No.: (306) 627-3793

To the Secured Party:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

or such other address, electronic communication number, or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication during normal business hours at the place of receipt on a Banking Day shall be conclusively deemed to have been made or given at the time of actual delivery or transmittal, as the case may be, on such Banking Day. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication after normal business hours at the place of receipt or otherwise than on a Banking Day shall be conclusively deemed to have been made or given at 9:00 a.m. (Calgary time) on the first Banking Day following actual delivery or transmittal, as the case may be.

6.6 Modification; Waivers; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by the Debtor and the Secured Party. No waiver of any provision of this Agreement by the Secured Party shall be effective unless the same is in writing and signed

by the Secured Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The rights of the Secured Party (including those of any Beneficiary) under this Agreement may only be assigned in accordance with the requirements of the Credit Agreement, the applicable document in respect of Bank Products or applicable Lender Financial Instrument (as the case may be). The Debtor may not assign its obligations under this Agreement. Any assignee of a Beneficiary shall be bound hereby, *mutatis mutandis*.

6.7 Additional Continuing Security

This Agreement and the Charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or the Beneficiaries and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

6.8 Discharge

The Debtor and the Collateral shall not be discharged from the Charge or from this Agreement except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

6.9 No Release

The loss, injury or destruction of the Collateral shall not operate in any manner to release or discharge the Debtor from any of its liabilities to the Beneficiaries.

6.10 No Obligation to Act

Notwithstanding any provision of this Agreement or any other Document or the operation, application or effect hereof, the Secured Party, the other Beneficiaries or any Receiver, or any representative or agent acting for or on behalf of the foregoing, shall not have any obligation whatsoever to exercise or refrain from exercising any right, power, privilege or interest hereunder or to receive or claim any benefit hereunder.

6.11 Admit to Benefit

Subject to Section 6.6, no person other than the Debtor and the Beneficiaries shall have any rights or benefits under this Agreement, nor is it intended that any such person gain any benefit or advantage as a result of this Agreement nor shall this Agreement constitute a subordination of any security in favour of such person.

6.12 Time of the Essence

Time shall be of the essence with regard to this Agreement.

6.13 Waiver of Financing Statement, etc.

The Debtor hereby waives the right to receive from the Secured Party or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Agreement or any

verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Agreement.

6.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

6.15 Saskatchewan Waiver

The Debtor agrees that the *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement or any agreement renewing, extending or collateral to this Agreement.

6.16 Attornment

The Debtor and each of the Beneficiaries each hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action or proceeding arising under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or any Beneficiary to commence any action or proceeding relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action, proceeding or matter relating hereto.

6.17 Executed Copy

The Debtor hereby acknowledges receipt of a fully executed copy of this Agreement.

6.18 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

MONETTE FARMS BC LIMITED PARTNERSHIP by its general partner MONETTE FARMS BC GP LTD.

Per: 
Darrel Monette (Jun 20, 2024 16:39 MDT)

Name: Darrel Monette
Title: President

THE BANK OF NOVA SCOTIA,
as Agent and Secured Party

Per: _____

Name:
Title:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

MONETTE FARMS BC LIMITED PARTNERSHIP by its general partner MONETTE FARMS BC GP LTD.

Per: _____
Name:
Title:

THE BANK OF NOVA SCOTIA,
as Agent and Secured Party

Per: _____
Name: Sarah Scuglia
Title: Director, Global Loan Syndications Canada

FIXED AND FLOATING CHARGE DEMAND DEBENTURE
(Monette Farms BC Limited Partnership)

Principal Sum: $2,000,000,000 Canadian Dollars
Interest Rate: 21.0% per annum
Date: June 21, 2024

ARTICLE 1 PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the "**Debtor**") hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of The Bank of Nova Scotia in its capacity as agent (in such capacity, the "**Agent**") for and on behalf of (a) The Bank of Nova Scotia and such other financial institutions as are or may become lenders (collectively, the "**Lenders**" and, individually, a "**Lender**") under the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") between Monette Farms Ltd., Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, the Lenders and the Agent, (b) all Hedging Affiliates (as defined in the Credit Agreement) of each Lender and (c) all Bank Product Affiliates (as defined in the Credit Agreement), for the benefit of the Agent, the Lenders, such Hedging Affiliates and Bank Product Affiliates (collectively, the "**Beneficiaries**"), the Principal Sum stipulated above at the Agent's offices at GWO - Loan Operations, 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9 or at such other place as the Agent may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.The Agent, on behalf of the Beneficiaries, is the person entitled to receive the principal of and interest on this debenture (this "**Debenture**") and all other amounts payable hereunder.

ARTICLE 2 CHARGE

Charge

2.1 As security for the due payment of the Principal Sum, interest and all other money payable hereunder and all other obligations hereunder (collectively, the "**Obligations**"), the Debtor hereby:

(a) grants, assigns, mortgages and charges, as and by way of a fixed and specific mortgage, assignment and charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns:

(i) all of the right, title, interest and estate of the Debtor (both present and future) in and to the property and interests (including, without limitation,

leasehold interests) described in Schedule "A" attached hereto (the "**Lands**"); all buildings, erections, structures, improvements, equipment, surface rights and fixtures now or hereafter constructed or placed in, under or upon the Lands (collectively, the "**Facilities**"), including, without limitation, the Facilities described in Schedule "A" attached hereto or otherwise associated with the Lands; all easements, rights-of-way, licences and privileges appurtenant or appertaining to the Lands; and all interests in any of the foregoing and all benefits and rights to be derived by the Debtor in respect thereof; and

(ii) all of the right, title and interest of the Debtor (both present and future) in, to and under the agreements, instruments and other documents described in Schedule "A" attached hereto or otherwise to the extent associated with the Lands, all as the same may be amended, modified, supplemented or restated from time to time; and

(b) charges, as and by way of a first floating charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns, all of the undertaking, property and assets of the Debtor, both present and future, of every nature and kind and wherever situate including, without limitation, all of its present and future personal and real property, goodwill, trade-marks, inventions, processes, patents and patent rights, materials, supplies, inventories, motor vehicles, trucks, trailers, machinery, implements, equipment and apparatus of every kind, furniture, rent, revenues, income, money, rights, powers, privileges, franchises, benefits, amenities, contracts, agreements, leases of real and personal property, licenses, permits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, investment property, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter and any and all proceeds of any of the foregoing, except only such property and assets as are validly and effectively subject to any fixed and specific mortgages and charges created hereunder.

In this Debenture, the mortgages, assignments and charges created and provided for are collectively called the "**Charge**" and the subject matter of the Charge is called the "**Charged Premises**".

Dealings in the Ordinary Course

2.2 Subject to Section 3.1 hereof and the Credit Agreement and until the Charge becomes enforceable pursuant to the terms of the Credit Agreement, the Debtor may dispose of or deal with the Charged Premises subjected to the floating charge and security interest created under Section 2.1 in the ordinary course of business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge.

Last Day

2.3 The Charge shall not extend or apply to the last day of the term of any lease or agreement to lease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day in trust for the Agent to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.4 The Charge does not and shall not extend to, and the Charged Premises shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Agent and shall assign such Contractual Rights to the Agent forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Agent, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

Crystallization Against Real Property

2.5 In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 4.1 and the Agent giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 NEGATIVE PLEDGE

Negative Pledge

3.1 Except as has otherwise been agreed in writing with the Agent and the Lenders or as expressly permitted by the Credit Agreement or any other Document (as defined in the Credit Agreement), the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Agent, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Premises.

ARTICLE 4 DEFAULT AND REMEDIES

Default

4.1 Upon the occurrence and continuance of an Event of Default (as defined in the Credit Agreement), the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Agent may realize upon the Charged Premises and shall have the following rights and remedies, which rights and remedies

may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Beneficiaries may have:

(a) the Agent may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Charged Premises and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Premises or any part thereof; and the term "Agent" when used in this Section 4.2 shall include any Receiver so appointed and the agents, officers and employees of such Receiver;

(b) the Agent may take possession of the Charged Premises and require the Debtor to make the Charged Premises available to the Agent;

(c) the Agent may take such steps as it considers desirable to maintain, preserve or protect the Charged Premises;

(d) the Agent may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Premises;

(e) the Agent may enforce any rights of the Debtor in respect of the Charged Premises by any manner permitted by law;

(f) the Agent may sell, lease or otherwise dispose of the Charged Premises by judicial sale, by foreclosure, at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Agent may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Premises or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any Vice President or Director of the Agent being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Premises by, from, through or under the Debtor;

(g) the Agent may accept the Charged Premises in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;

(h) the Agent may borrow money on the security of the Charged Premises for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Premises in priority to the Charge;

(i) the Agent may perform any obligation, covenant or provision under the Credit Agreement and the entire costs thereof are a charge on the Charged Premises and shall be added to the amounts due hereunder and shall be secured by the Charge; and

(j) the Agent may exercise any other right or remedy permitted by law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta) (the "**AB PPSA**") or any similar personal property legislation of any jurisdiction in which any of the Charged Premises is located or which, by the operation of law, governs or is deemed to govern the Charged Premises.

(2) The Debtor further agrees with the Agent that:

(a) the Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Premises and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Premises or for the purpose of preserving any rights of the Beneficiaries, the Debtor or any other person, firm or corporation in respect of the Charged Premises;

(b) the Agent or the Beneficiaries may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Charged Premises and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Premises and other securities as the Agent may see fit without prejudice to the liability of the Debtor to the Beneficiaries or the Beneficiaries' rights hereunder;

(c) to facilitate the realization of the Charged Premises, the Agent may, subject to applicable law, enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Premises and use all or any of the equipment and other personal property of the Debtor for such time as the Agent requires to facilitate such realization, free of charge (as between the Debtor and the Agent), and the Beneficiaries shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;

(d) the Agent may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;

(e) the Agent may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Premises, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and

(f) any proceeds of realization of the Charged Premises may be applied by the Agent to the payment of expenses in connection with the preservation and realization of the Charged Premises as above described and any balance of such proceeds shall be applied by the Agent to payment of any amount owing by the

Debtor to the Agent in such order as the Agent may see fit; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Agent has knowledge and may be applied or retained as reserves against potential claims that the Agent or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to applicable law) be paid to the Debtor.

(3) Any Receiver shall be entitled to exercise all rights and powers of the Agent hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Agent and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

(4) The Debtor hereby irrevocably appoints the Agent attorney on its behalf to sell or transfer the Charged Premises, to deal with the real property forming part of the Charged Premises and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Premises and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Premises or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5 GENERAL

Expenses

5.1 The Debtor shall pay to the Agent forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees on a solicitor and client basis, incurred by the Agent in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this Debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

5.2 This Debenture may be pledged by the Debtor as security for its indebtedness and liabilities. While this Debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness secured by this Debenture shall reduce the amount owing under this Debenture unless specifically appropriated to and noted on this Debenture by the Agent at the time of payment.

Not Negotiable

5.3 This Debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Agent are no greater than the rights of the Agent, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Agent would have been subject to.

No Waiver, Remedies

5.4 No failure on the part of the Beneficiaries or the Agent on their behalf to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or

partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

5.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given in such manner as is set forth in the Credit Agreement. The address for service for the Agent is 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9, and the address for service for the Debtor is c/o Monette Farms Ltd., P.O. Box 1298, Swift Current, Saskatchewan, S9H 3X4.

Additional Security

5.6 This Debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Beneficiaries.

Headings; References to Debenture

5.7 The division of this Debenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Debenture. The terms "this Debenture", "hereof", "hereunder" and similar expressions refer to this Debenture and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Debenture.

Number; Gender; Persons

5.8 In this Debenture words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Governing Law

5.9 This Debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

5.10 The Debtor hereby attorns and submits to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

5.11 This Debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation resulting from an amalgamation with the Debtor) except that the Debtor may not assign its obligations under this Debenture without the prior written consent of the Agent. This Debenture shall benefit the successors and permitted assigns of the Beneficiaries.

Time of the Essence

5.12 Time shall be of the essence with regard to this Debenture.

Discharge

5.13 The Debtor shall not be discharged from the Charge, this Debenture or any of its obligations hereunder except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

Waiver of Financing Statement, Etc.

5.14 The Debtor hereby waives the right to receive from the Agent or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture.

No Merger

5.15 No item or part of this Debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this Debenture or the Credit Agreement, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Beneficiaries under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Saskatchewan Waiver

5.16 The Debtor agrees that:

(a) *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in that Act, with respect to this Debenture or any agreement renewing, extending or collateral to this Debenture; and

(b) *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:

(i) this Debenture;

(ii) any mortgage, charge or other security for the payment of money made, given or created by this Debenture;

(iii) any agreement or instrument renewing or extending or collateral to this Debenture or renewing or extending or collateral to any mortgage, charge or other security referred to or mentioned in Section 5.16(b)(ii); or

(iv) the rights, powers, remedies of the Agent and of the other Beneficiaries under this Debenture or under any mortgage, charge, other security, agreement or instrument referred to or mentioned in Sections 5.16(b)(ii) or 5.16(b)(iii).

Expropriation

5.17 The Debtor hereby waives the provisions of sections 49 and 52 of the *Expropriation Act* (Alberta) and any legislation enacted in place thereof.

***Insurance Act* Waiver**

5.18 In the event that the Agent elects to apply any proceeds of insurance to the payment of the obligations secured, the Debtor hereby irrevocably waive the rights, benefits and provisions of any and all statutory provisions which may require that proceeds of insurance be used to restore or rebuild the improvements, including, without limitation, the *Fires Prevention (Metropolis) Act, 1774* and the *Insurance Act* (Alberta) and any legislation in substitution therefore.

Alberta Statutory Covenants

5.19 The Debtor hereby covenant and agree that:

(a) it is the registered and beneficial owner of the Charged Premises;

(b) it has the right to mortgage its interest in the Charged Premises;

(c) when the Charge becomes enforceable, the Agent shall have quiet possession of its interest in the Charged Premises, free from all encumbrances except for the Permitted Encumbrances (as defined in the Credit Agreement);

(d) it will execute such further assurances of its interest in the Charged Premises as may be requisite; and

(e) it has done no act to encumber its interest in the Charged Premises except for the Permitted Encumbrances.

Alberta Charge

5.20 For the better securing to the Agent (as mortgagee hereunder) the repayment in the manner aforesaid of the Principal Sum and interest and other obligations secured hereby, the Debtor (as mortgagor hereunder) DOES HEREBY mortgage to the Agent all of its estate and interest in the Charged Premises.

Evergreen Grant

5.21 For the purposes of Section 13(2) of the AB PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be

novated and re-granted each year on the anniversary date of this Debenture, without any further action of the Debtor or the Agent. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Debenture is discharged by the Agent pursuant to Section 5.13 hereof.

References to Debtor

5.22 All references in this Debenture to covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Debtor" shall, as the context requires, be and shall be construed as being by the general partner of the Debtor on behalf of and in respect of the Debtor.

Conflict of Terms; Entire Agreement

5.23 This Debenture has been entered into as collateral security for the Obligations, the Lender Financial Instrument Obligations (as defined in the Credit Agreement) and the Bank Product Obligations (as defined in the Credit Agreement) and is subject to all the terms and conditions of the Credit Agreement, the Bank Products (as defined in the Credit Agreement) and the Lender Financial Instruments (as defined in the Credit Agreement) and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Bank Products or the Lender Financial Instruments, the rights and obligations of the Debtor, the Agent and the Beneficiaries shall be governed by the provisions of the Credit Agreement, the Bank Products and the Lender Financial Instruments (as applicable). This Debenture together with the Credit Agreement, the Lender Financial Instruments, the Bank Product documentation and all other Documents constitute the entire agreement between the Debtor and the Agent with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

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IN WITNESS WHEREOF the Debtor has executed this Debenture as of the date first written above.

MONETTE FARMS BC LIMITED PARTNERSHIP by its general partner MONETTE FARMS BC GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 15:49 MDT)
Name: Darrel Monette
Title: President

Schedule "A"

Lands

Nil.

Facilities

Nil.

Agreements and Instruments

Nil.

THIS DEBENTURE PLEDGE AGREEMENT made as of June 21, 2024;
(Monette Farms BC Limited Partnership)

Description of Fixed and Floating Charge Demand Debenture

Principal Sum: $2,000,000,000 Canadian Dollars

Interest Rate: 21.0% per annum

Date: June 21, 2024

WHEREAS:

A. The Bank of Nova Scotia and certain other lenders (collectively, the "**Lenders**") and The Bank of Nova Scotia in its capacity as agent on behalf of the Lenders (in that capacity, the "**Agent**") have entered into a fifth amended and restated credit agreement with Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farms USA, Inc. and Darrel Noel Monette (collectively, the "**Borrowers**"), as borrowers, originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") pursuant to which the Lenders have agreed to make credit facilities available to the Borrowers;

B. Monette Farms BC Limited Partnership (the "**Debtor**") is an Affiliate of the Canadian Borrower and has executed and delivered to the Agent and the Lenders a guarantee made as of the date hereof (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Guarantee**") wherein, *inter alia*, the Debtor has guaranteed all present and future Obligations (as defined in the Guarantee);

C. In order to secure the payment and performance of all present and future Obligations (as hereinafter defined) of the Debtor to the Agent, the Lenders, the Bank Product Affiliates and the Hedging Affiliates (collectively, the "**Beneficiaries**"), the Debtor has created and issued to the Agent the debenture described above (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Debenture**");

D. The purpose of this Debenture Pledge Agreement is to set forth the terms and conditions upon which the Debenture is to be held by the Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees and covenants with the Agent as follows:

1. The Debtor hereby grants a security interest in and deposits with and pledges to the Agent the Debenture to be held by the Agent as general and continuing collateral security for the payment and performance of all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (b) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (c) all obligations, liabilities and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and

thereafter increased or entirely extinguished and thereafter incurred again (collectively, the "**Obligations**").

2. The Agent shall neither demand payment pursuant to the Debenture nor enforce the security constituted thereby unless the Agent shall be entitled to do so pursuant to the provisions of the Credit Agreement and the other agreements, instruments or documents establishing, creating or evidencing any Obligations (collectively, the "**Credit Documents**"), but thereafter the Agent may at any time exercise and enforce all of the rights and remedies of a holder of the Debenture as if the Agent was the absolute owner thereof without notice to or control by the Debtor, and any such remedy may be exercised separately or in combination with, and shall be in addition to and not in substitution for, any other right or remedy of the Agent and the Beneficiaries however created, provided that the Agent shall not be bound to exercise any such right or remedy.

3. Subject to the requirements of applicable law, the Agent shall not be bound under any circumstances to realize upon or under the Debenture and shall not be responsible to the Debtor for any loss occasioned by any sale or other dealing with the Debenture or the Charged Premises (as defined in the Debenture) or by the retention of or failure to sell or otherwise deal with the same.

4. The proceeds of or any other amount received pursuant to the Debenture shall be applied by the Agent on account of the Obligations in such order as set out in the Credit Agreement without prejudice to the Agent's or the Beneficiaries' claim upon the Debtor for any deficiency. Subject to the requirements of applicable law, any surplus realized by the Agent in excess of the Obligations shall be paid over to the Debtor.

5. Subject to paragraph 2 hereof, the Agent shall not be obliged to exhaust its recourse against the Debtor, any other person or persons, or any other security it may hold with respect to the Obligations before realizing upon, under, or otherwise dealing with the Debenture in such manner as the Agent sees fit. The Agent and the other Beneficiaries may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with other parties, sureties or securities as they may see fit, without prejudice to the liability of the Debtor or the Agent's or the other Beneficiaries' rights in respect of the Debenture.

6. Notwithstanding the stated interest rate per annum in the Debenture, payment to the Beneficiaries or, in the case of Obligations payable pursuant to the Credit Agreement, the Agent for the account of the Lenders, of the relevant interest, fees and other amounts owing under the Credit Documents for any period in respect of the Obligations at the current rate at which the Obligations bear interest for such period pursuant to the Credit Documents shall be deemed to be payment in satisfaction of the interest payment for the same period under the Debenture.

7. The Debenture shall not operate by way of merger of any of the Obligations and no judgment recovered by the Agent or the other Beneficiaries shall operate by way of merger of or in any way affect the security of the Debenture which is in addition to and not in substitution for any other security now or hereafter held by the Agent or the other Beneficiaries with respect to the Obligations.

8. Notwithstanding the form and terms of the Debenture and the provisions of this Debenture Pledge Agreement, (a) the Agent shall not claim or realize an amount under or in respect of the Debenture in excess of the aggregate Obligations (for certainty, the Obligations being determined (i) without including the stated Principal Sum (as defined in the Debenture) of the Debenture and (ii) subject to paragraph 6 hereof, without reference to the stated interest rate per annum in the Debenture) from time to time, of the Debtor to the Agent and the Beneficiaries and (b) the provisions of this Debenture Pledge Agreement and the Debenture, in particular, but without limitation, Sections 2.2 and 3.1 of the Debenture, are subject

to the provisions of the Guarantee and the Credit Agreement relating to the subject matter thereof. If there are any express conflicts or inconsistencies between the terms of the Guarantee, the Credit Agreement and the Debenture or this Debenture Pledge Agreement, then the terms of the Guarantee and the Credit Agreement, as applicable, shall govern in all respects to the extent necessary to eliminate such express conflicts or inconsistencies.

9. Upon payment and satisfaction in full of the Obligations and cancellation in full of the credit facilities established under the Credit Agreement when none of the Beneficiaries has other credit facilities in favour of or any obligation to provide credit to the Debtor, the Agent shall, at the request of the Debtor, deliver up the Debenture to the Debtor and shall, at the request and expense of the Debtor, execute and deliver to the Debtor releases, discharges and such other instruments as shall be required to effectively discharge the Charge (as defined in the Debenture).

10. Time shall be of the essence with regard to this Debenture Pledge Agreement.

11. Capitalized terms used herein without express definition shall have the same meanings ascribed thereto as are set forth in the Credit Agreement.

12. This Debenture Pledge Agreement shall enure to the benefit of and be binding upon the Debtor, the Agent and the other Beneficiaries and their respective successors and permitted assigns.

13. The parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture Pledge Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture Pledge Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of either party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

14. This Debenture Pledge Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta.

15. The Debtor hereby waives the right to receive from the Agent or the Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture Pledge Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture Pledge Agreement.

16. All references in this Debenture Pledge Agreement to covenants of, actions and steps by, or the performance of the terms and conditions hereof by the “Debtor” shall, as the context requires, be and shall be construed as being by the general partner of the Debtor on behalf of and in respect of the Debtor.

17. The Debtor may not assign its obligations under this Debenture Pledge Agreement without the prior written consent of the Agent.

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IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

MONETTE FARMS BC LIMITED PARTNERSHIP by its general partner MONETTE FARMS BC GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name:
Title:

Per: _____
Name:
Title:

IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

MONETTE FARMS BC LIMITED PARTNERSHIP by its general partner MONETTE FARMS BC GP LTD.

Per: _____
Name:
Title:

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name: Sarah Scuglia
Title: Director, Global Loan Syndications Canada

Per: _____
Name: Venita Ramjattan
Title: Associate, Global Loan Syndications Canada

MONETTE FARMS LAND GP LTD.

GUARANTEE

MADE AS OF JUNE 21, 2024

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MONETTE FARMS LAND GP LTD.

GUARANTEE

THIS GUARANTEE is made as of June 21, 2024

WHEREAS the Guarantor is an Affiliate of the Canadian Borrower;

AND WHEREAS the Guarantor has agreed to provide a guarantee with respect to the Credit Facilities provided by the Lenders pursuant to the Credit Agreement and with respect to the Lender Financial Instrument Obligations and the Bank Product Obligations;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of Cdn. $10.00 now paid by the Beneficiaries to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Guarantor hereby covenants and agrees with the Beneficiaries as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

(a) In this Guarantee and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "**Beneficiary**" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Beneficiaries' Counsel**" means Dentons Canada LLP or such other firm of lawyers as may be selected by the Beneficiaries from time to time.

"Canadian Borrower" means Monette Farms Ltd. and its successors and permitted assigns.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024, between the Canadian Borrower, Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, The Bank of Nova Scotia and such other financial institutions as are or may become parties thereto, as lenders, and The Bank of Nova Scotia as agent of such lenders, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Default Rate**" means a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum.

"**Documents**" means, collectively, the Documents as defined in the Credit Agreement together with any and all Lender Financial Instruments.

"**Excluded Swap Obligations**" means, with respect to the Guarantor, any Swap Obligation if (and only if), and to the extent that, all or a portion of this Guarantee, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Guarantee**" means this guarantee, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Guarantor**" means Monette Farms Land GP Ltd. and its successors and permitted assigns.

"**Loan Parties**" means, collectively, Darrel Noel Monette, Monette Farm Family Trust and the Loan Parties (as such term is defined in the Credit Agreement), excluding the Guarantor, and "Loan Party" means any one of them.

"**Obligations**" means, collectively and at any time and from time to time, except for Excluded Swap Obligations, all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Loan Parties to any of the Beneficiaries or to all of them including, without limitation, (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and other Documents and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Loan Parties under the Credit Agreement and other Documents, (ii) all Bank Product Obligations of the Loan Parties of or owing by the Loan Parties to any and all Lenders and Bank Product Affiliates and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Loan Parties to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, the Guarantor and each Loan Party (that provides a guarantee to the Beneficiaries) and that has total assets exceeding U.S. $10,000,000 at the time the relevant guarantee or grant of the

relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

(b) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement (except, for certainty, the term "Loan Parties" which shall have the meaning described herein). For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantee. The terms "this Guarantee", "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

1.3 Number; persons; including

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, limited and unlimited liability companies, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 *Interest Act* (Canada)

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.5 Nominal Rates

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Guarantee; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after demand, default and judgment. The rates of interest specified in this Guarantee are intended to be nominal rates and not effective rates and any interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

ARTICLE 2
GUARANTEE

2.1 Guarantee of Obligations

The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiaries the payment and performance of all of the Obligations, together with interest thereon as provided in Section 5.4.

2.2 Indemnity

If any or all of the Obligations are not duly paid or performed by the Loan Parties and are not recoverable under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Beneficiaries from and against all losses resulting from the failure of the Loan Parties to pay and perform such Obligations.

2.3 Guarantor as Principal Obligor

If any or all of the Obligations are not duly paid or performed by the Loan Parties after demand therefor and are not recoverable under Section 2.1 or the Beneficiaries are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations shall, as a separate and distinct obligation, be recoverable by the Beneficiaries from the Guarantor as the primary obligor and principal debtor in respect thereof and shall be paid to the Beneficiaries forthwith after demand therefore as provided herein.

2.4 Guarantee Absolute and Unconditional

The liability and obligations of the Guarantor hereunder shall be continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by, and the Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the Obligations, covenants or undertakings of the Loan Parties under the Documents;

(b) any modification or amendment of or supplement to the Obligations;

(c) any loss of or in respect of any security held by the Beneficiaries, whether occasioned by the fault of the Beneficiaries or otherwise, including any release, non-perfection or invalidity of any such security;

(d) any change in the existence, structure, constitution, name, control or ownership of a Loan Party or any other person, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Loan Parties or any other person or their respective assets;

(e) the existence of any set-off, counterclaim, claim or other right which the Guarantor or the Loan Parties may have at any time against the Beneficiaries or any other person, whether in connection with the Credit Agreement, this Guarantee or any unrelated transaction;

(f) any provision of applicable law purporting to prohibit or limit the payment by the Loan Parties of any Obligation, and the foregoing is hereby waived by the Guarantor to the extent permitted under applicable law;

(g) any limitation, postponement, prohibition, subordination or other restriction on the right of a Beneficiary to payment of the Obligations;

(h) any release, substitution or addition of any other guarantor of the Obligations;

(i) any defence arising by reason of any failure of any Beneficiary to make any presentment, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non-payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations;

(j) any defence arising by reason of any failure of a Beneficiary to proceed against any of the Loan Parties or any other person, or to apply or exhaust any security held from any of the Loan Parties or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Beneficiaries;

(k) any defence arising by reason of the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any security or guarantee in support thereof, or by reason of any incapacity, lack of authority, or other defence of any of the Loan Parties or any other person, or by reason of any limitation, postponement or prohibition on a Beneficiary's rights to payment, or the cessation from any cause whatsoever of the liability of any of the Loan Parties or any other person with respect to all or any part of the Obligations (other than irrevocable payment to the Beneficiaries in full, in cash, of the Obligations), or by reason of any act or omission of the Beneficiaries or others which directly or indirectly results in the discharge or release of any of the Loan Parties or any other person or of all or any part of the Obligations or any security or guarantee therefor, whether by contract, operation of law or otherwise;

(l) any defence arising by reason of the failure by a Beneficiary to obtain, register, perfect or maintain a Security Interest in or upon any property of any of the Loan Parties or any other person, or by reason of any interest of the Beneficiaries in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral;

(m) any defence arising by reason of the failure of the Beneficiaries to marshal assets;

(n) to the extent permitted under applicable law, any defence based upon any failure of the Beneficiaries to give to any of the Loan Parties or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(o) any defence based upon or arising out of any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any of the Loan Parties or any other person, including any discharge or bar against collection of any of the Obligations; or

(p) any other law, event or circumstance or any other act or failure to act or delay of any kind by the Loan Parties, the Beneficiaries or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the Beneficiaries is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Loan Parties for reimbursement, the Guarantor's right to recover contribution from any other guarantor or any other right or remedy of the Guarantor.

ARTICLE 3
DEALINGS WITH THE LOAN PARTIES AND OTHERS

3.1 No Release

The Beneficiaries may, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability and obligations hereunder:

(a) grant time, renewals, extensions, indulgences, releases and discharges to the Loan Parties or any other guarantor or endorser;

(b) take or abstain from taking security or collateral from the Loan Parties or any other guarantor or endorser or from perfecting security or collateral of the Loan Parties or any other guarantor or endorser;

(c) accept compromises from the Loan Parties or any other guarantor or endorser;

(d) subject to the Documents, apply all money at any time received from a Loan Party or any of them or from security upon such part of the Obligations as the Beneficiaries may see fit or change any such application in whole or in part from time to time as the Beneficiaries may see fit; or

(e) otherwise deal with the Loan Parties and all other persons and security as the Beneficiaries may see fit.

3.2 No Exhaustion of Remedies

The Beneficiaries shall not be bound or obligated to exhaust their recourse against any of the Loan Parties or any other person or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 5) before the Beneficiaries shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

3.3 Evidence of Obligations

Any account settled or stated in writing by or between a Beneficiary or the Beneficiaries, as the case may be, and the Loan Parties shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

3.4 No Set-off

In any claim by the Beneficiaries against the Guarantor hereunder, the Guarantor shall not claim or assert any set-off, counterclaim, claim or other right that the Loan Parties or the Guarantor may have against one or more of the Beneficiaries.

ARTICLE 4
CONTINUING GUARANTEE

4.1 Continuing Guarantee

This Guarantee shall be a continuing guarantee and shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by any Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), all as though such payment had not been made.

4.2 Revival of Indebtedness

If at any time, all or any part of any payment previously received by a Beneficiary and applied to any Obligation must be rescinded or returned by the Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), such Obligation shall, for the purpose of this Guarantee, to the extent that such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Beneficiary, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Beneficiary had not been made.

ARTICLE 5
DEMAND FOR PAYMENT, EXPENSES AND INTEREST

5.1 Demand for Payment

The Beneficiaries shall be entitled to make demand upon the Guarantor at any time during the continuance of an Event of Default and upon any such demand the Beneficiaries may treat all Obligations as due and payable and may forthwith collect from the Guarantor all Obligations. The Guarantor shall make payment to or performance in favour of the Beneficiaries of all Obligations forthwith after demand therefor is made upon the Guarantor by the Beneficiaries as aforesaid.

5.2 Stay of Acceleration

If acceleration of the time for payment of any amount payable by any of the Loan Parties in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of any of the Loan Parties or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiaries.

5.3 Expenses

The Guarantor shall pay to the Beneficiaries all reasonable out of pocket costs and expenses as provided in Section 14.1 of the Credit Agreement.

5.4 Interest

Any payment obligation comprised in the Obligations guaranteed hereunder which is not paid when due hereunder shall bear interest, to the extent not already included in the Obligations, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment at the rate or rates provided in the relevant Document for such Obligations or, in the event no such rate is provided for therein, at a rate per annum that is equal to the Default Rate. Any other amounts payable pursuant hereto, including pursuant to Section 5.3, which are not paid when due hereunder shall bear interest, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment or reimbursement thereof by the Guarantor at a rate per annum that is equal to the Default Rate. All such interest shall accrue daily and shall be payable by the Guarantor on demand by the Beneficiaries.

ARTICLE 6
SUBROGATION

6.1 Subrogation

(a) Until all the Obligations have been irrevocably paid in full in cash, the Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by applicable law, any right to enforce any remedy which the Beneficiaries now have or may hereafter have against the Loan Parties in respect of the Obligations, and until such time the Guarantor waives any

benefit of, and any right to participate in, any security, now or hereafter held by the Beneficiaries for the Obligations.

(b) If (i) the Guarantor performs or makes payment to the Beneficiaries of all amounts owing by the Guarantor under this Guarantee, and (ii) the Obligations are performed and irrevocably paid in full then the Beneficiaries will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of the Beneficiaries' interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; COVENANTS

7.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Beneficiaries and acknowledges and confirms that each of the Beneficiaries is relying upon such representations and warranties:

(a) Status and Authority

It is a corporation existing under the laws of Ontario, is validly existing under those laws and is registered to carry on business in all jurisdictions in which the failure to be so registered would reasonably be expected to have a Material Adverse Effect and has all corporate authority, capacity and powers and all material Governmental Authorizations required to carry on its business as now conducted.

(b) Valid Authorization

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which it is a party (i) is within the Guarantor's corporate authority, capacity and power, (ii) has been duly authorized by all necessary corporate and other action and such authorizations remain in full force and effect, (iii) requires no Governmental Authorization or action by or in respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under its constating documents, any provision of applicable law by which it is bound or to which any of its assets are subject, or cause a limitation on its powers (or, to the extent applicable, the powers of its directors) to be exceeded, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of its Affiliates (other than, in the case of (iii) and (iv) above, pursuant to the Security).

(c) Enforceability of Documents

This Guarantee and each of the other Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor,

enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(d) Eligible Contract Participant

It is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

7.2 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.

7.3 Nature of Representations and Warranties

The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigations or examinations which may be made by the Beneficiaries or Beneficiaries' Counsel. Such representations and warranties shall survive until this Guarantee has been terminated.

7.4 Covenants Contained in the Credit Agreement and Other Documents

The Guarantor hereby covenants and agrees with the Beneficiaries that the Guarantor shall observe, perform and comply with any and all of the covenants of the Borrowers contained in the Credit Agreement or other Documents that the Canadian Borrower agrees that the Guarantor and any of the other Loan Parties shall observe, perform and comply with or that the Canadian Borrower shall cause the Guarantor and such other Loan Parties to observe, perform and comply with.

7.5 Keepwell

To the extent the Guarantor is a Qualified ECP Guarantor, it hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Loan Party (that provides a guarantee to the Beneficiaries) to honour all of its obligations under its Guarantee in respect of Swap Obligations (provided, however, that the Guarantor shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section, or otherwise under this Guarantee, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Guarantor under this Section shall remain in full force and effect until discharged in accordance with the provisions of this Guarantee. The Guarantor intends that this Section constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Loan Party (that provides a guarantee to the Beneficiaries) for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE 8
SUBORDINATION AND POSTPONEMENT

8.1 Postponement

All debts and liabilities, present and future, of the Loan Parties to the Guarantor are hereby assigned to the Agent and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Agent and, upon the occurrence and during the continuance of an Event of Default, forthwith upon receipt will be paid over to the Beneficiaries, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

ARTICLE 9
GENERAL

9.1 Waiver of Notices

The Guarantor hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to this Guarantee and the obligations guaranteed hereunder, except for the demand pursuant to Section 5.1.

9.2 Benefit of the Guarantee

This Guarantee shall enure to the benefit of the respective successors and permitted assigns of the Beneficiaries and be binding upon the successors of the Guarantor.

9.3 Foreign Currency Obligations

The Guarantor shall make payment relative to each Obligation in the currency (the "**original currency**") in which the Loan Parties are required to pay such Obligation. If the Guarantor makes payment relative to any Obligation to the Beneficiaries in a currency (the "**other currency**") other than the original currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the original currency which the Beneficiaries are able to purchase with the amount of other currency they receive on the date of receipt in accordance with normal practice. If the amount of the original currency which the Beneficiaries are able to purchase is less than the amount of such currency originally due in respect of the relevant Obligation, the Guarantor shall indemnify and save the Beneficiaries harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Guarantee, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Beneficiaries and shall continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or

order. A certificate of a Beneficiary as to any such loss or damage shall constitute *prima facie* evidence thereof, in the absence of manifest error.

9.4 Taxes and Set-off by Guarantor

All payments by the Guarantor under this Guarantee, whether in respect of principal, interest, interest on overdue and unpaid interest, fees or any other Obligations, shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the Guarantor is prohibited by applicable laws from doing so, in which event the Guarantor shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) forthwith pay to the Beneficiaries such additional amount so that the net amount received by the Beneficiaries will equal the full amount which would have been received by it had no such deduction or withholding been made;

(c) pay to the relevant taxation or other authorities, within the period for payment required by applicable laws, the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to this Section); and

(d) furnish to the Beneficiaries promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid.

9.5 No Waiver; Remedies

No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.7 Amendments and Waivers

Any provision of this Guarantee may be amended, waived or a consent given in respect thereof with the concurrence of the Guarantor and the Agent on behalf of the Beneficiaries. Any waiver and any consent by the Agent on behalf of the Beneficiaries under any provision of this Guarantee must be in writing signed by the Agent and may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.8 Additional Security

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees) now or hereafter held by the Beneficiaries and any other rights or remedies they might have.

9.9 Notices

Any demand, notice or other communication (hereinafter in this Section referred to as a "**Communication**") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery, telecopier or other electronic means or by registered mail addressed to the recipient as follows:

To the Agent on behalf of the Beneficiaries as follows:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

To the Guarantor:

Monette Farms Land GP Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile: (306) 627-3793

or such other address or telecopy number as may be designated by notice by any party to the other. Any Communication given by personal delivery or telecopier or other electronic means shall be conclusively deemed to have been given on the day of actual delivery or transmittal thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery, telecopier or other electronic means.

9.10 Assignment

The rights of the Beneficiaries under this Guarantee may be assigned by the Beneficiaries in accordance with the provisions of the Credit Agreement and without the consent of the Loan Parties or the Guarantor during the continuance of an Event of Default and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee.

9.11 Time of Essence

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Beneficiaries.

9.12 Financial Condition of the Loan Parties

The Guarantor is fully aware of the financial condition of each of the Loan Parties and acknowledges that it shall receive a benefit from each Loan Party entering into the Documents to which each such Loan Party is a party. The Guarantor assumes all responsibility for being and keeping itself informed of the Loan Parties' financial condition and assets, and of all other circumstances bearing upon the risk of non-payment or non-performance of the Obligations and the nature, scope and extent of the risks which the Guarantor assumes and incurs hereunder, and agrees that the Beneficiaries shall not have a duty to advise the Guarantor of information known to any of them regarding such circumstances or risks.

9.13 Acknowledgement of Documentation

The Guarantor hereby acknowledges receipt of a true and complete copy of the other Documents and all of the terms and conditions thereof.

9.14 Entire Agreement

This Guarantee and the other Documents constitute the entire agreement between the Beneficiaries and the Guarantor with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein or therein.

9.15 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.16 Attornment

The Guarantor and each of the Beneficiaries hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to this Guarantee. For the purpose of all such legal proceedings, the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Guarantee. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of the Guarantor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

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IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first written above.

MONETTE FARMS LAND GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title

GENERAL SECURITY AGREEMENT
(Monette Farms Land GP Ltd.)

THIS AGREEMENT made as of June 21, 2024

B E T W E E N :

MONETTE FARMS LAND GP LTD., a corporation existing under the laws of Ontario (hereinafter referred to as the "**Debtor**")

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, in its capacity as Agent (hereinafter referred to as the "**Secured Party**")

WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of the Obligations (as hereinafter defined), the security interest and assignment, mortgage and charge granted herein;

AND WHEREAS the Lenders, the Bank Product Affiliates and the Hedging Affiliates have appointed and authorized the Secured Party to act as their agent and attorney for the purpose of holding security granted by the Debtor;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, this Section and any schedules or attachments hereto, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "Beneficiary" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Borrowers**" means, collectively, Monette Farms Ltd., Monette Farms USA, Inc. and Darrel Noel Monette and each of their successors and permitted assigns.

"**Charge**" means the security interests, assignments, mortgages and charges created hereunder.

"**Collateral**" has the meaning set out in Section 2.1.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18,

2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between the Borrowers, as borrowers, the Secured Party, as agent, and the Lenders, as lenders, relating to the establishment of certain credit facilities in favour of the Borrowers, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Guarantee**" means the guarantee made as of even date herewith by the Debtor in favour of the Beneficiaries, as the same may be amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Obligations**" means, collectively and at any time and from time to time, all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (b) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (c) all liabilities, obligations and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

1.2 Definitions used in the Credit Agreement

Capitalized terms used herein without express definition shall, unless something in the subject matter or context is inconsistent therewith, have the same meanings as are ascribed to such terms in the Credit Agreement.

1.3 *Personal Property Security Act* (Alberta) Definitions

The terms "accessions", "accounts", "chattel paper", "documents of title", "goods", "instruments", "intangibles", "inventory", "investment property" "money" and "proceeds" whenever used herein shall have the meanings given to those terms in the *Personal Property Security Act* (Alberta) (the "**PPSA**"), as now enacted or as the same may from time to time be amended, re-enacted or replaced.

1.4 Headings and References

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.5 Included Words

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.6 Calculation of Interest

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.7 Schedules

Any schedule to this Agreement is incorporated by reference and shall be deemed to be part of this Agreement.

ARTICLE 2
GRANT OF SECURITY

2.1 Security

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby pledges, hypothecates, assigns, charges, conveys, sets over and transfers unto the Secured Party for the benefit of the Beneficiaries and grants to the Secured Party a security interest in all of the present and future undertaking, assets and property, both real and personal of the Debtor including, without limitation, all present and after-acquired personal property of the Debtor (collectively, the "**Collateral**"), and as further general and continuing security for the payment and performance of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral to the Secured Party (with respect to real property, as and by way of a floating charge). Without limiting the generality of the foregoing, the Collateral shall include all right, title and interest that the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in all property of the following kinds:

(a) Accounts Receivable: all debts, accounts, accounts receivables, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the "**Receivables**");

(b) Inventory: all inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all goods held for sale or lease, or furnished or to be furnished under contracts for service, or that are work in progress, or that are raw materials used or consumed in the business of the Debtor (collectively, the "**Inventory**");

(c) Equipment: all goods, machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not Inventory, including, without limiting the generality of the foregoing, the tangible personal property described in any schedule hereto executed by both the Debtor and the Secured Party;

(d) Chattel Paper: all chattel paper;

(e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(f) Investment Property and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other investment property including, without limitation, securities accounts, financial assets, securities entitlements and all instruments (collectively, the "**Securities**");

(g) Intangibles: all intangibles not described in Section 2.1(a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;

(h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(i) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in Sections 2.1(a) to (h) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;

(j) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in Sections 2.1(a) to (i) inclusive; and

(k) Proceeds: all proceeds of the property described in Sections 2.1(a) to (j) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for the loss of or damage to such property;

provided that the Charge shall not: (i) extend, include or apply to the last day of the term of any lease now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said Charge, the Debtor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said Charge, (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound or (iii) extend to, and the Collateral shall not include any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of, or permit any person to terminate, the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially

reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

2.2 Attachment of Security Interest

The Debtor acknowledges (i) that value has been given, (ii) that the security interest granted hereby shall attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral, (iii) it has not agreed to postpone the time of attachment of the security interest and (iv) it has received a copy of this Agreement.

2.3 Crystallization against Real Property

In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 5.1 and the Secured Party giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

2.4 Evergreen Grant

For the purposes of Section 13(2) of the PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be novated and re-granted each year on the anniversary date of this Agreement, without any further action of the Debtor or the Secured Party. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Agreement is discharged by the Secured Party pursuant to Section 6.8 hereof.

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 Representations and Warranties

The Debtor hereby represents and warrants to the Secured Party and the Beneficiaries that (and acknowledges that the Secured Party and the Beneficiaries are relying on the same):

(a) the address of the Debtor's chief executive office (as such term is utilized in the PPSA) is 222 Bay Street, Suite 3000, Toronto, Ontario M5K 1E7;

(b) the address of the office where the Debtor keeps its records respecting the Receivables is 222 Bay Street, Suite 3000, Toronto, Ontario M5K 1E7;

(c) all of the tangible property and assets of the Debtor, real or personal, are located in the Provinces of Alberta, Saskatchewan, Manitoba and Ontario; and

(d) it has not granted "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

3.2 Survival of Representations and Warranties

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement notwithstanding any investigations or examinations which may be made by any of the Beneficiaries or their legal counsel. Such representations and warranties shall survive until this Agreement has been terminated and discharged in accordance with Section 6.8 hereof.

3.3 Covenants

The Debtor covenants with the Secured Party that the Debtor shall:

(a) not change its name or the jurisdiction of its chief executive office or the location of the office where it keeps its records respecting the Receivables without giving 15 days' prior written notice thereof to the Secured Party;

(b) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement, including, without limitation, to enforce the Charge and remedies provided hereunder, or to better evidence and perfect the Charge, and, upon the occurrence of an Event of Default, the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any receiver or receiver and manager appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;

(c) pay to the Secured Party forthwith upon demand all reasonable costs and expenses as provided in Section 14.1 of the Credit Agreement; and

(d) not grant "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

ARTICLE 4
SECURITIES; ACCOUNT DEBTORS

4.1 Registration of Securities

The Secured Party may require that the Debtor have any Securities registered in the name of the Secured Party or in the name of its nominee and shall be entitled but not bound or required to exercise any of the rights that any holder of such Securities may at any time have, provided that, until an Event of Default has occurred and is continuing, the Debtor shall be entitled to exercise all voting power from time to time exercisable in respect of the Securities and receive Distributions payable with respect to the Securities as provided for and permitted pursuant to the Credit Agreement. The Beneficiaries shall not be responsible for any loss

occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor shall from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

4.2 Notification of Account Debtors

The Secured Party may give notice of this Agreement and the Charge granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, following the occurrence of an Event of Default that is continuing, may give notice to any such account debtors or other person to make all further payments to the Secured Party, and, after the occurrence and during the continuance of an Event of Default, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and forthwith paid over to the Secured Party on request.

4.3 Control of Investment Property

At the request of the Secured Party, the Debtor shall take all steps in order to provide "control" (within the meaning of the PPSA) to the Secured Party of all Investment Property including, without limitation, delivering all share certificates relating to such Investment Property.

ARTICLE 5
REMEDIES

5.1 Remedies

(a) Upon the occurrence and during the continuance of any Event of Default any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable and, in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently, or both, and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

(i) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Collateral (which term when used in this Section 5.1 shall include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 5.1 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral

available to the Secured Party at such place or places as may be specified by the Secured Party;

(iii) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(iv) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;

(v) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;

(vi) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Collateral or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any officer or duly authorized representative of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Collateral by, from, through or under the Debtor;

(vii) the Secured Party may accept the Collateral in satisfaction or partial satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law;

(viii) the Secured Party may borrow money on the security of the Collateral for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Collateral in priority to the Charge;

(ix) the Secured Party may enter upon, occupy and use all or any of the Collateral occupied by the Debtor and use all or any of the Collateral for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party and the Beneficiaries will not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges, depreciation or damages in connection with such actions;

(x) the Secured Party may charge on its own behalf and pay to others all amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at a

rate per annum equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum and (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum, shall be added to and form part of the Obligations hereby secured; and

(xi) the Secured Party may discharge any claim, Security Interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with all reasonable costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured.

(b) The Secured Party and the Beneficiaries may:

(i) grant extensions of time;

(ii) take and perfect or abstain from taking and perfecting security;

(iii) give up securities;

(iv) accept compositions or compromises;

(v) grant releases and discharges; and

(vi) release any part of the Collateral or otherwise deal with the Debtor, debtors and creditors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit,

without prejudice to the liability of the Debtor to the Secured Party and the Beneficiaries or the Beneficiaries' rights hereunder.

(c) The Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral.

(d) The Secured Party shall apply any proceeds of realization of the Collateral to payment of reasonable expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party shall apply any balance of such proceeds to payment of the Obligations in accordance with the Credit Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party and the Beneficiaries forthwith on demand. Subject to the requirements of applicable law, any surplus realized in excess of the Obligations shall be paid over to the Debtor.

(e) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

ARTICLE 6
GENERAL

6.1 Benefit of the Agreement

This Agreement shall be binding upon the successors and permitted assigns of the Debtor and shall benefit the successors and permitted assigns of the Secured Party and other Beneficiaries.

6.2 Conflict of Terms; Entire Agreement

This Agreement has been entered into as collateral security for the Obligations and is subject to all the terms and conditions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments or the documents in respect of Bank Products, the rights and obligations of the Debtor, Secured Party and Beneficiaries shall be governed by the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products, as applicable. This Agreement together with the Credit Agreement, the Guarantee, the Lender Financial Instruments, the documents in respect of Bank Products and all other Documents constitute the entire agreement between the Debtor and the Secured Party with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

6.3 No Waiver

No delay or failure by the Beneficiaries in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

6.4 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

6.5 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, facsimile or other electronic means, addressed to the recipient as follows:

To the Debtor:

Monette Farms Land GP Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile No.: (306) 627-3793

To the Secured Party:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

or such other address, electronic communication number, or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication during normal business hours at the place of receipt on a Banking Day shall be conclusively deemed to have been made or given at the time of actual delivery or transmittal, as the case may be, on such Banking Day. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication after normal business hours at the place of receipt or otherwise than on a Banking Day shall be conclusively deemed to have been made or given at 9:00 a.m. (Calgary time) on the first Banking Day following actual delivery or transmittal, as the case may be.

6.6 Modification; Waivers; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by the Debtor and the Secured Party. No waiver of any provision of this Agreement by the Secured Party shall be effective unless the same is in writing and signed by the Secured Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The rights of the Secured Party (including those of any Beneficiary) under this Agreement may only be assigned in accordance with the requirements of the Credit Agreement, the applicable document in respect of Bank Products or applicable Lender Financial Instrument (as the case may be). The Debtor may not assign its obligations under this Agreement. Any assignee of a Beneficiary shall be bound hereby, *mutatis mutandis*.

6.7 Additional Continuing Security

This Agreement and the Charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or the Beneficiaries and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

6.8 Discharge

The Debtor and the Collateral shall not be discharged from the Charge or from this Agreement except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

6.9 No Release

The loss, injury or destruction of the Collateral shall not operate in any manner to release or discharge the Debtor from any of its liabilities to the Beneficiaries.

6.10 No Obligation to Act

Notwithstanding any provision of this Agreement or any other Document or the operation, application or effect hereof, the Secured Party, the other Beneficiaries or any Receiver, or any representative or agent acting for or on behalf of the foregoing, shall not have any obligation whatsoever to exercise or refrain from exercising any right, power, privilege or interest hereunder or to receive or claim any benefit hereunder.

6.11 Admit to Benefit

Subject to Section 6.6, no person other than the Debtor and the Beneficiaries shall have any rights or benefits under this Agreement, nor is it intended that any such person gain any benefit or advantage as a result of this Agreement nor shall this Agreement constitute a subordination of any security in favour of such person.

6.12 Time of the Essence

Time shall be of the essence with regard to this Agreement.

6.13 Waiver of Financing Statement, etc.

The Debtor hereby waives the right to receive from the Secured Party or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Agreement.

6.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

6.15 Saskatchewan Waiver

The Debtor agrees that the *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement or any agreement renewing, extending or collateral to this Agreement.

6.16 Attornment

The Debtor and each of the Beneficiaries each hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action or proceeding arising under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or any Beneficiary to commence any action or proceeding relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action, proceeding or matter relating hereto.

6.17 Executed Copy

The Debtor hereby acknowledges receipt of a fully executed copy of this Agreement.

6.18 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

MONETTE FARMS LAND GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

THE BANK OF NOVA SCOTIA,
as Agent and Secured Party

Per: _____
Name:
Title:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

MONETTE FARMS LAND GP LTD.

Per: _____
Name:
Title:

THE BANK OF NOVA SCOTIA,
as Agent and Secured Party

Per: _____
Name: Sarah Scuglia
Title: Director, Global Loan Syndications Canada

FIXED AND FLOATING CHARGE DEMAND DEBENTURE
(Monette Farms Land GP Ltd.)

Principal Sum: $2,000,000,000 Canadian Dollars
Interest Rate: 21.0% per annum
Date: June 21, 2024

ARTICLE 1 PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the "**Debtor**") hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of The Bank of Nova Scotia in its capacity as agent (in such capacity, the "**Agent**") for and on behalf of (a) The Bank of Nova Scotia and such other financial institutions as are or may become lenders (collectively, the "**Lenders**" and, individually, a "**Lender**") under the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") between Monette Farms Ltd., Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, the Lenders and the Agent, (b) all Hedging Affiliates (as defined in the Credit Agreement) of each Lender and (c) all Bank Product Affiliates (as defined in the Credit Agreement), for the benefit of the Agent, the Lenders, such Hedging Affiliates and Bank Product Affiliates (collectively, the "**Beneficiaries**"), the Principal Sum stipulated above at the Agent's offices at GWO - Loan Operations, 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9 or at such other place as the Agent may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.The Agent, on behalf of the Beneficiaries, is the person entitled to receive the principal of and interest on this debenture (this "**Debenture**") and all other amounts payable hereunder.

ARTICLE 2 CHARGE

Charge

2.1 As security for the due payment of the Principal Sum, interest and all other money payable hereunder and all other obligations hereunder (collectively, the "**Obligations**"), the Debtor hereby:

(a) grants, assigns, mortgages and charges, as and by way of a fixed and specific mortgage, assignment and charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns:

(i) all of the right, title, interest and estate of the Debtor (both present and future) in and to the property and interests (including, without limitation,

leasehold interests) described in Schedule "A" attached hereto (the "**Lands**"); all buildings, erections, structures, improvements, equipment, surface rights and fixtures now or hereafter constructed or placed in, under or upon the Lands (collectively, the "**Facilities**"), including, without limitation, the Facilities described in Schedule "A" attached hereto or otherwise associated with the Lands; all easements, rights-of-way, licences and privileges appurtenant or appertaining to the Lands; and all interests in any of the foregoing and all benefits and rights to be derived by the Debtor in respect thereof; and

(ii) all of the right, title and interest of the Debtor (both present and future) in, to and under the agreements, instruments and other documents described in Schedule "A" attached hereto or otherwise to the extent associated with the Lands, all as the same may be amended, modified, supplemented or restated from time to time; and

(b) charges, as and by way of a first floating charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns, all of the undertaking, property and assets of the Debtor, both present and future, of every nature and kind and wherever situate including, without limitation, all of its present and future personal and real property, goodwill, trade-marks, inventions, processes, patents and patent rights, materials, supplies, inventories, motor vehicles, trucks, trailers, machinery, implements, equipment and apparatus of every kind, furniture, rent, revenues, income, money, rights, powers, privileges, franchises, benefits, amenities, contracts, agreements, leases of real and personal property, licenses, permits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, investment property, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter and any and all proceeds of any of the foregoing, except only such property and assets as are validly and effectively subject to any fixed and specific mortgages and charges created hereunder.

In this Debenture, the mortgages, assignments and charges created and provided for are collectively called the "**Charge**" and the subject matter of the Charge is called the "**Charged Premises**".

Dealings in the Ordinary Course

2.2 Subject to Section 3.1 hereof and the Credit Agreement and until the Charge becomes enforceable pursuant to the terms of the Credit Agreement, the Debtor may dispose of or deal with the Charged Premises subjected to the floating charge and security interest created under Section 2.1 in the ordinary course of business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge.

Last Day

2.3 The Charge shall not extend or apply to the last day of the term of any lease or agreement to lease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day in trust for the Agent to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.4 The Charge does not and shall not extend to, and the Charged Premises shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Agent and shall assign such Contractual Rights to the Agent forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Agent, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

Crystallization Against Real Property

2.5 In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 4.1 and the Agent giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 NEGATIVE PLEDGE

Negative Pledge

3.1 Except as has otherwise been agreed in writing with the Agent and the Lenders or as expressly permitted by the Credit Agreement or any other Document (as defined in the Credit Agreement), the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Agent, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Premises.

ARTICLE 4 DEFAULT AND REMEDIES

Default

4.1 Upon the occurrence and continuance of an Event of Default (as defined in the Credit Agreement), the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Agent may realize upon the Charged Premises and shall have the following rights and remedies, which rights and remedies

may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Beneficiaries may have:

(a) the Agent may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Charged Premises and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Premises or any part thereof; and the term "Agent" when used in this Section 4.2 shall include any Receiver so appointed and the agents, officers and employees of such Receiver;

(b) the Agent may take possession of the Charged Premises and require the Debtor to make the Charged Premises available to the Agent;

(c) the Agent may take such steps as it considers desirable to maintain, preserve or protect the Charged Premises;

(d) the Agent may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Premises;

(e) the Agent may enforce any rights of the Debtor in respect of the Charged Premises by any manner permitted by law;

(f) the Agent may sell, lease or otherwise dispose of the Charged Premises by judicial sale, by foreclosure, at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Agent may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Premises or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any Vice President or Director of the Agent being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Premises by, from, through or under the Debtor;

(g) the Agent may accept the Charged Premises in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;

(h) the Agent may borrow money on the security of the Charged Premises for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Premises in priority to the Charge;

(i) the Agent may perform any obligation, covenant or provision under the Credit Agreement and the entire costs thereof are a charge on the Charged Premises and shall be added to the amounts due hereunder and shall be secured by the Charge; and

(j) the Agent may exercise any other right or remedy permitted by law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta) (the "**AB PPSA**") or any similar personal property legislation of any jurisdiction in which any of the Charged Premises is located or which, by the operation of law, governs or is deemed to govern the Charged Premises.

(2) The Debtor further agrees with the Agent that:

(a) the Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Premises and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Premises or for the purpose of preserving any rights of the Beneficiaries, the Debtor or any other person, firm or corporation in respect of the Charged Premises;

(b) the Agent or the Beneficiaries may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Charged Premises and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Premises and other securities as the Agent may see fit without prejudice to the liability of the Debtor to the Beneficiaries or the Beneficiaries' rights hereunder;

(c) to facilitate the realization of the Charged Premises, the Agent may, subject to applicable law, enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Premises and use all or any of the equipment and other personal property of the Debtor for such time as the Agent requires to facilitate such realization, free of charge (as between the Debtor and the Agent), and the Beneficiaries shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;

(d) the Agent may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;

(e) the Agent may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Premises, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and

(f) any proceeds of realization of the Charged Premises may be applied by the Agent to the payment of expenses in connection with the preservation and realization of the Charged Premises as above described and any balance of such proceeds shall be applied by the Agent to payment of any amount owing by the

Debtor to the Agent in such order as the Agent may see fit; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Agent has knowledge and may be applied or retained as reserves against potential claims that the Agent or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to applicable law) be paid to the Debtor.

(3) Any Receiver shall be entitled to exercise all rights and powers of the Agent hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Agent and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

(4) The Debtor hereby irrevocably appoints the Agent attorney on its behalf to sell or transfer the Charged Premises, to deal with the real property forming part of the Charged Premises and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Premises and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Premises or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5 GENERAL

Expenses

5.1 The Debtor shall pay to the Agent forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees on a solicitor and client basis, incurred by the Agent in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this Debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

5.2 This Debenture may be pledged by the Debtor as security for its indebtedness and liabilities. While this Debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness secured by this Debenture shall reduce the amount owing under this Debenture unless specifically appropriated to and noted on this Debenture by the Agent at the time of payment.

Not Negotiable

5.3 This Debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Agent are no greater than the rights of the Agent, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Agent would have been subject to.

No Waiver, Remedies

5.4 No failure on the part of the Beneficiaries or the Agent on their behalf to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or

partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

5.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given in such manner as is set forth in the Credit Agreement. The address for service for the Agent is 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9, and the address for service for the Debtor is c/o Monette Farms Ltd., P.O. Box 1298, Swift Current, Saskatchewan, S9H 3X4.

Additional Security

5.6 This Debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Beneficiaries.

Headings; References to Debenture

5.7 The division of this Debenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Debenture. The terms "this Debenture", "hereof", "hereunder" and similar expressions refer to this Debenture and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Debenture.

Number; Gender; Persons

5.8 In this Debenture words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Governing Law

5.9 This Debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

5.10 The Debtor hereby attorns and submits to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

5.11 This Debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation resulting from an amalgamation with the Debtor) except that the Debtor may not assign its obligations under this Debenture without the prior written consent of the Agent. This Debenture shall benefit the successors and permitted assigns of the Beneficiaries.

Time of the Essence

5.12 Time shall be of the essence with regard to this Debenture.

Discharge

5.13 The Debtor shall not be discharged from the Charge, this Debenture or any of its obligations hereunder except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

Waiver of Financing Statement, Etc.

5.14 The Debtor hereby waives the right to receive from the Agent or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture.

No Merger

5.15 No item or part of this Debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this Debenture or the Credit Agreement, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Beneficiaries under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Saskatchewan Waiver

5.16 The Debtor agrees that:

(a) *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in that Act, with respect to this Debenture or any agreement renewing, extending or collateral to this Debenture; and

(b) *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:

(i) this Debenture;

(ii) any mortgage, charge or other security for the payment of money made, given or created by this Debenture;

(iii) any agreement or instrument renewing or extending or collateral to this Debenture or renewing or extending or collateral to any mortgage, charge or other security referred to or mentioned in Section 5.16(b)(ii); or

(iv) the rights, powers, remedies of the Agent and of the other Beneficiaries under this Debenture or under any mortgage, charge, other security, agreement or instrument referred to or mentioned in Sections 5.16(b)(ii) or 5.16(b)(iii).

Expropriation

5.17 The Debtor hereby waives the provisions of sections 49 and 52 of the *Expropriation Act* (Alberta) and any legislation enacted in place thereof.

***Insurance Act* Waiver**

5.18 In the event that the Agent elects to apply any proceeds of insurance to the payment of the obligations secured, the Debtor hereby irrevocably waive the rights, benefits and provisions of any and all statutory provisions which may require that proceeds of insurance be used to restore or rebuild the improvements, including, without limitation, the *Fires Prevention (Metropolis) Act, 1774* and the *Insurance Act* (Alberta) and any legislation in substitution therefore.

Alberta Statutory Covenants

5.19 The Debtor hereby covenant and agree that:

(a) it is the registered and beneficial owner of the Charged Premises;

(b) it has the right to mortgage its interest in the Charged Premises;

(c) when the Charge becomes enforceable, the Agent shall have quiet possession of its interest in the Charged Premises, free from all encumbrances except for the Permitted Encumbrances (as defined in the Credit Agreement);

(d) it will execute such further assurances of its interest in the Charged Premises as may be requisite; and

(e) it has done no act to encumber its interest in the Charged Premises except for the Permitted Encumbrances.

Alberta Charge

5.20 For the better securing to the Agent (as mortgagee hereunder) the repayment in the manner aforesaid of the Principal Sum and interest and other obligations secured hereby, the Debtor (as mortgagor hereunder) DOES HEREBY mortgage to the Agent all of its estate and interest in the Charged Premises.

Evergreen Grant

5.21 For the purposes of Section 13(2) of the AB PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be

novated and re-granted each year on the anniversary date of this Debenture, without any further action of the Debtor or the Agent. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Debenture is discharged by the Agent pursuant to Section 5.13 hereof.

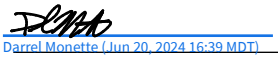
Conflict of Terms; Entire Agreement

5.22 This Debenture has been entered into as collateral security for the Obligations, the Lender Financial Instrument Obligations (as defined in the Credit Agreement) and the Bank Product Obligations (as defined in the Credit Agreement) and is subject to all the terms and conditions of the Credit Agreement, the Bank Products (as defined in the Credit Agreement) and the Lender Financial Instruments (as defined in the Credit Agreement) and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Bank Products or the Lender Financial Instruments, the rights and obligations of the Debtor, the Agent and the Beneficiaries shall be governed by the provisions of the Credit Agreement, the Bank Products and the Lender Financial Instruments (as applicable). This Debenture together with the Credit Agreement, the Lender Financial Instruments, the Bank Product documentation and all other Documents constitute the entire agreement between the Debtor and the Agent with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

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IN WITNESS WHEREOF the Debtor has executed this Debenture as of the date first written above.

MONETTE FARMS LAND GP LTD.

Per: 
Darrel Monette (Jun 20, 2024 16:39 MDT)

Name: Darrel Monette
Title: President

Schedule "A"

Lands

Nil.

Facilities

Nil.

Agreements and Instruments

Nil.

THIS DEBENTURE PLEDGE AGREEMENT made as of June 21, 2024;
(Monette Farms Land GP Ltd.)

Description of Fixed and Floating Charge Demand Debenture

Principal Sum: $2,000,000,000 Canadian Dollars

Interest Rate: 21.0% per annum

Date: June 21, 2024

WHEREAS:

A. The Bank of Nova Scotia and certain other lenders (collectively, the "**Lenders**") and The Bank of Nova Scotia in its capacity as agent on behalf of the Lenders (in that capacity, the "**Agent**") have entered into a fifth amended and restated credit agreement with Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farms USA, Inc. and Darrel Noel Monette (collectively, the "**Borrowers**"), as borrowers, originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") pursuant to which the Lenders have agreed to make credit facilities available to the Borrowers;

B. Monette Farms Land GP Ltd. (the "**Debtor**") is an Affiliate of the Canadian Borrower and has executed and delivered to the Agent and the Lenders a guarantee made as of the date hereof (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Guarantee**") wherein, *inter alia*, the Debtor has guaranteed all present and future Obligations (as defined in the Guarantee);

C. In order to secure the payment and performance of all present and future Obligations (as hereinafter defined) of the Debtor to the Agent, the Lenders, the Bank Product Affiliates and the Hedging Affiliates (collectively, the "**Beneficiaries**"), the Debtor has created and issued to the Agent the debenture described above (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Debenture**");

D. The purpose of this Debenture Pledge Agreement is to set forth the terms and conditions upon which the Debenture is to be held by the Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees and covenants with the Agent as follows:

1. The Debtor hereby grants a security interest in and deposits with and pledges to the Agent the Debenture to be held by the Agent as general and continuing collateral security for the payment and performance of all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (b) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (c) all obligations, liabilities and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and

thereafter increased or entirely extinguished and thereafter incurred again (collectively, the "**Obligations**").

2. The Agent shall neither demand payment pursuant to the Debenture nor enforce the security constituted thereby unless the Agent shall be entitled to do so pursuant to the provisions of the Credit Agreement and the other agreements, instruments or documents establishing, creating or evidencing any Obligations (collectively, the "**Credit Documents**"), but thereafter the Agent may at any time exercise and enforce all of the rights and remedies of a holder of the Debenture as if the Agent was the absolute owner thereof without notice to or control by the Debtor, and any such remedy may be exercised separately or in combination with, and shall be in addition to and not in substitution for, any other right or remedy of the Agent and the Beneficiaries however created, provided that the Agent shall not be bound to exercise any such right or remedy.

3. Subject to the requirements of applicable law, the Agent shall not be bound under any circumstances to realize upon or under the Debenture and shall not be responsible to the Debtor for any loss occasioned by any sale or other dealing with the Debenture or the Charged Premises (as defined in the Debenture) or by the retention of or failure to sell or otherwise deal with the same.

4. The proceeds of or any other amount received pursuant to the Debenture shall be applied by the Agent on account of the Obligations in such order as set out in the Credit Agreement without prejudice to the Agent's or the Beneficiaries' claim upon the Debtor for any deficiency. Subject to the requirements of applicable law, any surplus realized by the Agent in excess of the Obligations shall be paid over to the Debtor.

5. Subject to paragraph 2 hereof, the Agent shall not be obliged to exhaust its recourse against the Debtor, any other person or persons, or any other security it may hold with respect to the Obligations before realizing upon, under, or otherwise dealing with the Debenture in such manner as the Agent sees fit. The Agent and the other Beneficiaries may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with other parties, sureties or securities as they may see fit, without prejudice to the liability of the Debtor or the Agent's or the other Beneficiaries' rights in respect of the Debenture.

6. Notwithstanding the stated interest rate per annum in the Debenture, payment to the Beneficiaries or, in the case of Obligations payable pursuant to the Credit Agreement, the Agent for the account of the Lenders, of the relevant interest, fees and other amounts owing under the Credit Documents for any period in respect of the Obligations at the current rate at which the Obligations bear interest for such period pursuant to the Credit Documents shall be deemed to be payment in satisfaction of the interest payment for the same period under the Debenture.

7. The Debenture shall not operate by way of merger of any of the Obligations and no judgment recovered by the Agent or the other Beneficiaries shall operate by way of merger of or in any way affect the security of the Debenture which is in addition to and not in substitution for any other security now or hereafter held by the Agent or the other Beneficiaries with respect to the Obligations.

8. Notwithstanding the form and terms of the Debenture and the provisions of this Debenture Pledge Agreement, (a) the Agent shall not claim or realize an amount under or in respect of the Debenture in excess of the aggregate Obligations (for certainty, the Obligations being determined (i) without including the stated Principal Sum (as defined in the Debenture) of the Debenture and (ii) subject to paragraph 6 hereof, without reference to the stated interest rate per annum in the Debenture) from time to time, of the Debtor to the Agent and the Beneficiaries and (b) the provisions of this Debenture Pledge Agreement and the Debenture, in particular, but without limitation, Sections 2.2 and 3.1 of the Debenture, are subject

to the provisions of the Guarantee and the Credit Agreement relating to the subject matter thereof. If there are any express conflicts or inconsistencies between the terms of the Guarantee, the Credit Agreement and the Debenture or this Debenture Pledge Agreement, then the terms of the Guarantee and the Credit Agreement, as applicable, shall govern in all respects to the extent necessary to eliminate such express conflicts or inconsistencies.

9. Upon payment and satisfaction in full of the Obligations and cancellation in full of the credit facilities established under the Credit Agreement when none of the Beneficiaries has other credit facilities in favour of or any obligation to provide credit to the Debtor, the Agent shall, at the request of the Debtor, deliver up the Debenture to the Debtor and shall, at the request and expense of the Debtor, execute and deliver to the Debtor releases, discharges and such other instruments as shall be required to effectively discharge the Charge (as defined in the Debenture).

10. Time shall be of the essence with regard to this Debenture Pledge Agreement.

11. Capitalized terms used herein without express definition shall have the same meanings ascribed thereto as are set forth in the Credit Agreement.

12. This Debenture Pledge Agreement shall enure to the benefit of and be binding upon the Debtor, the Agent and the other Beneficiaries and their respective successors and permitted assigns.

13. The parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture Pledge Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture Pledge Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of either party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

14. This Debenture Pledge Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta.

15. The Debtor hereby waives the right to receive from the Agent or the Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture Pledge Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture Pledge Agreement.

16. The Debtor may not assign its obligations under this Debenture Pledge Agreement without the prior written consent of the Agent.

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IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

MONETTE FARMS LAND GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name:
Title:

Per: _____
Name:
Title:

IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

MONETTE FARMS LAND GP LTD.

Per: _____
Name:
Title:

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name: Sarah Scuglia
Title: Director, Global Loan Syndications Canada

Per: _____
Name: Venita Ramjattan
Title: Associate, Global Loan Syndications Canada

MONETTE FARMS LAND LIMITED PARTNERSHIP

GUARANTEE

MADE AS OF JUNE 21, 2024

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MONETTE FARMS LAND LIMITED PARTNERSHIP

GUARANTEE

THIS GUARANTEE is made as of June 21, 2024

WHEREAS the Guarantor is an Affiliate of the Canadian Borrower;

AND WHEREAS the Guarantor has agreed to provide a guarantee with respect to the Credit Facilities provided by the Lenders pursuant to the Credit Agreement and with respect to the Lender Financial Instrument Obligations and the Bank Product Obligations;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of Cdn. $10.00 now paid by the Beneficiaries to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Guarantor hereby covenants and agrees with the Beneficiaries as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

(a) In this Guarantee and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "**Beneficiary**" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Beneficiaries' Counsel**" means Dentons Canada LLP or such other firm of lawyers as may be selected by the Beneficiaries from time to time.

"Canadian Borrower" means Monette Farms Ltd. and its successors and permitted assigns.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024, between the Canadian Borrower, Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, The Bank of Nova Scotia and such other financial institutions as are or may become parties thereto, as lenders, and The Bank of Nova Scotia as agent of such lenders, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Default Rate**" means a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum.

"**Documents**" means, collectively, the Documents as defined in the Credit Agreement together with any and all Lender Financial Instruments.

"**Excluded Swap Obligations**" means, with respect to the Guarantor, any Swap Obligation if (and only if), and to the extent that, all or a portion of this Guarantee, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Guarantee**" means this guarantee, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Guarantor**" means Monette Farms Land Limited Partnership and its successors and permitted assigns.

"**Loan Parties**" means, collectively, Darrel Noel Monette, Monette Farm Family Trust and the Loan Parties (as such term is defined in the Credit Agreement), excluding the Guarantor, and "Loan Party" means any one of them.

"**Obligations**" means, collectively and at any time and from time to time, except for Excluded Swap Obligations, all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Loan Parties to any of the Beneficiaries or to all of them including, without limitation, (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and other Documents and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Loan Parties under the Credit Agreement and other Documents, (ii) all Bank Product Obligations of the Loan Parties of or owing by the Loan Parties to any and all Lenders and Bank Product Affiliates and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Loan Parties to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, the Guarantor and each Loan Party (that provides a guarantee to the Beneficiaries) and that has total assets exceeding U.S. $10,000,000 at the time the relevant guarantee or grant of the

relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

(b) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement (except, for certainty, the term "Loan Parties" which shall have the meaning described herein). For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantee. The terms "this Guarantee", "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

1.3 Number; persons; including

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, limited and unlimited liability companies, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 *Interest Act* (Canada)

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.5 Nominal Rates

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Guarantee; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after demand, default and judgment. The rates of interest specified in this Guarantee are intended to be nominal rates and not effective rates and any interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

1.6 References to Guarantor

All references in this Guarantee to representations and warranties by, covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Guarantor" shall, as the context requires, be and shall be construed as being by the general partner of the Guarantor on behalf of and in respect of the Guarantor.

ARTICLE 2
GUARANTEE

2.1 Guarantee of Obligations

The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiaries the payment and performance of all of the Obligations, together with interest thereon as provided in Section 5.4.

2.2 Indemnity

If any or all of the Obligations are not duly paid or performed by the Loan Parties and are not recoverable under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Beneficiaries from and against all losses resulting from the failure of the Loan Parties to pay and perform such Obligations.

2.3 Guarantor as Principal Obligor

If any or all of the Obligations are not duly paid or performed by the Loan Parties after demand therefor and are not recoverable under Section 2.1 or the Beneficiaries are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations shall, as a separate and distinct obligation, be recoverable by the Beneficiaries from the Guarantor as the primary obligor and principal debtor in respect thereof and shall be paid to the Beneficiaries forthwith after demand therefore as provided herein.

2.4 Guarantee Absolute and Unconditional

The liability and obligations of the Guarantor hereunder shall be continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by, and the Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the Obligations, covenants or undertakings of the Loan Parties under the Documents;

(b) any modification or amendment of or supplement to the Obligations;

(c) any loss of or in respect of any security held by the Beneficiaries, whether occasioned by the fault of the Beneficiaries or otherwise, including any release, non-perfection or invalidity of any such security;

(d) any change in the existence, structure, constitution, name, control or ownership of a Loan Party or any other person, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Loan Parties or any other person or their respective assets;

(e) the existence of any set-off, counterclaim, claim or other right which the Guarantor or the Loan Parties may have at any time against the Beneficiaries or any other person, whether in connection with the Credit Agreement, this Guarantee or any unrelated transaction;

(f) any provision of applicable law purporting to prohibit or limit the payment by the Loan Parties of any Obligation, and the foregoing is hereby waived by the Guarantor to the extent permitted under applicable law;

(g) any limitation, postponement, prohibition, subordination or other restriction on the right of a Beneficiary to payment of the Obligations;

(h) any release, substitution or addition of any other guarantor of the Obligations;

(i) any defence arising by reason of any failure of any Beneficiary to make any presentment, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non-payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations;

(j) any defence arising by reason of any failure of a Beneficiary to proceed against any of the Loan Parties or any other person, or to apply or exhaust any security held from any of the Loan Parties or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Beneficiaries;

(k) any defence arising by reason of the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any security or guarantee in support thereof, or by reason of any incapacity, lack of authority, or other defence of any of the Loan Parties or any other person, or by reason of any limitation, postponement or prohibition on a Beneficiary's rights to payment, or the cessation from any cause whatsoever of the liability of any of the Loan Parties or any other person with respect to all or any part of the Obligations (other than

irrevocable payment to the Beneficiaries in full, in cash, of the Obligations), or by reason of any act or omission of the Beneficiaries or others which directly or indirectly results in the discharge or release of any of the Loan Parties or any other person or of all or any part of the Obligations or any security or guarantee therefor, whether by contract, operation of law or otherwise;

(l) any defence arising by reason of the failure by a Beneficiary to obtain, register, perfect or maintain a Security Interest in or upon any property of any of the Loan Parties or any other person, or by reason of any interest of the Beneficiaries in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral;

(m) any defence arising by reason of the failure of the Beneficiaries to marshal assets;

(n) to the extent permitted under applicable law, any defence based upon any failure of the Beneficiaries to give to any of the Loan Parties or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(o) any defence based upon or arising out of any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any of the Loan Parties or any other person, including any discharge or bar against collection of any of the Obligations; or

(p) any other law, event or circumstance or any other act or failure to act or delay of any kind by the Loan Parties, the Beneficiaries or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the Beneficiaries is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Loan Parties for reimbursement, the Guarantor's right to recover contribution from any other guarantor or any other right or remedy of the Guarantor.

ARTICLE 3
DEALINGS WITH THE LOAN PARTIES AND OTHERS

3.1 No Release

The Beneficiaries may, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability and obligations hereunder:

(a) grant time, renewals, extensions, indulgences, releases and discharges to the Loan Parties or any other guarantor or endorser;

(b) take or abstain from taking security or collateral from the Loan Parties or any other guarantor or endorser or from perfecting security or collateral of the Loan Parties or any other guarantor or endorser;

(c) accept compromises from the Loan Parties or any other guarantor or endorser;

(d) subject to the Documents, apply all money at any time received from a Loan Party or any of them or from security upon such part of the Obligations as the Beneficiaries may see fit or change any such application in whole or in part from time to time as the Beneficiaries may see fit; or

(e) otherwise deal with the Loan Parties and all other persons and security as the Beneficiaries may see fit.

3.2 No Exhaustion of Remedies

The Beneficiaries shall not be bound or obligated to exhaust their recourse against any of the Loan Parties or any other person or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 5) before the Beneficiaries shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

3.3 Evidence of Obligations

Any account settled or stated in writing by or between a Beneficiary or the Beneficiaries, as the case may be, and the Loan Parties shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

3.4 No Set-off

In any claim by the Beneficiaries against the Guarantor hereunder, the Guarantor shall not claim or assert any set-off, counterclaim, claim or other right that the Loan Parties or the Guarantor may have against one or more of the Beneficiaries.

ARTICLE 4
CONTINUING GUARANTEE

4.1 Continuing Guarantee

This Guarantee shall be a continuing guarantee and shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by any Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), all as though such payment had not been made.

4.2 Revival of Indebtedness

If at any time, all or any part of any payment previously received by a Beneficiary and applied to any Obligation must be rescinded or returned by the Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), such Obligation shall, for the purpose of this Guarantee, to the extent that such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Beneficiary, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Beneficiary had not been made.

ARTICLE 5
DEMAND FOR PAYMENT, EXPENSES AND INTEREST

5.1 Demand for Payment

The Beneficiaries shall be entitled to make demand upon the Guarantor at any time during the continuance of an Event of Default and upon any such demand the Beneficiaries may treat all Obligations as due and payable and may forthwith collect from the Guarantor all Obligations. The Guarantor shall make payment to or performance in favour of the Beneficiaries of all Obligations forthwith after demand therefor is made upon the Guarantor by the Beneficiaries as aforesaid.

5.2 Stay of Acceleration

If acceleration of the time for payment of any amount payable by any of the Loan Parties in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of any of the Loan Parties or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiaries.

5.3 Expenses

The Guarantor shall pay to the Beneficiaries all reasonable out of pocket costs and expenses as provided in Section 14.1 of the Credit Agreement.

5.4 Interest

Any payment obligation comprised in the Obligations guaranteed hereunder which is not paid when due hereunder shall bear interest, to the extent not already included in the Obligations, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment at the rate or rates provided in the relevant Document for such Obligations or, in the event no such rate is provided for therein, at a rate per annum that is equal to the Default Rate. Any other amounts payable pursuant hereto, including pursuant to Section 5.3, which are not paid when due hereunder shall bear interest, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment or reimbursement thereof by the Guarantor at a rate per annum that is equal to the Default Rate. All such interest shall accrue daily and shall be payable by the Guarantor on demand by the Beneficiaries.

ARTICLE 6
SUBROGATION

6.1 Subrogation

(a) Until all the Obligations have been irrevocably paid in full in cash, the Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by applicable law, any right to enforce any remedy which the Beneficiaries now have or may hereafter have against the Loan Parties in respect of the Obligations, and until such time the Guarantor waives any benefit of, and any right to participate in, any security, now or hereafter held by the Beneficiaries for the Obligations.

(b) If (i) the Guarantor performs or makes payment to the Beneficiaries of all amounts owing by the Guarantor under this Guarantee, and (ii) the Obligations are performed and irrevocably paid in full then the Beneficiaries will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of the Beneficiaries' interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; COVENANTS

7.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Beneficiaries and acknowledges and confirms that each of the Beneficiaries is relying upon such representations and warranties:

(a) Status and Authority

It is a limited partnership existing under the laws of Ontario, is validly existing under those laws and is registered to carry on business in all jurisdictions in which the failure to be so registered would reasonably be expected to have a Material Adverse Effect and has all authority, capacity and powers and all material Governmental Authorizations required to carry on its business as now conducted.

(b) Valid Authorization

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which it is a party (i) is within the Guarantor's authority, capacity and power, (ii) has been duly authorized by all necessary partnership and other action and such authorizations remain in full force and effect, (iii) requires no Governmental Authorization or action by or in respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under its constating or other organizational documents, any provision of applicable law by which it is bound or to which any of its assets are subject, or cause a limitation on its powers (or, to the extent applicable, the

powers of its directors) to be exceeded, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of its Affiliates (other than, in the case of (iii) and (iv) above, pursuant to the Security).

(c) Enforceability of Documents

This Guarantee and each of the other Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(d) Eligible Contract Participant

It is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

7.2 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.

7.3 Nature of Representations and Warranties

The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigations or examinations which may be made by the Beneficiaries or Beneficiaries' Counsel. Such representations and warranties shall survive until this Guarantee has been terminated.

7.4 Covenants Contained in the Credit Agreement and Other Documents

The Guarantor hereby covenants and agrees with the Beneficiaries that the Guarantor shall observe, perform and comply with any and all of the covenants of the Borrowers contained in the Credit Agreement or other Documents that the Canadian Borrower agrees that the Guarantor and any of the other Loan Parties shall observe, perform and comply with or that the Canadian Borrower shall cause the Guarantor and such other Loan Parties to observe, perform and comply with.

7.5 Keepwell

To the extent the Guarantor is a Qualified ECP Guarantor, it hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Loan Party (that provides a guarantee to the Beneficiaries) to honour all of its obligations under its Guarantee in respect of Swap Obligations (provided, however, that the Guarantor shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering

its obligations under this Section, or otherwise under this Guarantee, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Guarantor under this Section shall remain in full force and effect until discharged in accordance with the provisions of this Guarantee. The Guarantor intends that this Section constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Loan Party (that provides a guarantee to the Beneficiaries) for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE 8
SUBORDINATION AND POSTPONEMENT

8.1 Postponement

All debts and liabilities, present and future, of the Loan Parties to the Guarantor are hereby assigned to the Agent and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Agent and, upon the occurrence and during the continuance of an Event of Default, forthwith upon receipt will be paid over to the Beneficiaries, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

ARTICLE 9
GENERAL

9.1 Waiver of Notices

The Guarantor hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to this Guarantee and the obligations guaranteed hereunder, except for the demand pursuant to Section 5.1.

9.2 Benefit of the Guarantee

This Guarantee shall enure to the benefit of the respective successors and permitted assigns of the Beneficiaries and be binding upon the successors of the Guarantor.

9.3 Foreign Currency Obligations

The Guarantor shall make payment relative to each Obligation in the currency (the "**original currency**") in which the Loan Parties are required to pay such Obligation. If the Guarantor makes payment relative to any Obligation to the Beneficiaries in a currency (the "**other currency**") other than the original currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the original currency which the Beneficiaries are able to purchase with the amount of other currency they receive on the date of receipt in accordance with normal practice. If the amount of the original currency

which the Beneficiaries are able to purchase is less than the amount of such currency originally due in respect of the relevant Obligation, the Guarantor shall indemnify and save the Beneficiaries harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Guarantee, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Beneficiaries and shall continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order. A certificate of a Beneficiary as to any such loss or damage shall constitute *prima facie* evidence thereof, in the absence of manifest error.

9.4 Taxes and Set-off by Guarantor

All payments by the Guarantor under this Guarantee, whether in respect of principal, interest, interest on overdue and unpaid interest, fees or any other Obligations, shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the Guarantor is prohibited by applicable laws from doing so, in which event the Guarantor shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) forthwith pay to the Beneficiaries such additional amount so that the net amount received by the Beneficiaries will equal the full amount which would have been received by it had no such deduction or withholding been made;

(c) pay to the relevant taxation or other authorities, within the period for payment required by applicable laws, the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to this Section); and

(d) furnish to the Beneficiaries promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid.

9.5 No Waiver; Remedies

No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.7 Amendments and Waivers

Any provision of this Guarantee may be amended, waived or a consent given in respect thereof with the concurrence of the Guarantor and the Agent on behalf of the Beneficiaries. Any waiver and any consent by the Agent on behalf of the Beneficiaries under any provision of this Guarantee must be in writing signed by the Agent and may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.8 Additional Security

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees) now or hereafter held by the Beneficiaries and any other rights or remedies they might have.

9.9 Notices

Any demand, notice or other communication (hereinafter in this Section referred to as a "**Communication**") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery, telecopier or other electronic means or by registered mail addressed to the recipient as follows:

To the Agent on behalf of the Beneficiaries as follows:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

To the Guarantor:

Monette Farms Land Limited Partnership
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile: (306) 627-3793

or such other address or telecopy number as may be designated by notice by any party to the other. Any Communication given by personal delivery or telecopier or other electronic means shall be conclusively deemed to have been given on the day of actual delivery or transmittal thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery, telecopier or other electronic means.

9.10 Assignment

The rights of the Beneficiaries under this Guarantee may be assigned by the Beneficiaries in accordance with the provisions of the Credit Agreement and without the consent of the Loan Parties or the Guarantor during the continuance of an Event of Default and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee.

9.11 Time of Essence

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Beneficiaries.

9.12 Financial Condition of the Loan Parties

The Guarantor is fully aware of the financial condition of each of the Loan Parties and acknowledges that it shall receive a benefit from each Loan Party entering into the Documents to which each such Loan Party is a party. The Guarantor assumes all responsibility for being and keeping itself informed of the Loan Parties' financial condition and assets, and of all other circumstances bearing upon the risk of non-payment or non-performance of the Obligations and the nature, scope and extent of the risks which the Guarantor assumes and incurs hereunder, and agrees that the Beneficiaries shall not have a duty to advise the Guarantor of information known to any of them regarding such circumstances or risks.

9.13 Acknowledgement of Documentation

The Guarantor hereby acknowledges receipt of a true and complete copy of the other Documents and all of the terms and conditions thereof.

9.14 Entire Agreement

This Guarantee and the other Documents constitute the entire agreement between the Beneficiaries and the Guarantor with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein or therein.

9.15 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.16 Attornment

The Guarantor and each of the Beneficiaries hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to this Guarantee. For the purpose of all such legal proceedings, the courts of the Province of

Alberta shall have jurisdiction to entertain any action arising under this Guarantee. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of the Guarantor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

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IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first written above.

MONETTE FARMS LAND LIMITED PARTNERSHIP by its general partner MONETTE FARMS LAND GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:35 MDT)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title

GENERAL SECURITY AGREEMENT
(Monette Farms Land Limited Partnership)

THIS AGREEMENT made as of June 21, 2024

B E T W E E N :

MONETTE FARMS LAND LIMITED PARTNERSHIP, a limited partnership existing under the laws of Ontario (hereinafter referred to as the "**Debtor**")

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, in its capacity as Agent (hereinafter referred to as the "**Secured Party**")

WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of the Obligations (as hereinafter defined), the security interest and assignment, mortgage and charge granted herein;

AND WHEREAS the Lenders, the Bank Product Affiliates and the Hedging Affiliates have appointed and authorized the Secured Party to act as their agent and attorney for the purpose of holding security granted by the Debtor;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, this Section and any schedules or attachments hereto, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "Beneficiary" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Borrowers**" means, collectively, Monette Farms Ltd., Monette Farms USA, Inc. and Darrel Noel Monette and each of their successors and permitted assigns.

"**Charge**" means the security interests, assignments, mortgages and charges created hereunder.

"**Collateral**" has the meaning set out in Section 2.1.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between the Borrowers, as borrowers, the Secured Party, as agent, and the Lenders, as lenders, relating to the establishment of certain credit facilities in favour of the Borrowers, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Guarantee**" means the guarantee made as of even date herewith by the Debtor in favour of the Beneficiaries, as the same may be amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Obligations**" means, collectively and at any time and from time to time, all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (b) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (c) all liabilities, obligations and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

1.2 Definitions used in the Credit Agreement

Capitalized terms used herein without express definition shall, unless something in the subject matter or context is inconsistent therewith, have the same meanings as are ascribed to such terms in the Credit Agreement.

1.3 *Personal Property Security Act* (Alberta) Definitions

The terms "accessions", "accounts", "chattel paper", "documents of title", "goods", "instruments", "intangibles", "inventory", "investment property" "money" and "proceeds" whenever used herein shall have the meanings given to those terms in the *Personal Property Security Act* (Alberta) (the "**PPSA**"), as now enacted or as the same may from time to time be amended, re-enacted or replaced.

1.4 Headings and References

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.5 Included Words

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.6 Calculation of Interest

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.7 Schedules

Any schedule to this Agreement is incorporated by reference and shall be deemed to be part of this Agreement.

1.8 References to Debtor

All references in this Agreement to representations and warranties by, covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Debtor" shall, as the context requires, be and shall be construed as being by the general partner of the Debtor on behalf of and in respect of the Debtor.

ARTICLE 2
GRANT OF SECURITY

2.1 Security

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby pledges, hypothecates, assigns, charges, conveys, sets over and transfers unto the Secured Party for the benefit of the Beneficiaries and grants to the Secured Party a security interest in all of the present and future undertaking, assets and property, both real and personal of the Debtor including, without limitation, all present and after-acquired personal property of the Debtor (collectively, the "**Collateral**"), and as further general and continuing security for the payment and performance of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral to the Secured Party (with respect to real property, as and by way of a floating charge). Without limiting the generality of the foregoing, the Collateral shall include all right, title and interest that the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in all property of the following kinds:

(a) Accounts Receivable: all debts, accounts, accounts receivables, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the "**Receivables**");

(b) Inventory: all inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all goods held for sale or lease, or furnished or to be furnished under contracts for service, or that are work in progress, or that are raw materials used or consumed in the business of the Debtor (collectively, the "**Inventory**");

(c) Equipment: all goods, machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not Inventory, including, without limiting the generality of the foregoing, the tangible personal property described in any schedule hereto executed by both the Debtor and the Secured Party;

(d) Chattel Paper: all chattel paper;

(e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(f) Investment Property and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other investment property including, without limitation, securities accounts, financial assets, securities entitlements and all instruments (collectively, the "**Securities**");

(g) Intangibles: all intangibles not described in Section 2.1(a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;

(h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(i) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in Sections 2.1(a) to (h) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;

(j) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in Sections 2.1(a) to (i) inclusive; and

(k) Proceeds: all proceeds of the property described in Sections 2.1(a) to (j) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for the loss of or damage to such property;

provided that the Charge shall not: (i) extend, include or apply to the last day of the term of any lease now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said Charge, the Debtor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said Charge, (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound or (iii) extend to, and the Collateral shall not include any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which

the Debtor has benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of, or permit any person to terminate, the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

2.2 Attachment of Security Interest

The Debtor acknowledges (i) that value has been given, (ii) that the security interest granted hereby shall attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral, (iii) it has not agreed to postpone the time of attachment of the security interest and (iv) it has received a copy of this Agreement.

2.3 Crystallization against Real Property

In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 5.1 and the Secured Party giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

2.4 Evergreen Grant

For the purposes of Section 13(2) of the PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be novated and re-granted each year on the anniversary date of this Agreement, without any further action of the Debtor or the Secured Party. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Agreement is discharged by the Secured Party pursuant to Section 6.8 hereof.

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 Representations and Warranties

The Debtor hereby represents and warrants to the Secured Party and the Beneficiaries that (and acknowledges that the Secured Party and the Beneficiaries are relying on the same):

(a) the address of the Debtor's chief executive office (as such term is utilized in the PPSA) is 222 Bay Street, Suite 3000, Toronto, Ontario M5K 1E7;

(b) the address of the office where the Debtor keeps its records respecting the Receivables is 222 Bay Street, Suite 3000, Toronto, Ontario M5K 1E7;

(c) all of the tangible property and assets of the Debtor, real or personal, are located in the Provinces of Alberta, Saskatchewan, Manitoba and Ontario; and

(d) it has not granted "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

3.2 Survival of Representations and Warranties

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement notwithstanding any investigations or examinations which may be made by any of the Beneficiaries or their legal counsel. Such representations and warranties shall survive until this Agreement has been terminated and discharged in accordance with Section 6.8 hereof.

3.3 Covenants

The Debtor covenants with the Secured Party that the Debtor shall:

(a) not change its name or the jurisdiction of its chief executive office or the location of the office where it keeps its records respecting the Receivables without giving 15 days' prior written notice thereof to the Secured Party;

(b) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement, including, without limitation, to enforce the Charge and remedies provided hereunder, or to better evidence and perfect the Charge, and, upon the occurrence of an Event of Default, the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any receiver or receiver and manager appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;

(c) pay to the Secured Party forthwith upon demand all reasonable costs and expenses as provided in Section 14.1 of the Credit Agreement; and

(d) not grant "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

ARTICLE 4
SECURITIES; ACCOUNT DEBTORS

4.1 Registration of Securities

The Secured Party may require that the Debtor have any Securities registered in the name of the Secured Party or in the name of its nominee and shall be entitled but not bound or required to exercise any of the rights that any holder of such Securities may at any time have, provided that, until an Event of Default has occurred and is continuing, the Debtor shall be

entitled to exercise all voting power from time to time exercisable in respect of the Securities and receive Distributions payable with respect to the Securities as provided for and permitted pursuant to the Credit Agreement. The Beneficiaries shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor shall from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

4.2 Notification of Account Debtors

The Secured Party may give notice of this Agreement and the Charge granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, following the occurrence of an Event of Default that is continuing, may give notice to any such account debtors or other person to make all further payments to the Secured Party, and, after the occurrence and during the continuance of an Event of Default, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and forthwith paid over to the Secured Party on request.

4.3 Control of Investment Property

At the request of the Secured Party, the Debtor shall take all steps in order to provide "control" (within the meaning of the PPSA) to the Secured Party of all Investment Property including, without limitation, delivering all share certificates relating to such Investment Property.

ARTICLE 5
REMEDIES

5.1 Remedies

(a) Upon the occurrence and during the continuance of any Event of Default any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable and, in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently, or both, and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

(i) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Collateral (which term when used in this Section 5.1 shall include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 5.1 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;

(iii) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(iv) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;

(v) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;

(vi) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Collateral or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any officer or duly authorized representative of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Collateral by, from, through or under the Debtor;

(vii) the Secured Party may accept the Collateral in satisfaction or partial satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law;

(viii) the Secured Party may borrow money on the security of the Collateral for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Collateral in priority to the Charge;

(ix) the Secured Party may enter upon, occupy and use all or any of the Collateral occupied by the Debtor and use all or any of the Collateral for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party and the Beneficiaries will not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges, depreciation or damages in connection with such actions;

(x) the Secured Party may charge on its own behalf and pay to others all amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in

every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at a rate per annum equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum and (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum, shall be added to and form part of the Obligations hereby secured; and

(xi) the Secured Party may discharge any claim, Security Interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with all reasonable costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured.

(b) The Secured Party and the Beneficiaries may:

(i) grant extensions of time;

(ii) take and perfect or abstain from taking and perfecting security;

(iii) give up securities;

(iv) accept compositions or compromises;

(v) grant releases and discharges; and

(vi) release any part of the Collateral or otherwise deal with the Debtor, debtors and creditors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit,

without prejudice to the liability of the Debtor to the Secured Party and the Beneficiaries or the Beneficiaries' rights hereunder.

(c) The Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral.

(d) The Secured Party shall apply any proceeds of realization of the Collateral to payment of reasonable expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party shall apply any balance of such proceeds to payment of the Obligations in accordance with the Credit Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party and the Beneficiaries forthwith on demand. Subject to the requirements of applicable law, any surplus realized in excess of the Obligations shall be paid over to the Debtor.

(e) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

ARTICLE 6
GENERAL

6.1 Benefit of the Agreement

This Agreement shall be binding upon the successors and permitted assigns of the Debtor and shall benefit the successors and permitted assigns of the Secured Party and other Beneficiaries.

6.2 Conflict of Terms; Entire Agreement

This Agreement has been entered into as collateral security for the Obligations and is subject to all the terms and conditions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments or the documents in respect of Bank Products, the rights and obligations of the Debtor, Secured Party and Beneficiaries shall be governed by the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products, as applicable. This Agreement together with the Credit Agreement, the Guarantee, the Lender Financial Instruments, the documents in respect of Bank Products and all other Documents constitute the entire agreement between the Debtor and the Secured Party with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

6.3 No Waiver

No delay or failure by the Beneficiaries in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

6.4 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

6.5 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, facsimile or other electronic means, addressed to the recipient as follows:

To the Debtor:

Monette Farms Land Limited Partnership
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile No.: (306) 627-3793

To the Secured Party:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

or such other address, electronic communication number, or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication during normal business hours at the place of receipt on a Banking Day shall be conclusively deemed to have been made or given at the time of actual delivery or transmittal, as the case may be, on such Banking Day. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication after normal business hours at the place of receipt or otherwise than on a Banking Day shall be conclusively deemed to have been made or given at 9:00 a.m. (Calgary time) on the first Banking Day following actual delivery or transmittal, as the case may be.

6.6 Modification; Waivers; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by the Debtor and the Secured Party. No waiver of any provision of this Agreement by the Secured Party shall be effective unless the same is in writing and signed by the Secured Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The rights of the Secured Party (including those of any Beneficiary) under this Agreement may only be assigned in accordance with the requirements of the Credit Agreement, the applicable document in respect of Bank Products or applicable Lender Financial Instrument (as the case may be). The Debtor may not assign its obligations under this Agreement. Any assignee of a Beneficiary shall be bound hereby, *mutatis mutandis*.

6.7 Additional Continuing Security

This Agreement and the Charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or the Beneficiaries and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

6.8 Discharge

The Debtor and the Collateral shall not be discharged from the Charge or from this Agreement except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

6.9 No Release

The loss, injury or destruction of the Collateral shall not operate in any manner to release or discharge the Debtor from any of its liabilities to the Beneficiaries.

6.10 No Obligation to Act

Notwithstanding any provision of this Agreement or any other Document or the operation, application or effect hereof, the Secured Party, the other Beneficiaries or any Receiver, or any representative or agent acting for or on behalf of the foregoing, shall not have any obligation whatsoever to exercise or refrain from exercising any right, power, privilege or interest hereunder or to receive or claim any benefit hereunder.

6.11 Admit to Benefit

Subject to Section 6.6, no person other than the Debtor and the Beneficiaries shall have any rights or benefits under this Agreement, nor is it intended that any such person gain any benefit or advantage as a result of this Agreement nor shall this Agreement constitute a subordination of any security in favour of such person.

6.12 Time of the Essence

Time shall be of the essence with regard to this Agreement.

6.13 Waiver of Financing Statement, etc.

The Debtor hereby waives the right to receive from the Secured Party or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Agreement.

6.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

6.15 Saskatchewan Waiver

The Debtor agrees that the *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement or any agreement renewing, extending or collateral to this Agreement.

6.16 Attornment

The Debtor and each of the Beneficiaries each hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action or proceeding arising under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or any Beneficiary to commence any action or proceeding relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action, proceeding or matter relating hereto.

6.17 Executed Copy

The Debtor hereby acknowledges receipt of a fully executed copy of this Agreement.

6.18 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

MONETTE FARMS LAND LIMITED PARTNERSHIP by its general partner MONETTE FARMS LAND GP LTD.

Per: 
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

THE BANK OF NOVA SCOTIA,
as Agent and Secured Party

Per: _____
Name:
Title:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

MONETTE FARMS LAND LIMITED PARTNERSHIP by its general partner MONETTE FARMS LAND GP LTD.

Per: _____
Name:
Title:

THE BANK OF NOVA SCOTIA,
as Agent and Secured Party

Per: _____
Name: Sarah Scuglia
Title: Director, Global Loan Syndications Canada

FIXED AND FLOATING CHARGE DEMAND DEBENTURE
(Monette Farms Land Limited Partnership)

Principal Sum: $2,000,000,000 Canadian Dollars
Interest Rate: 21.0% per annum
Date: June 21, 2024

ARTICLE 1 PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the "**Debtor**") hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of The Bank of Nova Scotia in its capacity as agent (in such capacity, the "**Agent**") for and on behalf of (a) The Bank of Nova Scotia and such other financial institutions as are or may become lenders (collectively, the "**Lenders**" and, individually, a "**Lender**") under the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") between Monette Farms Ltd., Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, the Lenders and the Agent, (b) all Hedging Affiliates (as defined in the Credit Agreement) of each Lender and (c) all Bank Product Affiliates (as defined in the Credit Agreement), for the benefit of the Agent, the Lenders, such Hedging Affiliates and Bank Product Affiliates (collectively, the "**Beneficiaries**"), the Principal Sum stipulated above at the Agent's offices at GWO - Loan Operations, 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9 or at such other place as the Agent may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.The Agent, on behalf of the Beneficiaries, is the person entitled to receive the principal of and interest on this debenture (this "**Debenture**") and all other amounts payable hereunder.

ARTICLE 2 CHARGE

Charge

2.1 As security for the due payment of the Principal Sum, interest and all other money payable hereunder and all other obligations hereunder (collectively, the "**Obligations**"), the Debtor hereby:

(a) grants, assigns, mortgages and charges, as and by way of a fixed and specific mortgage, assignment and charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns:

(i) all of the right, title, interest and estate of the Debtor (both present and future) in and to the property and interests (including, without limitation,

leasehold interests) described in Schedule "A" attached hereto (the "**Lands**"); all buildings, erections, structures, improvements, equipment, surface rights and fixtures now or hereafter constructed or placed in, under or upon the Lands (collectively, the "**Facilities**"), including, without limitation, the Facilities described in Schedule "A" attached hereto or otherwise associated with the Lands; all easements, rights-of-way, licences and privileges appurtenant or appertaining to the Lands; and all interests in any of the foregoing and all benefits and rights to be derived by the Debtor in respect thereof; and

(ii) all of the right, title and interest of the Debtor (both present and future) in, to and under the agreements, instruments and other documents described in Schedule "A" attached hereto or otherwise to the extent associated with the Lands, all as the same may be amended, modified, supplemented or restated from time to time; and

(b) charges, as and by way of a first floating charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns, all of the undertaking, property and assets of the Debtor, both present and future, of every nature and kind and wherever situate including, without limitation, all of its present and future personal and real property, goodwill, trade-marks, inventions, processes, patents and patent rights, materials, supplies, inventories, motor vehicles, trucks, trailers, machinery, implements, equipment and apparatus of every kind, furniture, rent, revenues, income, money, rights, powers, privileges, franchises, benefits, amenities, contracts, agreements, leases of real and personal property, licenses, permits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, investment property, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter and any and all proceeds of any of the foregoing, except only such property and assets as are validly and effectively subject to any fixed and specific mortgages and charges created hereunder.

In this Debenture, the mortgages, assignments and charges created and provided for are collectively called the "**Charge**" and the subject matter of the Charge is called the "**Charged Premises**".

Dealings in the Ordinary Course

2.2 Subject to Section 3.1 hereof and the Credit Agreement and until the Charge becomes enforceable pursuant to the terms of the Credit Agreement, the Debtor may dispose of or deal with the Charged Premises subjected to the floating charge and security interest created under Section 2.1 in the ordinary course of business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge.

Last Day

2.3 The Charge shall not extend or apply to the last day of the term of any lease or agreement to lease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day in trust for the Agent to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.4 The Charge does not and shall not extend to, and the Charged Premises shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Agent and shall assign such Contractual Rights to the Agent forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Agent, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

Crystallization Against Real Property

2.5 In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 4.1 and the Agent giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 NEGATIVE PLEDGE

Negative Pledge

3.1 Except as has otherwise been agreed in writing with the Agent and the Lenders or as expressly permitted by the Credit Agreement or any other Document (as defined in the Credit Agreement), the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Agent, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Premises.

ARTICLE 4 DEFAULT AND REMEDIES

Default

4.1 Upon the occurrence and continuance of an Event of Default (as defined in the Credit Agreement), the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Agent may realize upon the Charged Premises and shall have the following rights and remedies, which rights and remedies

may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Beneficiaries may have:

(a) the Agent may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Charged Premises and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Premises or any part thereof; and the term "Agent" when used in this Section 4.2 shall include any Receiver so appointed and the agents, officers and employees of such Receiver;

(b) the Agent may take possession of the Charged Premises and require the Debtor to make the Charged Premises available to the Agent;

(c) the Agent may take such steps as it considers desirable to maintain, preserve or protect the Charged Premises;

(d) the Agent may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Premises;

(e) the Agent may enforce any rights of the Debtor in respect of the Charged Premises by any manner permitted by law;

(f) the Agent may sell, lease or otherwise dispose of the Charged Premises by judicial sale, by foreclosure, at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Agent may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Premises or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any Vice President or Director of the Agent being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Premises by, from, through or under the Debtor;

(g) the Agent may accept the Charged Premises in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;

(h) the Agent may borrow money on the security of the Charged Premises for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Premises in priority to the Charge;

(i) the Agent may perform any obligation, covenant or provision under the Credit Agreement and the entire costs thereof are a charge on the Charged Premises and shall be added to the amounts due hereunder and shall be secured by the Charge; and

(j) the Agent may exercise any other right or remedy permitted by law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta) (the "**AB PPSA**") or any similar personal property legislation of any jurisdiction in which any of the Charged Premises is located or which, by the operation of law, governs or is deemed to govern the Charged Premises.

(2) The Debtor further agrees with the Agent that:

(a) the Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Premises and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Premises or for the purpose of preserving any rights of the Beneficiaries, the Debtor or any other person, firm or corporation in respect of the Charged Premises;

(b) the Agent or the Beneficiaries may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Charged Premises and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Premises and other securities as the Agent may see fit without prejudice to the liability of the Debtor to the Beneficiaries or the Beneficiaries' rights hereunder;

(c) to facilitate the realization of the Charged Premises, the Agent may, subject to applicable law, enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Premises and use all or any of the equipment and other personal property of the Debtor for such time as the Agent requires to facilitate such realization, free of charge (as between the Debtor and the Agent), and the Beneficiaries shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;

(d) the Agent may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;

(e) the Agent may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Premises, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and

(f) any proceeds of realization of the Charged Premises may be applied by the Agent to the payment of expenses in connection with the preservation and realization of the Charged Premises as above described and any balance of such proceeds shall be applied by the Agent to payment of any amount owing by the

Debtor to the Agent in such order as the Agent may see fit; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Agent has knowledge and may be applied or retained as reserves against potential claims that the Agent or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to applicable law) be paid to the Debtor.

(3) Any Receiver shall be entitled to exercise all rights and powers of the Agent hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Agent and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

(4) The Debtor hereby irrevocably appoints the Agent attorney on its behalf to sell or transfer the Charged Premises, to deal with the real property forming part of the Charged Premises and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Premises and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Premises or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5 GENERAL

Expenses

5.1 The Debtor shall pay to the Agent forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees on a solicitor and client basis, incurred by the Agent in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this Debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

5.2 This Debenture may be pledged by the Debtor as security for its indebtedness and liabilities. While this Debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness secured by this Debenture shall reduce the amount owing under this Debenture unless specifically appropriated to and noted on this Debenture by the Agent at the time of payment.

Not Negotiable

5.3 This Debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Agent are no greater than the rights of the Agent, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Agent would have been subject to.

No Waiver, Remedies

5.4 No failure on the part of the Beneficiaries or the Agent on their behalf to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or

partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

5.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given in such manner as is set forth in the Credit Agreement. The address for service for the Agent is 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9, and the address for service for the Debtor is c/o Monette Farms Ltd., P.O. Box 1298, Swift Current, Saskatchewan, S9H 3X4.

Additional Security

5.6 This Debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Beneficiaries.

Headings; References to Debenture

5.7 The division of this Debenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Debenture. The terms "this Debenture", "hereof", "hereunder" and similar expressions refer to this Debenture and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Debenture.

Number; Gender; Persons

5.8 In this Debenture words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Governing Law

5.9 This Debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

5.10 The Debtor hereby attorns and submits to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

5.11 This Debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation resulting from an amalgamation with the Debtor) except that the Debtor may not assign its obligations under this Debenture without the prior written consent of the Agent. This Debenture shall benefit the successors and permitted assigns of the Beneficiaries.

Time of the Essence

5.12 Time shall be of the essence with regard to this Debenture.

Discharge

5.13 The Debtor shall not be discharged from the Charge, this Debenture or any of its obligations hereunder except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

Waiver of Financing Statement, Etc.

5.14 The Debtor hereby waives the right to receive from the Agent or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture.

No Merger

5.15 No item or part of this Debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this Debenture or the Credit Agreement, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Beneficiaries under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Saskatchewan Waiver

5.16 The Debtor agrees that:

(a) *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in that Act, with respect to this Debenture or any agreement renewing, extending or collateral to this Debenture; and

(b) *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:

(i) this Debenture;

(ii) any mortgage, charge or other security for the payment of money made, given or created by this Debenture;

(iii) any agreement or instrument renewing or extending or collateral to this Debenture or renewing or extending or collateral to any mortgage, charge or other security referred to or mentioned in Section 5.16(b)(ii); or

(iv) the rights, powers, remedies of the Agent and of the other Beneficiaries under this Debenture or under any mortgage, charge, other security, agreement or instrument referred to or mentioned in Sections 5.16(b)(ii) or 5.16(b)(iii).

Expropriation

5.17 The Debtor hereby waives the provisions of sections 49 and 52 of the *Expropriation Act* (Alberta) and any legislation enacted in place thereof.

***Insurance Act* Waiver**

5.18 In the event that the Agent elects to apply any proceeds of insurance to the payment of the obligations secured, the Debtor hereby irrevocably waive the rights, benefits and provisions of any and all statutory provisions which may require that proceeds of insurance be used to restore or rebuild the improvements, including, without limitation, the *Fires Prevention (Metropolis) Act, 1774* and the *Insurance Act* (Alberta) and any legislation in substitution therefore.

Alberta Statutory Covenants

5.19 The Debtor hereby covenant and agree that:

(a) it is the registered and beneficial owner of the Charged Premises;

(b) it has the right to mortgage its interest in the Charged Premises;

(c) when the Charge becomes enforceable, the Agent shall have quiet possession of its interest in the Charged Premises, free from all encumbrances except for the Permitted Encumbrances (as defined in the Credit Agreement);

(d) it will execute such further assurances of its interest in the Charged Premises as may be requisite; and

(e) it has done no act to encumber its interest in the Charged Premises except for the Permitted Encumbrances.

Alberta Charge

5.20 For the better securing to the Agent (as mortgagee hereunder) the repayment in the manner aforesaid of the Principal Sum and interest and other obligations secured hereby, the Debtor (as mortgagor hereunder) DOES HEREBY mortgage to the Agent all of its estate and interest in the Charged Premises.

Evergreen Grant

5.21 For the purposes of Section 13(2) of the AB PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be

novated and re-granted each year on the anniversary date of this Debenture, without any further action of the Debtor or the Agent. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Debenture is discharged by the Agent pursuant to Section 5.13 hereof.

References to Debtor

5.22 All references in this Debenture to covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Debtor" shall, as the context requires, be and shall be construed as being by the general partner of the Debtor on behalf of and in respect of the Debtor.

Conflict of Terms; Entire Agreement

5.23 This Debenture has been entered into as collateral security for the Obligations, the Lender Financial Instrument Obligations (as defined in the Credit Agreement) and the Bank Product Obligations (as defined in the Credit Agreement) and is subject to all the terms and conditions of the Credit Agreement, the Bank Products (as defined in the Credit Agreement) and the Lender Financial Instruments (as defined in the Credit Agreement) and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Bank Products or the Lender Financial Instruments, the rights and obligations of the Debtor, the Agent and the Beneficiaries shall be governed by the provisions of the Credit Agreement, the Bank Products and the Lender Financial Instruments (as applicable). This Debenture together with the Credit Agreement, the Lender Financial Instruments, the Bank Product documentation and all other Documents constitute the entire agreement between the Debtor and the Agent with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

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IN WITNESS WHEREOF the Debtor has executed this Debenture as of the date first written above.

MONETTE FARMS LAND LIMITED PARTNERSHIP by its general partner MONETTE FARMS LAND GP LTD.

Per: Darrel Monette (Jun 20, 2024 16:39 MDT)

Name: Darrel Monette
Title: President

Schedule "A"

Lands

Nil.

Facilities

Nil.

Agreements and Instruments

Nil.

THIS DEBENTURE PLEDGE AGREEMENT made as of June 21, 2024;
(Monette Farms Land Limited Partnership)

Description of Fixed and Floating Charge Demand Debenture

Principal Sum: $2,000,000,000 Canadian Dollars

Interest Rate: 21.0% per annum

Date: June 21, 2024

WHEREAS:

A. The Bank of Nova Scotia and certain other lenders (collectively, the "**Lenders**") and The Bank of Nova Scotia in its capacity as agent on behalf of the Lenders (in that capacity, the "**Agent**") have entered into a fifth amended and restated credit agreement with Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farms USA, Inc. and Darrel Noel Monette (collectively, the "**Borrowers**"), as borrowers, originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") pursuant to which the Lenders have agreed to make credit facilities available to the Borrowers;

B. Monette Farms Land Limited Partnership (the "**Debtor**") is an Affiliate of the Canadian Borrower and has executed and delivered to the Agent and the Lenders a guarantee made as of the date hereof (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Guarantee**") wherein, *inter alia*, the Debtor has guaranteed all present and future Obligations (as defined in the Guarantee);

C. In order to secure the payment and performance of all present and future Obligations (as hereinafter defined) of the Debtor to the Agent, the Lenders, the Bank Product Affiliates and the Hedging Affiliates (collectively, the "**Beneficiaries**"), the Debtor has created and issued to the Agent the debenture described above (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Debenture**");

D. The purpose of this Debenture Pledge Agreement is to set forth the terms and conditions upon which the Debenture is to be held by the Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees and covenants with the Agent as follows:

1. The Debtor hereby grants a security interest in and deposits with and pledges to the Agent the Debenture to be held by the Agent as general and continuing collateral security for the payment and performance of all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (b) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (c) all obligations, liabilities and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and

thereafter increased or entirely extinguished and thereafter incurred again (collectively, the "**Obligations**").

2. The Agent shall neither demand payment pursuant to the Debenture nor enforce the security constituted thereby unless the Agent shall be entitled to do so pursuant to the provisions of the Credit Agreement and the other agreements, instruments or documents establishing, creating or evidencing any Obligations (collectively, the "**Credit Documents**"), but thereafter the Agent may at any time exercise and enforce all of the rights and remedies of a holder of the Debenture as if the Agent was the absolute owner thereof without notice to or control by the Debtor, and any such remedy may be exercised separately or in combination with, and shall be in addition to and not in substitution for, any other right or remedy of the Agent and the Beneficiaries however created, provided that the Agent shall not be bound to exercise any such right or remedy.

3. Subject to the requirements of applicable law, the Agent shall not be bound under any circumstances to realize upon or under the Debenture and shall not be responsible to the Debtor for any loss occasioned by any sale or other dealing with the Debenture or the Charged Premises (as defined in the Debenture) or by the retention of or failure to sell or otherwise deal with the same.

4. The proceeds of or any other amount received pursuant to the Debenture shall be applied by the Agent on account of the Obligations in such order as set out in the Credit Agreement without prejudice to the Agent's or the Beneficiaries' claim upon the Debtor for any deficiency. Subject to the requirements of applicable law, any surplus realized by the Agent in excess of the Obligations shall be paid over to the Debtor.

5. Subject to paragraph 2 hereof, the Agent shall not be obliged to exhaust its recourse against the Debtor, any other person or persons, or any other security it may hold with respect to the Obligations before realizing upon, under, or otherwise dealing with the Debenture in such manner as the Agent sees fit. The Agent and the other Beneficiaries may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with other parties, sureties or securities as they may see fit, without prejudice to the liability of the Debtor or the Agent's or the other Beneficiaries' rights in respect of the Debenture.

6. Notwithstanding the stated interest rate per annum in the Debenture, payment to the Beneficiaries or, in the case of Obligations payable pursuant to the Credit Agreement, the Agent for the account of the Lenders, of the relevant interest, fees and other amounts owing under the Credit Documents for any period in respect of the Obligations at the current rate at which the Obligations bear interest for such period pursuant to the Credit Documents shall be deemed to be payment in satisfaction of the interest payment for the same period under the Debenture.

7. The Debenture shall not operate by way of merger of any of the Obligations and no judgment recovered by the Agent or the other Beneficiaries shall operate by way of merger of or in any way affect the security of the Debenture which is in addition to and not in substitution for any other security now or hereafter held by the Agent or the other Beneficiaries with respect to the Obligations.

8. Notwithstanding the form and terms of the Debenture and the provisions of this Debenture Pledge Agreement, (a) the Agent shall not claim or realize an amount under or in respect of the Debenture in excess of the aggregate Obligations (for certainty, the Obligations being determined (i) without including the stated Principal Sum (as defined in the Debenture) of the Debenture and (ii) subject to paragraph 6 hereof, without reference to the stated interest rate per annum in the Debenture) from time to time, of the Debtor to the Agent and the Beneficiaries and (b) the provisions of this Debenture Pledge Agreement and the Debenture, in particular, but without limitation, Sections 2.2 and 3.1 of the Debenture, are subject

to the provisions of the Guarantee and the Credit Agreement relating to the subject matter thereof. If there are any express conflicts or inconsistencies between the terms of the Guarantee, the Credit Agreement and the Debenture or this Debenture Pledge Agreement, then the terms of the Guarantee and the Credit Agreement, as applicable, shall govern in all respects to the extent necessary to eliminate such express conflicts or inconsistencies.

9. Upon payment and satisfaction in full of the Obligations and cancellation in full of the credit facilities established under the Credit Agreement when none of the Beneficiaries has other credit facilities in favour of or any obligation to provide credit to the Debtor, the Agent shall, at the request of the Debtor, deliver up the Debenture to the Debtor and shall, at the request and expense of the Debtor, execute and deliver to the Debtor releases, discharges and such other instruments as shall be required to effectively discharge the Charge (as defined in the Debenture).

10. Time shall be of the essence with regard to this Debenture Pledge Agreement.

11. Capitalized terms used herein without express definition shall have the same meanings ascribed thereto as are set forth in the Credit Agreement.

12. This Debenture Pledge Agreement shall enure to the benefit of and be binding upon the Debtor, the Agent and the other Beneficiaries and their respective successors and permitted assigns.

13. The parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture Pledge Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture Pledge Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of either party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

14. This Debenture Pledge Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta.

15. The Debtor hereby waives the right to receive from the Agent or the Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture Pledge Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture Pledge Agreement.

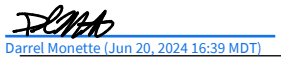
16. All references in this Debenture Pledge Agreement to covenants of, actions and steps by, or the performance of the terms and conditions hereof by the “Debtor” shall, as the context requires, be and shall be construed as being by the general partner of the Debtor on behalf of and in respect of the Debtor.

17. The Debtor may not assign its obligations under this Debenture Pledge Agreement without the prior written consent of the Agent.

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IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

MONETTE FARMS LAND LIMITED PARTNERSHIP by its general partner MONETTE FARMS LAND GP LTD.

Per: 
Darrel Monette (Jun 20, 2024 16:39 MDT)

Name: Darrel Monette
Title: President

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name:
Title:

Per: _____
Name:
Title:

IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

MONETTE FARMS LAND LIMITED PARTNERSHIP by its general partner MONETTE FARMS LAND GP LTD.

Per: _____
Name:
Title:

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name: Sarah Scuglia
Title: Director, Global Loan Syndications Canada

Per: _____
Name: Venita Ramjattan
Title: Associate, Global Loan Syndications Canada

MONETTE FARMS LAND II GP LTD.

GUARANTEE

MADE AS OF JUNE 21, 2024

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MONETTE FARMS LAND II GP LTD.

GUARANTEE

THIS GUARANTEE is made as of June 21, 2024

WHEREAS the Guarantor is an Affiliate of the Canadian Borrower;

AND WHEREAS the Guarantor has agreed to provide a guarantee with respect to the Credit Facilities provided by the Lenders pursuant to the Credit Agreement and with respect to the Lender Financial Instrument Obligations and the Bank Product Obligations;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of Cdn. $10.00 now paid by the Beneficiaries to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Guarantor hereby covenants and agrees with the Beneficiaries as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

(a) In this Guarantee and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "**Beneficiary**" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Beneficiaries' Counsel**" means Dentons Canada LLP or such other firm of lawyers as may be selected by the Beneficiaries from time to time.

"Canadian Borrower" means Monette Farms Ltd. and its successors and permitted assigns.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024, between the Canadian Borrower, Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, The Bank of Nova Scotia and such other financial institutions as are or may become parties thereto, as lenders, and The Bank of Nova Scotia as agent of such lenders, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Default Rate**" means a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum.

"**Documents**" means, collectively, the Documents as defined in the Credit Agreement together with any and all Lender Financial Instruments.

"**Excluded Swap Obligations**" means, with respect to the Guarantor, any Swap Obligation if (and only if), and to the extent that, all or a portion of this Guarantee, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Guarantee**" means this guarantee, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Guarantor**" means Monette Farms Land II GP Ltd. and its successors and permitted assigns.

"**Loan Parties**" means, collectively, Darrel Noel Monette, Monette Farm Family Trust and the Loan Parties (as such term is defined in the Credit Agreement), excluding the Guarantor, and "Loan Party" means any one of them.

"**Obligations**" means, collectively and at any time and from time to time, except for Excluded Swap Obligations, all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Loan Parties to any of the Beneficiaries or to all of them including, without limitation, (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and other Documents and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Loan Parties under the Credit Agreement and other Documents, (ii) all Bank Product Obligations of the Loan Parties of or owing by the Loan Parties to any and all Lenders and Bank Product Affiliates and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Loan Parties to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, the Guarantor and each Loan Party (that provides a guarantee to the Beneficiaries) and that has total assets exceeding U.S. $10,000,000 at the time the relevant guarantee or grant of the

relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

(b) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement (except, for certainty, the term "Loan Parties" which shall have the meaning described herein). For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantee. The terms "this Guarantee", "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

1.3 Number; persons; including

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, limited and unlimited liability companies, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 *Interest Act* (Canada)

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.5 Nominal Rates

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Guarantee; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after demand, default and judgment. The rates of interest specified in this Guarantee are intended to be nominal rates and not effective rates and any interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

ARTICLE 2
GUARANTEE

2.1 Guarantee of Obligations

The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiaries the payment and performance of all of the Obligations, together with interest thereon as provided in Section 5.4.

2.2 Indemnity

If any or all of the Obligations are not duly paid or performed by the Loan Parties and are not recoverable under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Beneficiaries from and against all losses resulting from the failure of the Loan Parties to pay and perform such Obligations.

2.3 Guarantor as Principal Obligor

If any or all of the Obligations are not duly paid or performed by the Loan Parties after demand therefor and are not recoverable under Section 2.1 or the Beneficiaries are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations shall, as a separate and distinct obligation, be recoverable by the Beneficiaries from the Guarantor as the primary obligor and principal debtor in respect thereof and shall be paid to the Beneficiaries forthwith after demand therefore as provided herein.

2.4 Guarantee Absolute and Unconditional

The liability and obligations of the Guarantor hereunder shall be continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by, and the Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the Obligations, covenants or undertakings of the Loan Parties under the Documents;

(b) any modification or amendment of or supplement to the Obligations;

(c) any loss of or in respect of any security held by the Beneficiaries, whether occasioned by the fault of the Beneficiaries or otherwise, including any release, non-perfection or invalidity of any such security;

(d) any change in the existence, structure, constitution, name, control or ownership of a Loan Party or any other person, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Loan Parties or any other person or their respective assets;

(e) the existence of any set-off, counterclaim, claim or other right which the Guarantor or the Loan Parties may have at any time against the Beneficiaries or any other person, whether in connection with the Credit Agreement, this Guarantee or any unrelated transaction;

(f) any provision of applicable law purporting to prohibit or limit the payment by the Loan Parties of any Obligation, and the foregoing is hereby waived by the Guarantor to the extent permitted under applicable law;

(g) any limitation, postponement, prohibition, subordination or other restriction on the right of a Beneficiary to payment of the Obligations;

(h) any release, substitution or addition of any other guarantor of the Obligations;

(i) any defence arising by reason of any failure of any Beneficiary to make any presentment, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non-payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations;

(j) any defence arising by reason of any failure of a Beneficiary to proceed against any of the Loan Parties or any other person, or to apply or exhaust any security held from any of the Loan Parties or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Beneficiaries;

(k) any defence arising by reason of the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any security or guarantee in support thereof, or by reason of any incapacity, lack of authority, or other defence of any of the Loan Parties or any other person, or by reason of any limitation, postponement or prohibition on a Beneficiary's rights to payment, or the cessation from any cause whatsoever of the liability of any of the Loan Parties or any other person with respect to all or any part of the Obligations (other than irrevocable payment to the Beneficiaries in full, in cash, of the Obligations), or by reason of any act or omission of the Beneficiaries or others which directly or indirectly results in the discharge or release of any of the Loan Parties or any other person or of all or any part of the Obligations or any security or guarantee therefor, whether by contract, operation of law or otherwise;

(l) any defence arising by reason of the failure by a Beneficiary to obtain, register, perfect or maintain a Security Interest in or upon any property of any of the Loan Parties or any other person, or by reason of any interest of the Beneficiaries in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral;

(m) any defence arising by reason of the failure of the Beneficiaries to marshal assets;

(n) to the extent permitted under applicable law, any defence based upon any failure of the Beneficiaries to give to any of the Loan Parties or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(o) any defence based upon or arising out of any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any of the Loan Parties or any other person, including any discharge or bar against collection of any of the Obligations; or

(p) any other law, event or circumstance or any other act or failure to act or delay of any kind by the Loan Parties, the Beneficiaries or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the Beneficiaries is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Loan Parties for reimbursement, the Guarantor's right to recover contribution from any other guarantor or any other right or remedy of the Guarantor.

ARTICLE 3
DEALINGS WITH THE LOAN PARTIES AND OTHERS

3.1 No Release

The Beneficiaries may, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability and obligations hereunder:

(a) grant time, renewals, extensions, indulgences, releases and discharges to the Loan Parties or any other guarantor or endorser;

(b) take or abstain from taking security or collateral from the Loan Parties or any other guarantor or endorser or from perfecting security or collateral of the Loan Parties or any other guarantor or endorser;

(c) accept compromises from the Loan Parties or any other guarantor or endorser;

(d) subject to the Documents, apply all money at any time received from a Loan Party or any of them or from security upon such part of the Obligations as the Beneficiaries may see fit or change any such application in whole or in part from time to time as the Beneficiaries may see fit; or

(e) otherwise deal with the Loan Parties and all other persons and security as the Beneficiaries may see fit.

3.2 No Exhaustion of Remedies

The Beneficiaries shall not be bound or obligated to exhaust their recourse against any of the Loan Parties or any other person or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 5) before the Beneficiaries shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

3.3 Evidence of Obligations

Any account settled or stated in writing by or between a Beneficiary or the Beneficiaries, as the case may be, and the Loan Parties shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

3.4 No Set-off

In any claim by the Beneficiaries against the Guarantor hereunder, the Guarantor shall not claim or assert any set-off, counterclaim, claim or other right that the Loan Parties or the Guarantor may have against one or more of the Beneficiaries.

ARTICLE 4
CONTINUING GUARANTEE

4.1 Continuing Guarantee

This Guarantee shall be a continuing guarantee and shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by any Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), all as though such payment had not been made.

4.2 Revival of Indebtedness

If at any time, all or any part of any payment previously received by a Beneficiary and applied to any Obligation must be rescinded or returned by the Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), such Obligation shall, for the purpose of this Guarantee, to the extent that such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Beneficiary, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Beneficiary had not been made.

ARTICLE 5
DEMAND FOR PAYMENT, EXPENSES AND INTEREST

5.1 Demand for Payment

The Beneficiaries shall be entitled to make demand upon the Guarantor at any time during the continuance of an Event of Default and upon any such demand the Beneficiaries may treat all Obligations as due and payable and may forthwith collect from the Guarantor all Obligations. The Guarantor shall make payment to or performance in favour of the Beneficiaries of all Obligations forthwith after demand therefor is made upon the Guarantor by the Beneficiaries as aforesaid.

5.2 Stay of Acceleration

If acceleration of the time for payment of any amount payable by any of the Loan Parties in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of any of the Loan Parties or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiaries.

5.3 Expenses

The Guarantor shall pay to the Beneficiaries all reasonable out of pocket costs and expenses as provided in Section 14.1 of the Credit Agreement.

5.4 Interest

Any payment obligation comprised in the Obligations guaranteed hereunder which is not paid when due hereunder shall bear interest, to the extent not already included in the Obligations, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment at the rate or rates provided in the relevant Document for such Obligations or, in the event no such rate is provided for therein, at a rate per annum that is equal to the Default Rate. Any other amounts payable pursuant hereto, including pursuant to Section 5.3, which are not paid when due hereunder shall bear interest, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment or reimbursement thereof by the Guarantor at a rate per annum that is equal to the Default Rate. All such interest shall accrue daily and shall be payable by the Guarantor on demand by the Beneficiaries.

ARTICLE 6
SUBROGATION

6.1 Subrogation

(a) Until all the Obligations have been irrevocably paid in full in cash, the Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by applicable law, any right to enforce any remedy which the Beneficiaries now have or may hereafter have against the Loan Parties in respect of the Obligations, and until such time the Guarantor waives any

benefit of, and any right to participate in, any security, now or hereafter held by the Beneficiaries for the Obligations.

(b) If (i) the Guarantor performs or makes payment to the Beneficiaries of all amounts owing by the Guarantor under this Guarantee, and (ii) the Obligations are performed and irrevocably paid in full then the Beneficiaries will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of the Beneficiaries' interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; COVENANTS

7.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Beneficiaries and acknowledges and confirms that each of the Beneficiaries is relying upon such representations and warranties:

(a) Status and Authority

It is a corporation existing under the laws of Ontario, is validly existing under those laws and is registered to carry on business in all jurisdictions in which the failure to be so registered would reasonably be expected to have a Material Adverse Effect and has all corporation authority, capacity and powers and all material Governmental Authorizations required to carry on its business as now conducted.

(b) Valid Authorization

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which it is a party (i) is within the Guarantor's corporate authority, capacity and power, (ii) has been duly authorized by all necessary corporate and other action and such authorizations remain in full force and effect, (iii) requires no Governmental Authorization or action by or in respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under its constating documents, any provision of applicable law by which it is bound or to which any of its assets are subject, or cause a limitation on its powers (or, to the extent applicable, the powers of its directors) to be exceeded, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of its Affiliates (other than, in the case of (iii) and (iv) above, pursuant to the Security).

(c) Enforceability of Documents

This Guarantee and each of the other Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor,

enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(d) Eligible Contract Participant

It is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

7.2 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.

7.3 Nature of Representations and Warranties

The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigations or examinations which may be made by the Beneficiaries or Beneficiaries' Counsel. Such representations and warranties shall survive until this Guarantee has been terminated.

7.4 Covenants Contained in the Credit Agreement and Other Documents

The Guarantor hereby covenants and agrees with the Beneficiaries that the Guarantor shall observe, perform and comply with any and all of the covenants of the Borrowers contained in the Credit Agreement or other Documents that the Canadian Borrower agrees that the Guarantor and any of the other Loan Parties shall observe, perform and comply with or that the Canadian Borrower shall cause the Guarantor and such other Loan Parties to observe, perform and comply with.

7.5 Keepwell

To the extent the Guarantor is a Qualified ECP Guarantor, it hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Loan Party (that provides a guarantee to the Beneficiaries) to honour all of its obligations under its Guarantee in respect of Swap Obligations (provided, however, that the Guarantor shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section, or otherwise under this Guarantee, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Guarantor under this Section shall remain in full force and effect until discharged in accordance with the provisions of this Guarantee. The Guarantor intends that this Section constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Loan Party (that provides a guarantee to the Beneficiaries) for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE 8
SUBORDINATION AND POSTPONEMENT

8.1 Postponement

All debts and liabilities, present and future, of the Loan Parties to the Guarantor are hereby assigned to the Agent and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Agent and, upon the occurrence and during the continuance of an Event of Default, forthwith upon receipt will be paid over to the Beneficiaries, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

ARTICLE 9
GENERAL

9.1 Waiver of Notices

The Guarantor hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to this Guarantee and the obligations guaranteed hereunder, except for the demand pursuant to Section 5.1.

9.2 Benefit of the Guarantee

This Guarantee shall enure to the benefit of the respective successors and permitted assigns of the Beneficiaries and be binding upon the successors of the Guarantor.

9.3 Foreign Currency Obligations

The Guarantor shall make payment relative to each Obligation in the currency (the "**original currency**") in which the Loan Parties are required to pay such Obligation. If the Guarantor makes payment relative to any Obligation to the Beneficiaries in a currency (the "**other currency**") other than the original currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the original currency which the Beneficiaries are able to purchase with the amount of other currency they receive on the date of receipt in accordance with normal practice. If the amount of the original currency which the Beneficiaries are able to purchase is less than the amount of such currency originally due in respect of the relevant Obligation, the Guarantor shall indemnify and save the Beneficiaries harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Guarantee, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Beneficiaries and shall continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or

order. A certificate of a Beneficiary as to any such loss or damage shall constitute *prima facie* evidence thereof, in the absence of manifest error.

9.4 Taxes and Set-off by Guarantor

All payments by the Guarantor under this Guarantee, whether in respect of principal, interest, interest on overdue and unpaid interest, fees or any other Obligations, shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the Guarantor is prohibited by applicable laws from doing so, in which event the Guarantor shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) forthwith pay to the Beneficiaries such additional amount so that the net amount received by the Beneficiaries will equal the full amount which would have been received by it had no such deduction or withholding been made;

(c) pay to the relevant taxation or other authorities, within the period for payment required by applicable laws, the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to this Section); and

(d) furnish to the Beneficiaries promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid.

9.5 No Waiver; Remedies

No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.7 Amendments and Waivers

Any provision of this Guarantee may be amended, waived or a consent given in respect thereof with the concurrence of the Guarantor and the Agent on behalf of the Beneficiaries. Any waiver and any consent by the Agent on behalf of the Beneficiaries under any provision of this Guarantee must be in writing signed by the Agent and may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.8 Additional Security

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees) now or hereafter held by the Beneficiaries and any other rights or remedies they might have.

9.9 Notices

Any demand, notice or other communication (hereinafter in this Section referred to as a "**Communication**") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery, telecopier or other electronic means or by registered mail addressed to the recipient as follows:

To the Agent on behalf of the Beneficiaries as follows:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

To the Guarantor:

Monette Farms Land II GP Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile: (306) 627-3793

or such other address or telecopy number as may be designated by notice by any party to the other. Any Communication given by personal delivery or telecopier or other electronic means shall be conclusively deemed to have been given on the day of actual delivery or transmittal thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery, telecopier or other electronic means.

9.10 Assignment

The rights of the Beneficiaries under this Guarantee may be assigned by the Beneficiaries in accordance with the provisions of the Credit Agreement and without the consent of the Loan Parties or the Guarantor during the continuance of an Event of Default and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee.

9.11 Time of Essence

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Beneficiaries.

9.12 Financial Condition of the Loan Parties

The Guarantor is fully aware of the financial condition of each of the Loan Parties and acknowledges that it shall receive a benefit from each Loan Party entering into the Documents to which each such Loan Party is a party. The Guarantor assumes all responsibility for being and keeping itself informed of the Loan Parties' financial condition and assets, and of all other circumstances bearing upon the risk of non-payment or non-performance of the Obligations and the nature, scope and extent of the risks which the Guarantor assumes and incurs hereunder, and agrees that the Beneficiaries shall not have a duty to advise the Guarantor of information known to any of them regarding such circumstances or risks.

9.13 Acknowledgement of Documentation

The Guarantor hereby acknowledges receipt of a true and complete copy of the other Documents and all of the terms and conditions thereof.

9.14 Entire Agreement

This Guarantee and the other Documents constitute the entire agreement between the Beneficiaries and the Guarantor with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein or therein.

9.15 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.16 Attornment

The Guarantor and each of the Beneficiaries hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to this Guarantee. For the purpose of all such legal proceedings, the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Guarantee. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of the Guarantor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

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IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first written above.

MONETTE FARMS LAND II GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title

GENERAL SECURITY AGREEMENT
(Monette Farms Land II GP Ltd.)

THIS AGREEMENT made as of June 21, 2024

B E T W E E N :

MONETTE FARMS LAND II GP LTD., a corporation existing under the laws of Ontario (hereinafter referred to as the "**Debtor**")

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, in its capacity as Agent (hereinafter referred to as the "**Secured Party**")

WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of the Obligations (as hereinafter defined), the security interest and assignment, mortgage and charge granted herein;

AND WHEREAS the Lenders, the Bank Product Affiliates and the Hedging Affiliates have appointed and authorized the Secured Party to act as their agent and attorney for the purpose of holding security granted by the Debtor;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, this Section and any schedules or attachments hereto, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "Beneficiary" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Borrowers**" means, collectively, Monette Farms Ltd., Monette Farms USA, Inc. and Darrel Noel Monette and each of their successors and permitted assigns.

"**Charge**" means the security interests, assignments, mortgages and charges created hereunder.

"**Collateral**" has the meaning set out in Section 2.1.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18,

2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between the Borrowers, as borrowers, the Secured Party, as agent, and the Lenders, as lenders, relating to the establishment of certain credit facilities in favour of the Borrowers, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Guarantee**" means the guarantee made as of even date herewith by the Debtor in favour of the Beneficiaries, as the same may be amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Obligations**" means, collectively and at any time and from time to time, all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (b) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (c) all liabilities, obligations and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

1.2 Definitions used in the Credit Agreement

Capitalized terms used herein without express definition shall, unless something in the subject matter or context is inconsistent therewith, have the same meanings as are ascribed to such terms in the Credit Agreement.

1.3 *Personal Property Security Act* (Alberta) Definitions

The terms "accessions", "accounts", "chattel paper", "documents of title", "goods", "instruments", "intangibles", "inventory", "investment property" "money" and "proceeds" whenever used herein shall have the meanings given to those terms in the *Personal Property Security Act* (Alberta) (the "**PPSA**"), as now enacted or as the same may from time to time be amended, re-enacted or replaced.

1.4 Headings and References

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.5 Included Words

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.6 Calculation of Interest

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.7 Schedules

Any schedule to this Agreement is incorporated by reference and shall be deemed to be part of this Agreement.

ARTICLE 2
GRANT OF SECURITY

2.1 Security

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby pledges, hypothecates, assigns, charges, conveys, sets over and transfers unto the Secured Party for the benefit of the Beneficiaries and grants to the Secured Party a security interest in all of the present and future undertaking, assets and property, both real and personal of the Debtor including, without limitation, all present and after-acquired personal property of the Debtor (collectively, the "**Collateral**"), and as further general and continuing security for the payment and performance of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral to the Secured Party (with respect to real property, as and by way of a floating charge). Without limiting the generality of the foregoing, the Collateral shall include all right, title and interest that the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in all property of the following kinds:

(a) Accounts Receivable: all debts, accounts, accounts receivables, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the "**Receivables**");

(b) Inventory: all inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all goods held for sale or lease, or furnished or to be furnished under contracts for service, or that are work in progress, or that are raw materials used or consumed in the business of the Debtor (collectively, the "**Inventory**");

(c) Equipment: all goods, machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not Inventory, including, without limiting the generality of the foregoing, the tangible personal property described in any schedule hereto executed by both the Debtor and the Secured Party;

(d) Chattel Paper: all chattel paper;

(e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(f) Investment Property and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other investment property including, without limitation, securities accounts, financial assets, securities entitlements and all instruments (collectively, the "**Securities**");

(g) Intangibles: all intangibles not described in Section 2.1(a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;

(h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(i) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in Sections 2.1(a) to (h) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;

(j) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in Sections 2.1(a) to (i) inclusive; and

(k) Proceeds: all proceeds of the property described in Sections 2.1(a) to (j) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for the loss of or damage to such property;

provided that the Charge shall not: (i) extend, include or apply to the last day of the term of any lease now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said Charge, the Debtor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said Charge, (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound or (iii) extend to, and the Collateral shall not include any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of, or permit any person to terminate, the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially

reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

2.2 Attachment of Security Interest

The Debtor acknowledges (i) that value has been given, (ii) that the security interest granted hereby shall attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral, (iii) it has not agreed to postpone the time of attachment of the security interest and (iv) it has received a copy of this Agreement.

2.3 Crystallization against Real Property

In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 5.1 and the Secured Party giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

2.4 Evergreen Grant

For the purposes of Section 13(2) of the PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be novated and re-granted each year on the anniversary date of this Agreement, without any further action of the Debtor or the Secured Party. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Agreement is discharged by the Secured Party pursuant to Section 6.8 hereof.

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 Representations and Warranties

The Debtor hereby represents and warrants to the Secured Party and the Beneficiaries that (and acknowledges that the Secured Party and the Beneficiaries are relying on the same):

(a) the address of the Debtor's chief executive office (as such term is utilized in the PPSA) is 222 Bay Street, Suite 3000, Toronto, Ontario M5K 1E7;

(b) the address of the office where the Debtor keeps its records respecting the Receivables is 222 Bay Street, Suite 3000, Toronto, Ontario M5K 1E7;

(c) all of the tangible property and assets of the Debtor, real or personal, are located in the Provinces of Alberta, Saskatchewan, Manitoba and Ontario; and

(d) it has not granted "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

3.2 Survival of Representations and Warranties

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement notwithstanding any investigations or examinations which may be made by any of the Beneficiaries or their legal counsel. Such representations and warranties shall survive until this Agreement has been terminated and discharged in accordance with Section 6.8 hereof.

3.3 Covenants

The Debtor covenants with the Secured Party that the Debtor shall:

(a) not change its name or the jurisdiction of its chief executive office or the location of the office where it keeps its records respecting the Receivables without giving 15 days' prior written notice thereof to the Secured Party;

(b) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement, including, without limitation, to enforce the Charge and remedies provided hereunder, or to better evidence and perfect the Charge, and, upon the occurrence of an Event of Default, the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any receiver or receiver and manager appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;

(c) pay to the Secured Party forthwith upon demand all reasonable costs and expenses as provided in Section 14.1 of the Credit Agreement; and

(d) not grant "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

ARTICLE 4
SECURITIES; ACCOUNT DEBTORS

4.1 Registration of Securities

The Secured Party may require that the Debtor have any Securities registered in the name of the Secured Party or in the name of its nominee and shall be entitled but not bound or required to exercise any of the rights that any holder of such Securities may at any time have, provided that, until an Event of Default has occurred and is continuing, the Debtor shall be entitled to exercise all voting power from time to time exercisable in respect of the Securities and receive Distributions payable with respect to the Securities as provided for and permitted pursuant to the Credit Agreement. The Beneficiaries shall not be responsible for any loss

occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor shall from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

4.2 Notification of Account Debtors

The Secured Party may give notice of this Agreement and the Charge granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, following the occurrence of an Event of Default that is continuing, may give notice to any such account debtors or other person to make all further payments to the Secured Party, and, after the occurrence and during the continuance of an Event of Default, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and forthwith paid over to the Secured Party on request.

4.3 Control of Investment Property

At the request of the Secured Party, the Debtor shall take all steps in order to provide "control" (within the meaning of the PPSA) to the Secured Party of all Investment Property including, without limitation, delivering all share certificates relating to such Investment Property.

ARTICLE 5
REMEDIES

5.1 Remedies

(a) Upon the occurrence and during the continuance of any Event of Default any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable and, in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently, or both, and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

(i) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Collateral (which term when used in this Section 5.1 shall include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 5.1 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral

available to the Secured Party at such place or places as may be specified by the Secured Party;

(iii) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(iv) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;

(v) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;

(vi) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Collateral or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any officer or duly authorized representative of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Collateral by, from, through or under the Debtor;

(vii) the Secured Party may accept the Collateral in satisfaction or partial satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law;

(viii) the Secured Party may borrow money on the security of the Collateral for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Collateral in priority to the Charge;

(ix) the Secured Party may enter upon, occupy and use all or any of the Collateral occupied by the Debtor and use all or any of the Collateral for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party and the Beneficiaries will not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges, depreciation or damages in connection with such actions;

(x) the Secured Party may charge on its own behalf and pay to others all amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at a

rate per annum equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum and (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum, shall be added to and form part of the Obligations hereby secured; and

(xi) the Secured Party may discharge any claim, Security Interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with all reasonable costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured.

(b) The Secured Party and the Beneficiaries may:

(i) grant extensions of time;

(ii) take and perfect or abstain from taking and perfecting security;

(iii) give up securities;

(iv) accept compositions or compromises;

(v) grant releases and discharges; and

(vi) release any part of the Collateral or otherwise deal with the Debtor, debtors and creditors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit,

without prejudice to the liability of the Debtor to the Secured Party and the Beneficiaries or the Beneficiaries' rights hereunder.

(c) The Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral.

(d) The Secured Party shall apply any proceeds of realization of the Collateral to payment of reasonable expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party shall apply any balance of such proceeds to payment of the Obligations in accordance with the Credit Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party and the Beneficiaries forthwith on demand. Subject to the requirements of applicable law, any surplus realized in excess of the Obligations shall be paid over to the Debtor.

(e) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

ARTICLE 6
GENERAL

6.1 Benefit of the Agreement

This Agreement shall be binding upon the successors and permitted assigns of the Debtor and shall benefit the successors and permitted assigns of the Secured Party and other Beneficiaries.

6.2 Conflict of Terms; Entire Agreement

This Agreement has been entered into as collateral security for the Obligations and is subject to all the terms and conditions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments or the documents in respect of Bank Products, the rights and obligations of the Debtor, Secured Party and Beneficiaries shall be governed by the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products, as applicable. This Agreement together with the Credit Agreement, the Guarantee, the Lender Financial Instruments, the documents in respect of Bank Products and all other Documents constitute the entire agreement between the Debtor and the Secured Party with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

6.3 No Waiver

No delay or failure by the Beneficiaries in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

6.4 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

6.5 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, facsimile or other electronic means, addressed to the recipient as follows:

To the Debtor:

Monette Farms Land II GP Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile No.: (306) 627-3793

To the Secured Party:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

or such other address, electronic communication number, or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication during normal business hours at the place of receipt on a Banking Day shall be conclusively deemed to have been made or given at the time of actual delivery or transmittal, as the case may be, on such Banking Day. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication after normal business hours at the place of receipt or otherwise than on a Banking Day shall be conclusively deemed to have been made or given at 9:00 a.m. (Calgary time) on the first Banking Day following actual delivery or transmittal, as the case may be.

6.6 Modification; Waivers; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by the Debtor and the Secured Party. No waiver of any provision of this Agreement by the Secured Party shall be effective unless the same is in writing and signed by the Secured Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The rights of the Secured Party (including those of any Beneficiary) under this Agreement may only be assigned in accordance with the requirements of the Credit Agreement, the applicable document in respect of Bank Products or applicable Lender Financial Instrument (as the case may be). The Debtor may not assign its obligations under this Agreement. Any assignee of a Beneficiary shall be bound hereby, *mutatis mutandis*.

6.7 Additional Continuing Security

This Agreement and the Charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or the Beneficiaries and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

6.8 Discharge

The Debtor and the Collateral shall not be discharged from the Charge or from this Agreement except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

6.9 No Release

The loss, injury or destruction of the Collateral shall not operate in any manner to release or discharge the Debtor from any of its liabilities to the Beneficiaries.

6.10 No Obligation to Act

Notwithstanding any provision of this Agreement or any other Document or the operation, application or effect hereof, the Secured Party, the other Beneficiaries or any Receiver, or any representative or agent acting for or on behalf of the foregoing, shall not have any obligation whatsoever to exercise or refrain from exercising any right, power, privilege or interest hereunder or to receive or claim any benefit hereunder.

6.11 Admit to Benefit

Subject to Section 6.6, no person other than the Debtor and the Beneficiaries shall have any rights or benefits under this Agreement, nor is it intended that any such person gain any benefit or advantage as a result of this Agreement nor shall this Agreement constitute a subordination of any security in favour of such person.

6.12 Time of the Essence

Time shall be of the essence with regard to this Agreement.

6.13 Waiver of Financing Statement, etc.

The Debtor hereby waives the right to receive from the Secured Party or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Agreement.

6.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

6.15 Saskatchewan Waiver

The Debtor agrees that the *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement or any agreement renewing, extending or collateral to this Agreement.

6.16 Attornment

The Debtor and each of the Beneficiaries each hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action or proceeding arising under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or any Beneficiary to commence any action or proceeding relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action, proceeding or matter relating hereto.

6.17 Executed Copy

The Debtor hereby acknowledges receipt of a fully executed copy of this Agreement.

6.18 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

MONETTE FARMS LAND II GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

THE BANK OF NOVA SCOTIA,
as Agent and Secured Party

Per: _____
Name:
Title:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

MONETTE FARMS LAND II GP LTD.

Per: _____
Name:
Title:

THE BANK OF NOVA SCOTIA,
as Agent and Secured Party

Per: _____
Name: Sarah Scuglia
Title: Director, Global Loan Syndications Canada

FIXED AND FLOATING CHARGE DEMAND DEBENTURE
(Monette Farms Land II GP Ltd.)

Principal Sum: $2,000,000,000 Canadian Dollars
Interest Rate: 21.0% per annum
Date: June 21, 2024

ARTICLE 1 PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the "**Debtor**") hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of The Bank of Nova Scotia in its capacity as agent (in such capacity, the "**Agent**") for and on behalf of (a) The Bank of Nova Scotia and such other financial institutions as are or may become lenders (collectively, the "**Lenders**" and, individually, a "**Lender**") under the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") between Monette Farms Ltd., Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, the Lenders and the Agent, (b) all Hedging Affiliates (as defined in the Credit Agreement) of each Lender and (c) all Bank Product Affiliates (as defined in the Credit Agreement), for the benefit of the Agent, the Lenders, such Hedging Affiliates and Bank Product Affiliates (collectively, the "**Beneficiaries**"), the Principal Sum stipulated above at the Agent's offices at GWO - Loan Operations, 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9 or at such other place as the Agent may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.The Agent, on behalf of the Beneficiaries, is the person entitled to receive the principal of and interest on this debenture (this "**Debenture**") and all other amounts payable hereunder.

ARTICLE 2 CHARGE

Charge

2.1 As security for the due payment of the Principal Sum, interest and all other money payable hereunder and all other obligations hereunder (collectively, the "**Obligations**"), the Debtor hereby:

(a) grants, assigns, mortgages and charges, as and by way of a fixed and specific mortgage, assignment and charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns:

(i) all of the right, title, interest and estate of the Debtor (both present and future) in and to the property and interests (including, without limitation,

leasehold interests) described in Schedule "A" attached hereto (the "**Lands**"); all buildings, erections, structures, improvements, equipment, surface rights and fixtures now or hereafter constructed or placed in, under or upon the Lands (collectively, the "**Facilities**"), including, without limitation, the Facilities described in Schedule "A" attached hereto or otherwise associated with the Lands; all easements, rights-of-way, licences and privileges appurtenant or appertaining to the Lands; and all interests in any of the foregoing and all benefits and rights to be derived by the Debtor in respect thereof; and

(ii) all of the right, title and interest of the Debtor (both present and future) in, to and under the agreements, instruments and other documents described in Schedule "A" attached hereto or otherwise to the extent associated with the Lands, all as the same may be amended, modified, supplemented or restated from time to time; and

(b) charges, as and by way of a first floating charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns, all of the undertaking, property and assets of the Debtor, both present and future, of every nature and kind and wherever situate including, without limitation, all of its present and future personal and real property, goodwill, trade-marks, inventions, processes, patents and patent rights, materials, supplies, inventories, motor vehicles, trucks, trailers, machinery, implements, equipment and apparatus of every kind, furniture, rent, revenues, income, money, rights, powers, privileges, franchises, benefits, amenities, contracts, agreements, leases of real and personal property, licenses, permits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, investment property, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter and any and all proceeds of any of the foregoing, except only such property and assets as are validly and effectively subject to any fixed and specific mortgages and charges created hereunder.

In this Debenture, the mortgages, assignments and charges created and provided for are collectively called the "**Charge**" and the subject matter of the Charge is called the "**Charged Premises**".

Dealings in the Ordinary Course

2.2 Subject to Section 3.1 hereof and the Credit Agreement and until the Charge becomes enforceable pursuant to the terms of the Credit Agreement, the Debtor may dispose of or deal with the Charged Premises subjected to the floating charge and security interest created under Section 2.1 in the ordinary course of business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge.

Last Day

2.3 The Charge shall not extend or apply to the last day of the term of any lease or agreement to lease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day in trust for the Agent to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.4 The Charge does not and shall not extend to, and the Charged Premises shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Agent and shall assign such Contractual Rights to the Agent forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Agent, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

Crystallization Against Real Property

2.5 In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 4.1 and the Agent giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 NEGATIVE PLEDGE

Negative Pledge

3.1 Except as has otherwise been agreed in writing with the Agent and the Lenders or as expressly permitted by the Credit Agreement or any other Document (as defined in the Credit Agreement), the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Agent, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Premises.

ARTICLE 4 DEFAULT AND REMEDIES

Default

4.1 Upon the occurrence and continuance of an Event of Default (as defined in the Credit Agreement), the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Agent may realize upon the Charged Premises and shall have the following rights and remedies, which rights and remedies

may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Beneficiaries may have:

(a) the Agent may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Charged Premises and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Premises or any part thereof; and the term "Agent" when used in this Section 4.2 shall include any Receiver so appointed and the agents, officers and employees of such Receiver;

(b) the Agent may take possession of the Charged Premises and require the Debtor to make the Charged Premises available to the Agent;

(c) the Agent may take such steps as it considers desirable to maintain, preserve or protect the Charged Premises;

(d) the Agent may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Premises;

(e) the Agent may enforce any rights of the Debtor in respect of the Charged Premises by any manner permitted by law;

(f) the Agent may sell, lease or otherwise dispose of the Charged Premises by judicial sale, by foreclosure, at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Agent may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Premises or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any Vice President or Director of the Agent being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Premises by, from, through or under the Debtor;

(g) the Agent may accept the Charged Premises in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;

(h) the Agent may borrow money on the security of the Charged Premises for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Premises in priority to the Charge;

(i) the Agent may perform any obligation, covenant or provision under the Credit Agreement and the entire costs thereof are a charge on the Charged Premises and shall be added to the amounts due hereunder and shall be secured by the Charge; and

(j) the Agent may exercise any other right or remedy permitted by law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta) (the "**AB PPSA**") or any similar personal property legislation of any jurisdiction in which any of the Charged Premises is located or which, by the operation of law, governs or is deemed to govern the Charged Premises.

(2) The Debtor further agrees with the Agent that:

(a) the Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Premises and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Premises or for the purpose of preserving any rights of the Beneficiaries, the Debtor or any other person, firm or corporation in respect of the Charged Premises;

(b) the Agent or the Beneficiaries may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Charged Premises and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Premises and other securities as the Agent may see fit without prejudice to the liability of the Debtor to the Beneficiaries or the Beneficiaries' rights hereunder;

(c) to facilitate the realization of the Charged Premises, the Agent may, subject to applicable law, enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Premises and use all or any of the equipment and other personal property of the Debtor for such time as the Agent requires to facilitate such realization, free of charge (as between the Debtor and the Agent), and the Beneficiaries shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;

(d) the Agent may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;

(e) the Agent may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Premises, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and

(f) any proceeds of realization of the Charged Premises may be applied by the Agent to the payment of expenses in connection with the preservation and realization of the Charged Premises as above described and any balance of such proceeds shall be applied by the Agent to payment of any amount owing by the

Debtor to the Agent in such order as the Agent may see fit; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Agent has knowledge and may be applied or retained as reserves against potential claims that the Agent or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to applicable law) be paid to the Debtor.

(3) Any Receiver shall be entitled to exercise all rights and powers of the Agent hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Agent and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

(4) The Debtor hereby irrevocably appoints the Agent attorney on its behalf to sell or transfer the Charged Premises, to deal with the real property forming part of the Charged Premises and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Premises and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Premises or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5 GENERAL

Expenses

5.1 The Debtor shall pay to the Agent forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees on a solicitor and client basis, incurred by the Agent in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this Debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

5.2 This Debenture may be pledged by the Debtor as security for its indebtedness and liabilities. While this Debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness secured by this Debenture shall reduce the amount owing under this Debenture unless specifically appropriated to and noted on this Debenture by the Agent at the time of payment.

Not Negotiable

5.3 This Debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Agent are no greater than the rights of the Agent, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Agent would have been subject to.

No Waiver, Remedies

5.4 No failure on the part of the Beneficiaries or the Agent on their behalf to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or

partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

5.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given in such manner as is set forth in the Credit Agreement. The address for service for the Agent is 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9, and the address for service for the Debtor is c/o Monette Farms Ltd., P.O. Box 1298, Swift Current, Saskatchewan, S9H 3X4.

Additional Security

5.6 This Debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Beneficiaries.

Headings; References to Debenture

5.7 The division of this Debenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Debenture. The terms "this Debenture", "hereof", "hereunder" and similar expressions refer to this Debenture and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Debenture.

Number; Gender; Persons

5.8 In this Debenture words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Governing Law

5.9 This Debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

5.10 The Debtor hereby attorns and submits to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

5.11 This Debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation resulting from an amalgamation with the Debtor) except that the Debtor may not assign its obligations under this Debenture without the prior written consent of the Agent. This Debenture shall benefit the successors and permitted assigns of the Beneficiaries.

Time of the Essence

5.12 Time shall be of the essence with regard to this Debenture.

Discharge

5.13 The Debtor shall not be discharged from the Charge, this Debenture or any of its obligations hereunder except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

Waiver of Financing Statement, Etc.

5.14 The Debtor hereby waives the right to receive from the Agent or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture.

No Merger

5.15 No item or part of this Debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this Debenture or the Credit Agreement, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Beneficiaries under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Saskatchewan Waiver

5.16 The Debtor agrees that:

(a) *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in that Act, with respect to this Debenture or any agreement renewing, extending or collateral to this Debenture; and

(b) *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:

(i) this Debenture;

(ii) any mortgage, charge or other security for the payment of money made, given or created by this Debenture;

(iii) any agreement or instrument renewing or extending or collateral to this Debenture or renewing or extending or collateral to any mortgage, charge or other security referred to or mentioned in Section 5.16(b)(ii); or

(iv) the rights, powers, remedies of the Agent and of the other Beneficiaries under this Debenture or under any mortgage, charge, other security, agreement or instrument referred to or mentioned in Sections 5.16(b)(ii) or 5.16(b)(iii).

Expropriation

5.17 The Debtor hereby waives the provisions of sections 49 and 52 of the *Expropriation Act* (Alberta) and any legislation enacted in place thereof.

***Insurance Act* Waiver**

5.18 In the event that the Agent elects to apply any proceeds of insurance to the payment of the obligations secured, the Debtor hereby irrevocably waive the rights, benefits and provisions of any and all statutory provisions which may require that proceeds of insurance be used to restore or rebuild the improvements, including, without limitation, the *Fires Prevention (Metropolis) Act, 1774* and the *Insurance Act* (Alberta) and any legislation in substitution therefore.

Alberta Statutory Covenants

5.19 The Debtor hereby covenant and agree that:

(a) it is the registered and beneficial owner of the Charged Premises;

(b) it has the right to mortgage its interest in the Charged Premises;

(c) when the Charge becomes enforceable, the Agent shall have quiet possession of its interest in the Charged Premises, free from all encumbrances except for the Permitted Encumbrances (as defined in the Credit Agreement);

(d) it will execute such further assurances of its interest in the Charged Premises as may be requisite; and

(e) it has done no act to encumber its interest in the Charged Premises except for the Permitted Encumbrances.

Alberta Charge

5.20 For the better securing to the Agent (as mortgagee hereunder) the repayment in the manner aforesaid of the Principal Sum and interest and other obligations secured hereby, the Debtor (as mortgagor hereunder) DOES HEREBY mortgage to the Agent all of its estate and interest in the Charged Premises.

Evergreen Grant

5.21 For the purposes of Section 13(2) of the AB PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be

novated and re-granted each year on the anniversary date of this Debenture, without any further action of the Debtor or the Agent. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Debenture is discharged by the Agent pursuant to Section 5.13 hereof.

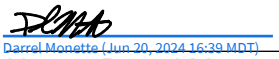
Conflict of Terms; Entire Agreement

5.22 This Debenture has been entered into as collateral security for the Obligations, the Lender Financial Instrument Obligations (as defined in the Credit Agreement) and the Bank Product Obligations (as defined in the Credit Agreement) and is subject to all the terms and conditions of the Credit Agreement, the Bank Products (as defined in the Credit Agreement) and the Lender Financial Instruments (as defined in the Credit Agreement) and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Bank Products or the Lender Financial Instruments, the rights and obligations of the Debtor, the Agent and the Beneficiaries shall be governed by the provisions of the Credit Agreement, the Bank Products and the Lender Financial Instruments (as applicable). This Debenture together with the Credit Agreement, the Lender Financial Instruments, the Bank Product documentation and all other Documents constitute the entire agreement between the Debtor and the Agent with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

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IN WITNESS WHEREOF the Debtor has executed this Debenture as of the date first written above.

MONETTE FARMS LAND II GP LTD.

Per: 
Darrel Monette (Jun 20, 2024 16:39 MDT)

Name: Darrel Monette
Title: President

Schedule "A"

Lands

Nil.

Facilities

Nil.

Agreements and Instruments

Nil.

THIS DEBENTURE PLEDGE AGREEMENT made as of June 21, 2024;
(Monette Farms Land II GP Ltd.)

Description of Fixed and Floating Charge Demand Debenture

Principal Sum: $2,000,000,000 Canadian Dollars

Interest Rate: 21.0% per annum

Date: June 21, 2024

WHEREAS:

A. The Bank of Nova Scotia and certain other lenders (collectively, the "**Lenders**") and The Bank of Nova Scotia in its capacity as agent on behalf of the Lenders (in that capacity, the "**Agent**") have entered into a fifth amended and restated credit agreement with Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farms USA, Inc. and Darrel Noel Monette (collectively, the "**Borrowers**"), as borrowers, originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") pursuant to which the Lenders have agreed to make credit facilities available to the Borrowers;

B. Monette Farms Land II GP Ltd. (the "**Debtor**") is an Affiliate of the Canadian Borrower and has executed and delivered to the Agent and the Lenders a guarantee made as of the date hereof (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Guarantee**") wherein, *inter alia*, the Debtor has guaranteed all present and future Obligations (as defined in the Guarantee);

C. In order to secure the payment and performance of all present and future Obligations (as hereinafter defined) of the Debtor to the Agent, the Lenders, the Bank Product Affiliates and the Hedging Affiliates (collectively, the "**Beneficiaries**"), the Debtor has created and issued to the Agent the debenture described above (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Debenture**");

D. The purpose of this Debenture Pledge Agreement is to set forth the terms and conditions upon which the Debenture is to be held by the Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees and covenants with the Agent as follows:

1. The Debtor hereby grants a security interest in and deposits with and pledges to the Agent the Debenture to be held by the Agent as general and continuing collateral security for the payment and performance of all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (b) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (c) all obligations, liabilities and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and

thereafter increased or entirely extinguished and thereafter incurred again (collectively, the "**Obligations**").

2. The Agent shall neither demand payment pursuant to the Debenture nor enforce the security constituted thereby unless the Agent shall be entitled to do so pursuant to the provisions of the Credit Agreement and the other agreements, instruments or documents establishing, creating or evidencing any Obligations (collectively, the "**Credit Documents**"), but thereafter the Agent may at any time exercise and enforce all of the rights and remedies of a holder of the Debenture as if the Agent was the absolute owner thereof without notice to or control by the Debtor, and any such remedy may be exercised separately or in combination with, and shall be in addition to and not in substitution for, any other right or remedy of the Agent and the Beneficiaries however created, provided that the Agent shall not be bound to exercise any such right or remedy.

3. Subject to the requirements of applicable law, the Agent shall not be bound under any circumstances to realize upon or under the Debenture and shall not be responsible to the Debtor for any loss occasioned by any sale or other dealing with the Debenture or the Charged Premises (as defined in the Debenture) or by the retention of or failure to sell or otherwise deal with the same.

4. The proceeds of or any other amount received pursuant to the Debenture shall be applied by the Agent on account of the Obligations in such order as set out in the Credit Agreement without prejudice to the Agent's or the Beneficiaries' claim upon the Debtor for any deficiency. Subject to the requirements of applicable law, any surplus realized by the Agent in excess of the Obligations shall be paid over to the Debtor.

5. Subject to paragraph 2 hereof, the Agent shall not be obliged to exhaust its recourse against the Debtor, any other person or persons, or any other security it may hold with respect to the Obligations before realizing upon, under, or otherwise dealing with the Debenture in such manner as the Agent sees fit. The Agent and the other Beneficiaries may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with other parties, sureties or securities as they may see fit, without prejudice to the liability of the Debtor or the Agent's or the other Beneficiaries' rights in respect of the Debenture.

6. Notwithstanding the stated interest rate per annum in the Debenture, payment to the Beneficiaries or, in the case of Obligations payable pursuant to the Credit Agreement, the Agent for the account of the Lenders, of the relevant interest, fees and other amounts owing under the Credit Documents for any period in respect of the Obligations at the current rate at which the Obligations bear interest for such period pursuant to the Credit Documents shall be deemed to be payment in satisfaction of the interest payment for the same period under the Debenture.

7. The Debenture shall not operate by way of merger of any of the Obligations and no judgment recovered by the Agent or the other Beneficiaries shall operate by way of merger of or in any way affect the security of the Debenture which is in addition to and not in substitution for any other security now or hereafter held by the Agent or the other Beneficiaries with respect to the Obligations.

8. Notwithstanding the form and terms of the Debenture and the provisions of this Debenture Pledge Agreement, (a) the Agent shall not claim or realize an amount under or in respect of the Debenture in excess of the aggregate Obligations (for certainty, the Obligations being determined (i) without including the stated Principal Sum (as defined in the Debenture) of the Debenture and (ii) subject to paragraph 6 hereof, without reference to the stated interest rate per annum in the Debenture) from time to time, of the Debtor to the Agent and the Beneficiaries and (b) the provisions of this Debenture Pledge Agreement and the Debenture, in particular, but without limitation, Sections 2.2 and 3.1 of the Debenture, are subject

to the provisions of the Guarantee and the Credit Agreement relating to the subject matter thereof. If there are any express conflicts or inconsistencies between the terms of the Guarantee, the Credit Agreement and the Debenture or this Debenture Pledge Agreement, then the terms of the Guarantee and the Credit Agreement, as applicable, shall govern in all respects to the extent necessary to eliminate such express conflicts or inconsistencies.

9. Upon payment and satisfaction in full of the Obligations and cancellation in full of the credit facilities established under the Credit Agreement when none of the Beneficiaries has other credit facilities in favour of or any obligation to provide credit to the Debtor, the Agent shall, at the request of the Debtor, deliver up the Debenture to the Debtor and shall, at the request and expense of the Debtor, execute and deliver to the Debtor releases, discharges and such other instruments as shall be required to effectively discharge the Charge (as defined in the Debenture).

10. Time shall be of the essence with regard to this Debenture Pledge Agreement.

11. Capitalized terms used herein without express definition shall have the same meanings ascribed thereto as are set forth in the Credit Agreement.

12. This Debenture Pledge Agreement shall enure to the benefit of and be binding upon the Debtor, the Agent and the other Beneficiaries and their respective successors and permitted assigns.

13. The parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture Pledge Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture Pledge Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of either party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

14. This Debenture Pledge Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta.

15. The Debtor hereby waives the right to receive from the Agent or the Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture Pledge Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture Pledge Agreement.

16. The Debtor may not assign its obligations under this Debenture Pledge Agreement without the prior written consent of the Agent.

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IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

MONETTE FARMS LAND II GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name:
Title:

Per: _____
Name:
Title:

IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

MONETTE FARMS LAND II GP LTD.

Per: _____
Name:
Title:

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name: Sarah Scuglia
Title: Director, Global Loan Syndications Canada

Per: _____
Name: Venita Ramjattan
Title: Associate, Global Loan Syndications Canada

MONETTE FARMS LAND II LIMITED PARTNERSHIP

GUARANTEE

MADE AS OF JUNE 21, 2024

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MONETTE FARMS LAND II LIMITED PARTNERSHIP

GUARANTEE

THIS GUARANTEE is made as of June 21, 2024

WHEREAS the Guarantor is an Affiliate of the Canadian Borrower;

AND WHEREAS the Guarantor has agreed to provide a guarantee with respect to the Credit Facilities provided by the Lenders pursuant to the Credit Agreement and with respect to the Lender Financial Instrument Obligations and the Bank Product Obligations;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of Cdn. $10.00 now paid by the Beneficiaries to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Guarantor hereby covenants and agrees with the Beneficiaries as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

(a) In this Guarantee and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "**Beneficiary**" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Beneficiaries' Counsel**" means Dentons Canada LLP or such other firm of lawyers as may be selected by the Beneficiaries from time to time.

"Canadian Borrower" means Monette Farms Ltd. and its successors and permitted assigns.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024, between the Canadian Borrower, Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, The Bank of Nova Scotia and such other financial institutions as are or may become parties thereto, as lenders, and The Bank of Nova Scotia as agent of such lenders, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Default Rate**" means a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum.

"**Documents**" means, collectively, the Documents as defined in the Credit Agreement together with any and all Lender Financial Instruments.

"**Excluded Swap Obligations**" means, with respect to the Guarantor, any Swap Obligation if (and only if), and to the extent that, all or a portion of this Guarantee, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Guarantee**" means this guarantee, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Guarantor**" means Monette Farms Land II Limited Partnership and its successors and permitted assigns.

"**Loan Parties**" means, collectively, Darrel Noel Monette, Monette Farm Family Trust and the Loan Parties (as such term is defined in the Credit Agreement), excluding the Guarantor, and "Loan Party" means any one of them.

"**Obligations**" means, collectively and at any time and from time to time, except for Excluded Swap Obligations, all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Loan Parties to any of the Beneficiaries or to all of them including, without limitation, (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and other Documents and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Loan Parties under the Credit Agreement and other Documents, (ii) all Bank Product Obligations of the Loan Parties of or owing by the Loan Parties to any and all Lenders and Bank Product Affiliates and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Loan Parties to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, the Guarantor and each Loan Party (that provides a guarantee to the Beneficiaries) and that has total assets exceeding U.S. $10,000,000 at the time the relevant guarantee or grant of the

relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

(b) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement (except, for certainty, the term "Loan Parties" which shall have the meaning described herein). For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantee. The terms "this Guarantee", "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

1.3 Number; persons; including

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, limited and unlimited liability companies, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 *Interest Act* (Canada)

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.5 Nominal Rates

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Guarantee; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after demand, default and judgment. The rates of interest specified in this Guarantee are intended to be nominal rates and not effective rates and any interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

1.6 References to Guarantor

All references in this Guarantee to representations and warranties by, covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Guarantor" shall, as the context requires, be and shall be construed as being by the general partner of the Guarantor on behalf of and in respect of the Guarantor.

ARTICLE 2
GUARANTEE

2.1 Guarantee of Obligations

The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiaries the payment and performance of all of the Obligations, together with interest thereon as provided in Section 5.4.

2.2 Indemnity

If any or all of the Obligations are not duly paid or performed by the Loan Parties and are not recoverable under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Beneficiaries from and against all losses resulting from the failure of the Loan Parties to pay and perform such Obligations.

2.3 Guarantor as Principal Obligor

If any or all of the Obligations are not duly paid or performed by the Loan Parties after demand therefor and are not recoverable under Section 2.1 or the Beneficiaries are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations shall, as a separate and distinct obligation, be recoverable by the Beneficiaries from the Guarantor as the primary obligor and principal debtor in respect thereof and shall be paid to the Beneficiaries forthwith after demand therefore as provided herein.

2.4 Guarantee Absolute and Unconditional

The liability and obligations of the Guarantor hereunder shall be continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by, and the Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the Obligations, covenants or undertakings of the Loan Parties under the Documents;

(b) any modification or amendment of or supplement to the Obligations;

(c) any loss of or in respect of any security held by the Beneficiaries, whether occasioned by the fault of the Beneficiaries or otherwise, including any release, non-perfection or invalidity of any such security;

(d) any change in the existence, structure, constitution, name, control or ownership of a Loan Party or any other person, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Loan Parties or any other person or their respective assets;

(e) the existence of any set-off, counterclaim, claim or other right which the Guarantor or the Loan Parties may have at any time against the Beneficiaries or any other person, whether in connection with the Credit Agreement, this Guarantee or any unrelated transaction;

(f) any provision of applicable law purporting to prohibit or limit the payment by the Loan Parties of any Obligation, and the foregoing is hereby waived by the Guarantor to the extent permitted under applicable law;

(g) any limitation, postponement, prohibition, subordination or other restriction on the right of a Beneficiary to payment of the Obligations;

(h) any release, substitution or addition of any other guarantor of the Obligations;

(i) any defence arising by reason of any failure of any Beneficiary to make any presentment, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non-payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations;

(j) any defence arising by reason of any failure of a Beneficiary to proceed against any of the Loan Parties or any other person, or to apply or exhaust any security held from any of the Loan Parties or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Beneficiaries;

(k) any defence arising by reason of the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any security or guarantee in support thereof, or by reason of any incapacity, lack of authority, or other defence of any of the Loan Parties or any other person, or by reason of any limitation, postponement or prohibition on a Beneficiary's rights to payment, or the cessation from any cause whatsoever of the liability of any of the Loan Parties or any other person with respect to all or any part of the Obligations (other than

irrevocable payment to the Beneficiaries in full, in cash, of the Obligations), or by reason of any act or omission of the Beneficiaries or others which directly or indirectly results in the discharge or release of any of the Loan Parties or any other person or of all or any part of the Obligations or any security or guarantee therefor, whether by contract, operation of law or otherwise;

(l) any defence arising by reason of the failure by a Beneficiary to obtain, register, perfect or maintain a Security Interest in or upon any property of any of the Loan Parties or any other person, or by reason of any interest of the Beneficiaries in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral;

(m) any defence arising by reason of the failure of the Beneficiaries to marshal assets;

(n) to the extent permitted under applicable law, any defence based upon any failure of the Beneficiaries to give to any of the Loan Parties or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(o) any defence based upon or arising out of any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any of the Loan Parties or any other person, including any discharge or bar against collection of any of the Obligations; or

(p) any other law, event or circumstance or any other act or failure to act or delay of any kind by the Loan Parties, the Beneficiaries or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the Beneficiaries is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Loan Parties for reimbursement, the Guarantor's right to recover contribution from any other guarantor or any other right or remedy of the Guarantor.

ARTICLE 3
DEALINGS WITH THE LOAN PARTIES AND OTHERS

3.1 No Release

The Beneficiaries may, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability and obligations hereunder:

(a) grant time, renewals, extensions, indulgences, releases and discharges to the Loan Parties or any other guarantor or endorser;

(b) take or abstain from taking security or collateral from the Loan Parties or any other guarantor or endorser or from perfecting security or collateral of the Loan Parties or any other guarantor or endorser;

(c) accept compromises from the Loan Parties or any other guarantor or endorser;

(d) subject to the Documents, apply all money at any time received from a Loan Party or any of them or from security upon such part of the Obligations as the Beneficiaries may see fit or change any such application in whole or in part from time to time as the Beneficiaries may see fit; or

(e) otherwise deal with the Loan Parties and all other persons and security as the Beneficiaries may see fit.

3.2 No Exhaustion of Remedies

The Beneficiaries shall not be bound or obligated to exhaust their recourse against any of the Loan Parties or any other person or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 5) before the Beneficiaries shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

3.3 Evidence of Obligations

Any account settled or stated in writing by or between a Beneficiary or the Beneficiaries, as the case may be, and the Loan Parties shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

3.4 No Set-off

In any claim by the Beneficiaries against the Guarantor hereunder, the Guarantor shall not claim or assert any set-off, counterclaim, claim or other right that the Loan Parties or the Guarantor may have against one or more of the Beneficiaries.

ARTICLE 4
CONTINUING GUARANTEE

4.1 Continuing Guarantee

This Guarantee shall be a continuing guarantee and shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by any Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), all as though such payment had not been made.

4.2 Revival of Indebtedness

If at any time, all or any part of any payment previously received by a Beneficiary and applied to any Obligation must be rescinded or returned by the Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Loan Parties), such Obligation shall, for the purpose of this Guarantee, to the extent that such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Beneficiary, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Beneficiary had not been made.

ARTICLE 5
DEMAND FOR PAYMENT, EXPENSES AND INTEREST

5.1 Demand for Payment

The Beneficiaries shall be entitled to make demand upon the Guarantor at any time during the continuance of an Event of Default and upon any such demand the Beneficiaries may treat all Obligations as due and payable and may forthwith collect from the Guarantor all Obligations. The Guarantor shall make payment to or performance in favour of the Beneficiaries of all Obligations forthwith after demand therefor is made upon the Guarantor by the Beneficiaries as aforesaid.

5.2 Stay of Acceleration

If acceleration of the time for payment of any amount payable by any of the Loan Parties in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of any of the Loan Parties or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiaries.

5.3 Expenses

The Guarantor shall pay to the Beneficiaries all reasonable out of pocket costs and expenses as provided in Section 14.1 of the Credit Agreement.

5.4 Interest

Any payment obligation comprised in the Obligations guaranteed hereunder which is not paid when due hereunder shall bear interest, to the extent not already included in the Obligations, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment at the rate or rates provided in the relevant Document for such Obligations or, in the event no such rate is provided for therein, at a rate per annum that is equal to the Default Rate. Any other amounts payable pursuant hereto, including pursuant to Section 5.3, which are not paid when due hereunder shall bear interest, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment or reimbursement thereof by the Guarantor at a rate per annum that is equal to the Default Rate. All such interest shall accrue daily and shall be payable by the Guarantor on demand by the Beneficiaries.

ARTICLE 6
SUBROGATION

6.1 Subrogation

(a) Until all the Obligations have been irrevocably paid in full in cash, the Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by applicable law, any right to enforce any remedy which the Beneficiaries now have or may hereafter have against the Loan Parties in respect of the Obligations, and until such time the Guarantor waives any benefit of, and any right to participate in, any security, now or hereafter held by the Beneficiaries for the Obligations.

(b) If (i) the Guarantor performs or makes payment to the Beneficiaries of all amounts owing by the Guarantor under this Guarantee, and (ii) the Obligations are performed and irrevocably paid in full then the Beneficiaries will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of the Beneficiaries' interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; COVENANTS

7.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Beneficiaries and acknowledges and confirms that each of the Beneficiaries is relying upon such representations and warranties:

(a) Status and Authority

It is a limited partnership existing under the laws of Ontario, is validly existing under those laws and is registered to carry on business in all jurisdictions in which the failure to be so registered would reasonably be expected to have a Material Adverse Effect and has all authority, capacity and powers and all material Governmental Authorizations required to carry on its business as now conducted.

(b) Valid Authorization

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which it is a party (i) is within the Guarantor's authority, capacity and power, (ii) has been duly authorized by all necessary partnership and other action and such authorizations remain in full force and effect, (iii) requires no Governmental Authorization or action by or in respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under its constating or other organizational documents, any provision of applicable law by which it is bound or to which any of its assets are subject, or cause a limitation on its powers (or, to the extent applicable, the

powers of its directors) to be exceeded, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of its Affiliates (other than, in the case of (iii) and (iv) above, pursuant to the Security).

(c) Enforceability of Documents

This Guarantee and each of the other Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(d) Eligible Contract Participant

It is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

7.2 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.

7.3 Nature of Representations and Warranties

The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigations or examinations which may be made by the Beneficiaries or Beneficiaries' Counsel. Such representations and warranties shall survive until this Guarantee has been terminated.

7.4 Covenants Contained in the Credit Agreement and Other Documents

The Guarantor hereby covenants and agrees with the Beneficiaries that the Guarantor shall observe, perform and comply with any and all of the covenants of the Borrowers contained in the Credit Agreement or other Documents that the Canadian Borrower agrees that the Guarantor and any of the other Loan Parties shall observe, perform and comply with or that the Canadian Borrower shall cause the Guarantor and such other Loan Parties to observe, perform and comply with.

7.5 Keepwell

To the extent the Guarantor is a Qualified ECP Guarantor, it hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Loan Party (that provides a guarantee to the Beneficiaries) to honour all of its obligations under its Guarantee in respect of Swap Obligations (provided, however, that the Guarantor shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering

its obligations under this Section, or otherwise under this Guarantee, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Guarantor under this Section shall remain in full force and effect until discharged in accordance with the provisions of this Guarantee. The Guarantor intends that this Section constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Loan Party (that provides a guarantee to the Beneficiaries) for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE 8
SUBORDINATION AND POSTPONEMENT

8.1 Postponement

All debts and liabilities, present and future, of the Loan Parties to the Guarantor are hereby assigned to the Agent and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Agent and, upon the occurrence and during the continuance of an Event of Default, forthwith upon receipt will be paid over to the Beneficiaries, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

ARTICLE 9
GENERAL

9.1 Waiver of Notices

The Guarantor hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to this Guarantee and the obligations guaranteed hereunder, except for the demand pursuant to Section 5.1.

9.2 Benefit of the Guarantee

This Guarantee shall enure to the benefit of the respective successors and permitted assigns of the Beneficiaries and be binding upon the successors of the Guarantor.

9.3 Foreign Currency Obligations

The Guarantor shall make payment relative to each Obligation in the currency (the "**original currency**") in which the Loan Parties are required to pay such Obligation. If the Guarantor makes payment relative to any Obligation to the Beneficiaries in a currency (the "**other currency**") other than the original currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the original currency which the Beneficiaries are able to purchase with the amount of other currency they receive on the date of receipt in accordance with normal practice. If the amount of the original currency

which the Beneficiaries are able to purchase is less than the amount of such currency originally due in respect of the relevant Obligation, the Guarantor shall indemnify and save the Beneficiaries harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Guarantee, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Beneficiaries and shall continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order. A certificate of a Beneficiary as to any such loss or damage shall constitute *prima facie* evidence thereof, in the absence of manifest error.

9.4 Taxes and Set-off by Guarantor

All payments by the Guarantor under this Guarantee, whether in respect of principal, interest, interest on overdue and unpaid interest, fees or any other Obligations, shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the Guarantor is prohibited by applicable laws from doing so, in which event the Guarantor shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) forthwith pay to the Beneficiaries such additional amount so that the net amount received by the Beneficiaries will equal the full amount which would have been received by it had no such deduction or withholding been made;

(c) pay to the relevant taxation or other authorities, within the period for payment required by applicable laws, the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to this Section); and

(d) furnish to the Beneficiaries promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid.

9.5 No Waiver; Remedies

No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.7 Amendments and Waivers

Any provision of this Guarantee may be amended, waived or a consent given in respect thereof with the concurrence of the Guarantor and the Agent on behalf of the Beneficiaries. Any waiver and any consent by the Agent on behalf of the Beneficiaries under any provision of this Guarantee must be in writing signed by the Agent and may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.8 Additional Security

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees) now or hereafter held by the Beneficiaries and any other rights or remedies they might have.

9.9 Notices

Any demand, notice or other communication (hereinafter in this Section referred to as a "**Communication**") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery, telecopier or other electronic means or by registered mail addressed to the recipient as follows:

To the Agent on behalf of the Beneficiaries as follows:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

To the Guarantor:

Monette Farms Land II Limited Partnership
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile: (306) 627-3793

or such other address or telecopy number as may be designated by notice by any party to the other. Any Communication given by personal delivery or telecopier or other electronic means shall be conclusively deemed to have been given on the day of actual delivery or transmittal thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery, telecopier or other electronic means.

9.10 Assignment

The rights of the Beneficiaries under this Guarantee may be assigned by the Beneficiaries in accordance with the provisions of the Credit Agreement and without the consent of the Loan Parties or the Guarantor during the continuance of an Event of Default and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee.

9.11 Time of Essence

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Beneficiaries.

9.12 Financial Condition of the Loan Parties

The Guarantor is fully aware of the financial condition of each of the Loan Parties and acknowledges that it shall receive a benefit from each Loan Party entering into the Documents to which each such Loan Party is a party. The Guarantor assumes all responsibility for being and keeping itself informed of the Loan Parties' financial condition and assets, and of all other circumstances bearing upon the risk of non-payment or non-performance of the Obligations and the nature, scope and extent of the risks which the Guarantor assumes and incurs hereunder, and agrees that the Beneficiaries shall not have a duty to advise the Guarantor of information known to any of them regarding such circumstances or risks.

9.13 Acknowledgement of Documentation

The Guarantor hereby acknowledges receipt of a true and complete copy of the other Documents and all of the terms and conditions thereof.

9.14 Entire Agreement

This Guarantee and the other Documents constitute the entire agreement between the Beneficiaries and the Guarantor with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein or therein.

9.15 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.16 Attornment

The Guarantor and each of the Beneficiaries hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to this Guarantee. For the purpose of all such legal proceedings, the courts of the Province of

Alberta shall have jurisdiction to entertain any action arising under this Guarantee. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of the Guarantor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

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IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first written above.

MONETTE FARMS LAND II LIMITED PARTNERSHIP by its general partner MONETTE FARMS LAND II GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title

GENERAL SECURITY AGREEMENT
(Monette Farms Land II Limited Partnership)

THIS AGREEMENT made as of June 21, 2024

B E T W E E N :

MONETTE FARMS LAND II LIMITED PARTNERSHIP, a limited partnership existing under the laws of Ontario (hereinafter referred to as the "**Debtor**")

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, in its capacity as Agent (hereinafter referred to as the "**Secured Party**")

WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of the Obligations (as hereinafter defined), the security interest and assignment, mortgage and charge granted herein;

AND WHEREAS the Lenders, the Bank Product Affiliates and the Hedging Affiliates have appointed and authorized the Secured Party to act as their agent and attorney for the purpose of holding security granted by the Debtor;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, this Section and any schedules or attachments hereto, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Beneficiaries**" means, collectively, the Lenders, the Bank Product Affiliates, the Hedging Affiliates and the Agent, and "Beneficiary" means any of the Lenders, the Bank Product Affiliates, the Hedging Affiliates or the Agent.

"**Borrowers**" means, collectively, Monette Farms Ltd., Monette Farms USA, Inc. and Darrel Noel Monette and each of their successors and permitted assigns.

"**Charge**" means the security interests, assignments, mortgages and charges created hereunder.

"**Collateral**" has the meaning set out in Section 2.1.

"**Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between the Borrowers, as borrowers, the Secured Party, as agent, and the Lenders, as lenders, relating to the establishment of certain credit facilities in favour of the Borrowers, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Guarantee**" means the guarantee made as of even date herewith by the Debtor in favour of the Beneficiaries, as the same may be amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"**Obligations**" means, collectively and at any time and from time to time, all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (b) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (c) all liabilities, obligations and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

1.2 Definitions used in the Credit Agreement

Capitalized terms used herein without express definition shall, unless something in the subject matter or context is inconsistent therewith, have the same meanings as are ascribed to such terms in the Credit Agreement.

1.3 *Personal Property Security Act* (Alberta) Definitions

The terms "accessions", "accounts", "chattel paper", "documents of title", "goods", "instruments", "intangibles", "inventory", "investment property" "money" and "proceeds" whenever used herein shall have the meanings given to those terms in the *Personal Property Security Act* (Alberta) (the "**PPSA**"), as now enacted or as the same may from time to time be amended, re-enacted or replaced.

1.4 Headings and References

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.5 Included Words

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.6 Calculation of Interest

Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.7 Schedules

Any schedule to this Agreement is incorporated by reference and shall be deemed to be part of this Agreement.

1.8 References to Debtor

All references in this Agreement to representations and warranties by, covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Debtor" shall, as the context requires, be and shall be construed as being by the general partner of the Debtor on behalf of and in respect of the Debtor.

ARTICLE 2
GRANT OF SECURITY

2.1 Security

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby pledges, hypothecates, assigns, charges, conveys, sets over and transfers unto the Secured Party for the benefit of the Beneficiaries and grants to the Secured Party a security interest in all of the present and future undertaking, assets and property, both real and personal of the Debtor including, without limitation, all present and after-acquired personal property of the Debtor (collectively, the "**Collateral**"), and as further general and continuing security for the payment and performance of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral to the Secured Party (with respect to real property, as and by way of a floating charge). Without limiting the generality of the foregoing, the Collateral shall include all right, title and interest that the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in all property of the following kinds:

(a) Accounts Receivable: all debts, accounts, accounts receivables, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the "**Receivables**");

(b) Inventory: all inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all goods held for sale or lease, or furnished or to be furnished under contracts for service, or that are work in progress, or that are raw materials used or consumed in the business of the Debtor (collectively, the "**Inventory**");

(c) Equipment: all goods, machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not Inventory, including, without limiting the generality of the foregoing, the tangible personal property described in any schedule hereto executed by both the Debtor and the Secured Party;

(d) Chattel Paper: all chattel paper;

(e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(f) Investment Property and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other investment property including, without limitation, securities accounts, financial assets, securities entitlements and all instruments (collectively, the "**Securities**");

(g) Intangibles: all intangibles not described in Section 2.1(a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;

(h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(i) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in Sections 2.1(a) to (h) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;

(j) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in Sections 2.1(a) to (i) inclusive; and

(k) Proceeds: all proceeds of the property described in Sections 2.1(a) to (j) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for the loss of or damage to such property;

provided that the Charge shall not: (i) extend, include or apply to the last day of the term of any lease now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said Charge, the Debtor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said Charge, (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound or (iii) extend to, and the Collateral shall not include any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which

the Debtor has benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of, or permit any person to terminate, the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

2.2 Attachment of Security Interest

The Debtor acknowledges (i) that value has been given, (ii) that the security interest granted hereby shall attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral, (iii) it has not agreed to postpone the time of attachment of the security interest and (iv) it has received a copy of this Agreement.

2.3 Crystallization against Real Property

In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 5.1 and the Secured Party giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

2.4 Evergreen Grant

For the purposes of Section 13(2) of the PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be novated and re-granted each year on the anniversary date of this Agreement, without any further action of the Debtor or the Secured Party. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Agreement is discharged by the Secured Party pursuant to Section 6.8 hereof.

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 Representations and Warranties

The Debtor hereby represents and warrants to the Secured Party and the Beneficiaries that (and acknowledges that the Secured Party and the Beneficiaries are relying on the same):

(a) the address of the Debtor's chief executive office (as such term is utilized in the PPSA) is 222 Bay Street, Suite 3000, Toronto, Ontario M5K 1E7;

(b) the address of the office where the Debtor keeps its records respecting the Receivables is 222 Bay Street, Suite 3000, Toronto, Ontario M5K 1E7;

(c) all of the tangible property and assets of the Debtor, real or personal, are located in the Provinces of Alberta, Saskatchewan, Manitoba and Ontario; and

(d) it has not granted "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

3.2 Survival of Representations and Warranties

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement notwithstanding any investigations or examinations which may be made by any of the Beneficiaries or their legal counsel. Such representations and warranties shall survive until this Agreement has been terminated and discharged in accordance with Section 6.8 hereof.

3.3 Covenants

The Debtor covenants with the Secured Party that the Debtor shall:

(a) not change its name or the jurisdiction of its chief executive office or the location of the office where it keeps its records respecting the Receivables without giving 15 days' prior written notice thereof to the Secured Party;

(b) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement, including, without limitation, to enforce the Charge and remedies provided hereunder, or to better evidence and perfect the Charge, and, upon the occurrence of an Event of Default, the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any receiver or receiver and manager appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;

(c) pay to the Secured Party forthwith upon demand all reasonable costs and expenses as provided in Section 14.1 of the Credit Agreement; and

(d) not grant "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

ARTICLE 4
SECURITIES; ACCOUNT DEBTORS

4.1 Registration of Securities

The Secured Party may require that the Debtor have any Securities registered in the name of the Secured Party or in the name of its nominee and shall be entitled but not bound or required to exercise any of the rights that any holder of such Securities may at any time have, provided that, until an Event of Default has occurred and is continuing, the Debtor shall be

entitled to exercise all voting power from time to time exercisable in respect of the Securities and receive Distributions payable with respect to the Securities as provided for and permitted pursuant to the Credit Agreement. The Beneficiaries shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor shall from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

4.2 Notification of Account Debtors

The Secured Party may give notice of this Agreement and the Charge granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, following the occurrence of an Event of Default that is continuing, may give notice to any such account debtors or other person to make all further payments to the Secured Party, and, after the occurrence and during the continuance of an Event of Default, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and forthwith paid over to the Secured Party on request.

4.3 Control of Investment Property

At the request of the Secured Party, the Debtor shall take all steps in order to provide "control" (within the meaning of the PPSA) to the Secured Party of all Investment Property including, without limitation, delivering all share certificates relating to such Investment Property.

ARTICLE 5
REMEDIES

5.1 Remedies

(a) Upon the occurrence and during the continuance of any Event of Default any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable and, in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently, or both, and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

(i) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Collateral (which term when used in this Section 5.1 shall include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 5.1 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;

(iii) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(iv) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;

(v) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;

(vi) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Collateral or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any officer or duly authorized representative of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Collateral by, from, through or under the Debtor;

(vii) the Secured Party may accept the Collateral in satisfaction or partial satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law;

(viii) the Secured Party may borrow money on the security of the Collateral for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Collateral in priority to the Charge;

(ix) the Secured Party may enter upon, occupy and use all or any of the Collateral occupied by the Debtor and use all or any of the Collateral for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party and the Beneficiaries will not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges, depreciation or damages in connection with such actions;

(x) the Secured Party may charge on its own behalf and pay to others all amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in

every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at a rate per annum equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans under the Operating Facility plus 2.0% per annum and (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans under the Operating Facility plus 2.0% per annum, shall be added to and form part of the Obligations hereby secured; and

(xi) the Secured Party may discharge any claim, Security Interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with all reasonable costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured.

(b) The Secured Party and the Beneficiaries may:

(i) grant extensions of time;

(ii) take and perfect or abstain from taking and perfecting security;

(iii) give up securities;

(iv) accept compositions or compromises;

(v) grant releases and discharges; and

(vi) release any part of the Collateral or otherwise deal with the Debtor, debtors and creditors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit,

without prejudice to the liability of the Debtor to the Secured Party and the Beneficiaries or the Beneficiaries' rights hereunder.

(c) The Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral.

(d) The Secured Party shall apply any proceeds of realization of the Collateral to payment of reasonable expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party shall apply any balance of such proceeds to payment of the Obligations in accordance with the Credit Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party and the Beneficiaries forthwith on demand. Subject to the requirements of applicable law, any surplus realized in excess of the Obligations shall be paid over to the Debtor.

(e) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

ARTICLE 6
GENERAL

6.1 Benefit of the Agreement

This Agreement shall be binding upon the successors and permitted assigns of the Debtor and shall benefit the successors and permitted assigns of the Secured Party and other Beneficiaries.

6.2 Conflict of Terms; Entire Agreement

This Agreement has been entered into as collateral security for the Obligations and is subject to all the terms and conditions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments or the documents in respect of Bank Products, the rights and obligations of the Debtor, Secured Party and Beneficiaries shall be governed by the provisions of the Credit Agreement, the Guarantee, the Lender Financial Instruments and the documents in respect of Bank Products, as applicable. This Agreement together with the Credit Agreement, the Guarantee, the Lender Financial Instruments, the documents in respect of Bank Products and all other Documents constitute the entire agreement between the Debtor and the Secured Party with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

6.3 No Waiver

No delay or failure by the Beneficiaries in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

6.4 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

6.5 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, facsimile or other electronic means, addressed to the recipient as follows:

To the Debtor:

Monette Farms Land II Limited Partnership
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: President
Facsimile No.: (306) 627-3793

To the Secured Party:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON, M5H 1J9

Attention: Manager
Email: corporatelending.agencyops@scotiabank.com

or such other address, electronic communication number, or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication during normal business hours at the place of receipt on a Banking Day shall be conclusively deemed to have been made or given at the time of actual delivery or transmittal, as the case may be, on such Banking Day. Any demand, notice or communication made or given by personal delivery or by facsimile or other electronic means of communication after normal business hours at the place of receipt or otherwise than on a Banking Day shall be conclusively deemed to have been made or given at 9:00 a.m. (Calgary time) on the first Banking Day following actual delivery or transmittal, as the case may be.

6.6 Modification; Waivers; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by the Debtor and the Secured Party. No waiver of any provision of this Agreement by the Secured Party shall be effective unless the same is in writing and signed by the Secured Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The rights of the Secured Party (including those of any Beneficiary) under this Agreement may only be assigned in accordance with the requirements of the Credit Agreement, the applicable document in respect of Bank Products or applicable Lender Financial Instrument (as the case may be). The Debtor may not assign its obligations under this Agreement. Any assignee of a Beneficiary shall be bound hereby, *mutatis mutandis*.

6.7 Additional Continuing Security

This Agreement and the Charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or the Beneficiaries and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

6.8 Discharge

The Debtor and the Collateral shall not be discharged from the Charge or from this Agreement except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

6.9 No Release

The loss, injury or destruction of the Collateral shall not operate in any manner to release or discharge the Debtor from any of its liabilities to the Beneficiaries.

6.10 No Obligation to Act

Notwithstanding any provision of this Agreement or any other Document or the operation, application or effect hereof, the Secured Party, the other Beneficiaries or any Receiver, or any representative or agent acting for or on behalf of the foregoing, shall not have any obligation whatsoever to exercise or refrain from exercising any right, power, privilege or interest hereunder or to receive or claim any benefit hereunder.

6.11 Admit to Benefit

Subject to Section 6.6, no person other than the Debtor and the Beneficiaries shall have any rights or benefits under this Agreement, nor is it intended that any such person gain any benefit or advantage as a result of this Agreement nor shall this Agreement constitute a subordination of any security in favour of such person.

6.12 Time of the Essence

Time shall be of the essence with regard to this Agreement.

6.13 Waiver of Financing Statement, etc.

The Debtor hereby waives the right to receive from the Secured Party or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Agreement.

6.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

6.15 Saskatchewan Waiver

The Debtor agrees that the *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement or any agreement renewing, extending or collateral to this Agreement.

6.16 Attornment

The Debtor and each of the Beneficiaries each hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action or proceeding arising under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or any Beneficiary to commence any action or proceeding relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action, proceeding or matter relating hereto.

6.17 Executed Copy

The Debtor hereby acknowledges receipt of a fully executed copy of this Agreement.

6.18 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

MONETTE FARMS LAND II LIMITED PARTNERSHIP by its general partner MONETTE FARMS LAND II GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:30 MDT)
Name: Darrel Monette
Title: President

THE BANK OF NOVA SCOTIA,
as Agent and Secured Party

Per: _____
Name:
Title:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

MONETTE FARMS LAND II LIMITED PARTNERSHIP by its general partner MONETTE FARMS LAND II GP LTD.

Per: _____
Name:
Title:

THE BANK OF NOVA SCOTIA,
as Agent and Secured Party

Per: _____
Name: Sarah Scuglia
Title: Director, Global Loan Syndications Canada

FIXED AND FLOATING CHARGE DEMAND DEBENTURE
(Monette Farms Land II Limited Partnership)

Principal Sum: $2,000,000,000 Canadian Dollars
Interest Rate: 21.0% per annum
Date: June 21, 2024

ARTICLE 1 PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the "**Debtor**") hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of The Bank of Nova Scotia in its capacity as agent (in such capacity, the "**Agent**") for and on behalf of (a) The Bank of Nova Scotia and such other financial institutions as are or may become lenders (collectively, the "**Lenders**" and, individually, a "**Lender**") under the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") between Monette Farms Ltd., Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, the Lenders and the Agent, (b) all Hedging Affiliates (as defined in the Credit Agreement) of each Lender and (c) all Bank Product Affiliates (as defined in the Credit Agreement), for the benefit of the Agent, the Lenders, such Hedging Affiliates and Bank Product Affiliates (collectively, the "**Beneficiaries**"), the Principal Sum stipulated above at the Agent's offices at GWO - Loan Operations, 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9 or at such other place as the Agent may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.The Agent, on behalf of the Beneficiaries, is the person entitled to receive the principal of and interest on this debenture (this "**Debenture**") and all other amounts payable hereunder.

ARTICLE 2 CHARGE

Charge

2.1 As security for the due payment of the Principal Sum, interest and all other money payable hereunder and all other obligations hereunder (collectively, the "**Obligations**"), the Debtor hereby:

(a) grants, assigns, mortgages and charges, as and by way of a fixed and specific mortgage, assignment and charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns:

(i) all of the right, title, interest and estate of the Debtor (both present and future) in and to the property and interests (including, without limitation,

leasehold interests) described in Schedule "A" attached hereto (the "**Lands**"); all buildings, erections, structures, improvements, equipment, surface rights and fixtures now or hereafter constructed or placed in, under or upon the Lands (collectively, the "**Facilities**"), including, without limitation, the Facilities described in Schedule "A" attached hereto or otherwise associated with the Lands; all easements, rights-of-way, licences and privileges appurtenant or appertaining to the Lands; and all interests in any of the foregoing and all benefits and rights to be derived by the Debtor in respect thereof; and

(ii) all of the right, title and interest of the Debtor (both present and future) in, to and under the agreements, instruments and other documents described in Schedule "A" attached hereto or otherwise to the extent associated with the Lands, all as the same may be amended, modified, supplemented or restated from time to time; and

(b) charges, as and by way of a first floating charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns, all of the undertaking, property and assets of the Debtor, both present and future, of every nature and kind and wherever situate including, without limitation, all of its present and future personal and real property, goodwill, trade-marks, inventions, processes, patents and patent rights, materials, supplies, inventories, motor vehicles, trucks, trailers, machinery, implements, equipment and apparatus of every kind, furniture, rent, revenues, income, money, rights, powers, privileges, franchises, benefits, amenities, contracts, agreements, leases of real and personal property, licenses, permits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, investment property, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter and any and all proceeds of any of the foregoing, except only such property and assets as are validly and effectively subject to any fixed and specific mortgages and charges created hereunder.

In this Debenture, the mortgages, assignments and charges created and provided for are collectively called the "**Charge**" and the subject matter of the Charge is called the "**Charged Premises**".

Dealings in the Ordinary Course

2.2 Subject to Section 3.1 hereof and the Credit Agreement and until the Charge becomes enforceable pursuant to the terms of the Credit Agreement, the Debtor may dispose of or deal with the Charged Premises subjected to the floating charge and security interest created under Section 2.1 in the ordinary course of business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge.

Last Day

2.3 The Charge shall not extend or apply to the last day of the term of any lease or agreement to lease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day in trust for the Agent to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.4 The Charge does not and shall not extend to, and the Charged Premises shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Agent and shall assign such Contractual Rights to the Agent forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Agent, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

Crystallization Against Real Property

2.5 In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 4.1 and the Agent giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 NEGATIVE PLEDGE

Negative Pledge

3.1 Except as has otherwise been agreed in writing with the Agent and the Lenders or as expressly permitted by the Credit Agreement or any other Document (as defined in the Credit Agreement), the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Agent, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Premises.

ARTICLE 4 DEFAULT AND REMEDIES

Default

4.1 Upon the occurrence and continuance of an Event of Default (as defined in the Credit Agreement), the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Agent may realize upon the Charged Premises and shall have the following rights and remedies, which rights and remedies

may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Beneficiaries may have:

(a) the Agent may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Charged Premises and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Premises or any part thereof; and the term "Agent" when used in this Section 4.2 shall include any Receiver so appointed and the agents, officers and employees of such Receiver;

(b) the Agent may take possession of the Charged Premises and require the Debtor to make the Charged Premises available to the Agent;

(c) the Agent may take such steps as it considers desirable to maintain, preserve or protect the Charged Premises;

(d) the Agent may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Premises;

(e) the Agent may enforce any rights of the Debtor in respect of the Charged Premises by any manner permitted by law;

(f) the Agent may sell, lease or otherwise dispose of the Charged Premises by judicial sale, by foreclosure, at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Agent may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Premises or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any Vice President or Director of the Agent being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Premises by, from, through or under the Debtor;

(g) the Agent may accept the Charged Premises in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;

(h) the Agent may borrow money on the security of the Charged Premises for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Premises in priority to the Charge;

(i) the Agent may perform any obligation, covenant or provision under the Credit Agreement and the entire costs thereof are a charge on the Charged Premises and shall be added to the amounts due hereunder and shall be secured by the Charge; and

(j) the Agent may exercise any other right or remedy permitted by law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta) (the "**AB PPSA**") or any similar personal property legislation of any jurisdiction in which any of the Charged Premises is located or which, by the operation of law, governs or is deemed to govern the Charged Premises.

(2) The Debtor further agrees with the Agent that:

(a) the Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Premises and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Premises or for the purpose of preserving any rights of the Beneficiaries, the Debtor or any other person, firm or corporation in respect of the Charged Premises;

(b) the Agent or the Beneficiaries may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Charged Premises and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Premises and other securities as the Agent may see fit without prejudice to the liability of the Debtor to the Beneficiaries or the Beneficiaries' rights hereunder;

(c) to facilitate the realization of the Charged Premises, the Agent may, subject to applicable law, enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Premises and use all or any of the equipment and other personal property of the Debtor for such time as the Agent requires to facilitate such realization, free of charge (as between the Debtor and the Agent), and the Beneficiaries shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;

(d) the Agent may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;

(e) the Agent may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Premises, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and

(f) any proceeds of realization of the Charged Premises may be applied by the Agent to the payment of expenses in connection with the preservation and realization of the Charged Premises as above described and any balance of such proceeds shall be applied by the Agent to payment of any amount owing by the

Debtor to the Agent in such order as the Agent may see fit; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Agent has knowledge and may be applied or retained as reserves against potential claims that the Agent or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to applicable law) be paid to the Debtor.

(3) Any Receiver shall be entitled to exercise all rights and powers of the Agent hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Agent and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

(4) The Debtor hereby irrevocably appoints the Agent attorney on its behalf to sell or transfer the Charged Premises, to deal with the real property forming part of the Charged Premises and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Premises and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Premises or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5 GENERAL

Expenses

5.1 The Debtor shall pay to the Agent forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees on a solicitor and client basis, incurred by the Agent in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this Debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

5.2 This Debenture may be pledged by the Debtor as security for its indebtedness and liabilities. While this Debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness secured by this Debenture shall reduce the amount owing under this Debenture unless specifically appropriated to and noted on this Debenture by the Agent at the time of payment.

Not Negotiable

5.3 This Debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Agent are no greater than the rights of the Agent, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Agent would have been subject to.

No Waiver, Remedies

5.4 No failure on the part of the Beneficiaries or the Agent on their behalf to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or

partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

5.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given in such manner as is set forth in the Credit Agreement. The address for service for the Agent is 6th Floor, 150 King Street West, Toronto, Ontario, M5H 1J9, and the address for service for the Debtor is c/o Monette Farms Ltd., P.O. Box 1298, Swift Current, Saskatchewan, S9H 3X4.

Additional Security

5.6 This Debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Beneficiaries.

Headings; References to Debenture

5.7 The division of this Debenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Debenture. The terms "this Debenture", "hereof", "hereunder" and similar expressions refer to this Debenture and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Debenture.

Number; Gender; Persons

5.8 In this Debenture words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Governing Law

5.9 This Debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

5.10 The Debtor hereby attorns and submits to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

5.11 This Debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation resulting from an amalgamation with the Debtor) except that the Debtor may not assign its obligations under this Debenture without the prior written consent of the Agent. This Debenture shall benefit the successors and permitted assigns of the Beneficiaries.

Time of the Essence

5.12 Time shall be of the essence with regard to this Debenture.

Discharge

5.13 The Debtor shall not be discharged from the Charge, this Debenture or any of its obligations hereunder except in accordance with Section 11.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

Waiver of Financing Statement, Etc.

5.14 The Debtor hereby waives the right to receive from the Agent or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture.

No Merger

5.15 No item or part of this Debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this Debenture or the Credit Agreement, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Beneficiaries under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Saskatchewan Waiver

5.16 The Debtor agrees that:

(a) *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in that Act, with respect to this Debenture or any agreement renewing, extending or collateral to this Debenture; and

(b) *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:

(i) this Debenture;

(ii) any mortgage, charge or other security for the payment of money made, given or created by this Debenture;

(iii) any agreement or instrument renewing or extending or collateral to this Debenture or renewing or extending or collateral to any mortgage, charge or other security referred to or mentioned in Section 5.16(b)(ii); or

(iv) the rights, powers, remedies of the Agent and of the other Beneficiaries under this Debenture or under any mortgage, charge, other security, agreement or instrument referred to or mentioned in Sections 5.16(b)(ii) or 5.16(b)(iii).

Expropriation

5.17 The Debtor hereby waives the provisions of sections 49 and 52 of the *Expropriation Act* (Alberta) and any legislation enacted in place thereof.

***Insurance Act* Waiver**

5.18 In the event that the Agent elects to apply any proceeds of insurance to the payment of the obligations secured, the Debtor hereby irrevocably waive the rights, benefits and provisions of any and all statutory provisions which may require that proceeds of insurance be used to restore or rebuild the improvements, including, without limitation, the *Fires Prevention (Metropolis) Act, 1774* and the *Insurance Act* (Alberta) and any legislation in substitution therefore.

Alberta Statutory Covenants

5.19 The Debtor hereby covenant and agree that:

(a) it is the registered and beneficial owner of the Charged Premises;

(b) it has the right to mortgage its interest in the Charged Premises;

(c) when the Charge becomes enforceable, the Agent shall have quiet possession of its interest in the Charged Premises, free from all encumbrances except for the Permitted Encumbrances (as defined in the Credit Agreement);

(d) it will execute such further assurances of its interest in the Charged Premises as may be requisite; and

(e) it has done no act to encumber its interest in the Charged Premises except for the Permitted Encumbrances.

Alberta Charge

5.20 For the better securing to the Agent (as mortgagee hereunder) the repayment in the manner aforesaid of the Principal Sum and interest and other obligations secured hereby, the Debtor (as mortgagor hereunder) DOES HEREBY mortgage to the Agent all of its estate and interest in the Charged Premises.

Evergreen Grant

5.21 For the purposes of Section 13(2) of the AB PPSA, the Debtor hereby irrevocably acknowledges, confirms and agrees that the Charge shall be deemed to automatically be

novated and re-granted each year on the anniversary date of this Debenture, without any further action of the Debtor or the Agent. For certainty, the Debtor acknowledges, confirms and agrees that such automatic renewal shall result in the Charge attaching to all future crops and growing crops (as the case may be) of the Debtor until such time as the Obligations have been fully repaid and satisfied and this Debenture is discharged by the Agent pursuant to Section 5.13 hereof.

References to Debtor

5.22 All references in this Debenture to covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Debtor" shall, as the context requires, be and shall be construed as being by the general partner of the Debtor on behalf of and in respect of the Debtor.

Conflict of Terms; Entire Agreement

5.23 This Debenture has been entered into as collateral security for the Obligations, the Lender Financial Instrument Obligations (as defined in the Credit Agreement) and the Bank Product Obligations (as defined in the Credit Agreement) and is subject to all the terms and conditions of the Credit Agreement, the Bank Products (as defined in the Credit Agreement) and the Lender Financial Instruments (as defined in the Credit Agreement) and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Bank Products or the Lender Financial Instruments, the rights and obligations of the Debtor, the Agent and the Beneficiaries shall be governed by the provisions of the Credit Agreement, the Bank Products and the Lender Financial Instruments (as applicable). This Debenture together with the Credit Agreement, the Lender Financial Instruments, the Bank Product documentation and all other Documents constitute the entire agreement between the Debtor and the Agent with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Debtor has executed this Debenture as of the date first written above.

MONETTE FARMS LAND II LIMITED PARTNERSHIP by its general partner MONETTE FARMS LAND II GP LTD.

Per: Darrel Monette (Jun 20, 2024 16:39 MDT)

Name: Darrel Monette
Title: President

Schedule "A"

Lands

Nil.

Facilities

Nil.

Agreements and Instruments

Nil.

THIS DEBENTURE PLEDGE AGREEMENT made as of June 21, 2024;
(Monette Farms Land II Limited Partnership)

Description of Fixed and Floating Charge Demand Debenture

Principal Sum: $2,000,000,000 Canadian Dollars

Interest Rate: 21.0% per annum

Date: June 21, 2024

WHEREAS:

A. The Bank of Nova Scotia and certain other lenders (collectively, the "**Lenders**") and The Bank of Nova Scotia in its capacity as agent on behalf of the Lenders (in that capacity, the "**Agent**") have entered into a fifth amended and restated credit agreement with Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farms USA, Inc. and Darrel Noel Monette (collectively, the "**Borrowers**"), as borrowers, originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 (as the same may be further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**") pursuant to which the Lenders have agreed to make credit facilities available to the Borrowers;

B. Monette Farms Land II Limited Partnership (the "**Debtor**") is an Affiliate of the Canadian Borrower and has executed and delivered to the Agent and the Lenders a guarantee made as of the date hereof (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Guarantee**") wherein, *inter alia*, the Debtor has guaranteed all present and future Obligations (as defined in the Guarantee);

C. In order to secure the payment and performance of all present and future Obligations (as hereinafter defined) of the Debtor to the Agent, the Lenders, the Bank Product Affiliates and the Hedging Affiliates (collectively, the "**Beneficiaries**"), the Debtor has created and issued to the Agent the debenture described above (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Debenture**");

D. The purpose of this Debenture Pledge Agreement is to set forth the terms and conditions upon which the Debenture is to be held by the Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees and covenants with the Agent as follows:

1. The Debtor hereby grants a security interest in and deposits with and pledges to the Agent the Debenture to be held by the Agent as general and continuing collateral security for the payment and performance of all present and future obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries including, without limitation, (a) all Bank Product Obligations of the Debtor owing to any and all Lenders and Bank Product Affiliates, (b) all Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates and (c) all obligations, liabilities and indebtedness of the Debtor under, pursuant or relating to the Guarantee and the other Documents, in each case whether the same are from time to time reduced and

thereafter increased or entirely extinguished and thereafter incurred again (collectively, the "**Obligations**").

2. The Agent shall neither demand payment pursuant to the Debenture nor enforce the security constituted thereby unless the Agent shall be entitled to do so pursuant to the provisions of the Credit Agreement and the other agreements, instruments or documents establishing, creating or evidencing any Obligations (collectively, the "**Credit Documents**"), but thereafter the Agent may at any time exercise and enforce all of the rights and remedies of a holder of the Debenture as if the Agent was the absolute owner thereof without notice to or control by the Debtor, and any such remedy may be exercised separately or in combination with, and shall be in addition to and not in substitution for, any other right or remedy of the Agent and the Beneficiaries however created, provided that the Agent shall not be bound to exercise any such right or remedy.

3. Subject to the requirements of applicable law, the Agent shall not be bound under any circumstances to realize upon or under the Debenture and shall not be responsible to the Debtor for any loss occasioned by any sale or other dealing with the Debenture or the Charged Premises (as defined in the Debenture) or by the retention of or failure to sell or otherwise deal with the same.

4. The proceeds of or any other amount received pursuant to the Debenture shall be applied by the Agent on account of the Obligations in such order as set out in the Credit Agreement without prejudice to the Agent's or the Beneficiaries' claim upon the Debtor for any deficiency. Subject to the requirements of applicable law, any surplus realized by the Agent in excess of the Obligations shall be paid over to the Debtor.

5. Subject to paragraph 2 hereof, the Agent shall not be obliged to exhaust its recourse against the Debtor, any other person or persons, or any other security it may hold with respect to the Obligations before realizing upon, under, or otherwise dealing with the Debenture in such manner as the Agent sees fit. The Agent and the other Beneficiaries may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with other parties, sureties or securities as they may see fit, without prejudice to the liability of the Debtor or the Agent's or the other Beneficiaries' rights in respect of the Debenture.

6. Notwithstanding the stated interest rate per annum in the Debenture, payment to the Beneficiaries or, in the case of Obligations payable pursuant to the Credit Agreement, the Agent for the account of the Lenders, of the relevant interest, fees and other amounts owing under the Credit Documents for any period in respect of the Obligations at the current rate at which the Obligations bear interest for such period pursuant to the Credit Documents shall be deemed to be payment in satisfaction of the interest payment for the same period under the Debenture.

7. The Debenture shall not operate by way of merger of any of the Obligations and no judgment recovered by the Agent or the other Beneficiaries shall operate by way of merger of or in any way affect the security of the Debenture which is in addition to and not in substitution for any other security now or hereafter held by the Agent or the other Beneficiaries with respect to the Obligations.

8. Notwithstanding the form and terms of the Debenture and the provisions of this Debenture Pledge Agreement, (a) the Agent shall not claim or realize an amount under or in respect of the Debenture in excess of the aggregate Obligations (for certainty, the Obligations being determined (i) without including the stated Principal Sum (as defined in the Debenture) of the Debenture and (ii) subject to paragraph 6 hereof, without reference to the stated interest rate per annum in the Debenture) from time to time, of the Debtor to the Agent and the Beneficiaries and (b) the provisions of this Debenture Pledge Agreement and the Debenture, in particular, but without limitation, Sections 2.2 and 3.1 of the Debenture, are subject

to the provisions of the Guarantee and the Credit Agreement relating to the subject matter thereof. If there are any express conflicts or inconsistencies between the terms of the Guarantee, the Credit Agreement and the Debenture or this Debenture Pledge Agreement, then the terms of the Guarantee and the Credit Agreement, as applicable, shall govern in all respects to the extent necessary to eliminate such express conflicts or inconsistencies.

9. Upon payment and satisfaction in full of the Obligations and cancellation in full of the credit facilities established under the Credit Agreement when none of the Beneficiaries has other credit facilities in favour of or any obligation to provide credit to the Debtor, the Agent shall, at the request of the Debtor, deliver up the Debenture to the Debtor and shall, at the request and expense of the Debtor, execute and deliver to the Debtor releases, discharges and such other instruments as shall be required to effectively discharge the Charge (as defined in the Debenture).

10. Time shall be of the essence with regard to this Debenture Pledge Agreement.

11. Capitalized terms used herein without express definition shall have the same meanings ascribed thereto as are set forth in the Credit Agreement.

12. This Debenture Pledge Agreement shall enure to the benefit of and be binding upon the Debtor, the Agent and the other Beneficiaries and their respective successors and permitted assigns.

13. The parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture Pledge Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture Pledge Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of either party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

14. This Debenture Pledge Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta.

15. The Debtor hereby waives the right to receive from the Agent or the Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture Pledge Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture Pledge Agreement.

16. All references in this Debenture Pledge Agreement to covenants of, actions and steps by, or the performance of the terms and conditions hereof by the “Debtor” shall, as the context requires, be and shall be construed as being by the general partner of the Debtor on behalf of and in respect of the Debtor.

17. The Debtor may not assign its obligations under this Debenture Pledge Agreement without the prior written consent of the Agent.

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IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

MONETTE FARMS LAND II LIMITED PARTNERSHIP by its general partner MONETTE FARMS LAND II GP LTD.

Per: _____
Darrel Monette (Jun 20, 2024 16:39 MDT)
Name: Darrel Monette
Title: President

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name:
Title:

Per: _____
Name:
Title:

IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

MONETTE FARMS LAND II LIMITED PARTNERSHIP by its general partner MONETTE FARMS LAND II GP LTD.

Per: _____
Name:
Title:

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name: Sarah Scuglia
Title: Director, Global Loan Syndications Canada

Per: _____
Name: Venita Ramjattan
Title: Associate, Global Loan Syndications Canada

This is **Exhibit "L"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

Kamryn Wiest

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

Ira Cooper
Partner

ira.cooper@dentons.com
D +1 403 268 3076

Dentons Canada LLP
1500, 850 – 2 Street SW
Calgary, AB, Canada
T2P 0R8

dentons.com

December 18, 2025

Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Monette Farm USA, Inc.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Darrel Noel Monette
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

With a copy to each of:

DMO Holdings Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Nexgen Seeds Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms Family Trust
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Goat's Peak Winery Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms Ontario Corp.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Seeds Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298

Puyat Jacinto & Santos ► Link Legal ► Zaanouni Law Firm & Associates ► LuatViet ► For more information on the firms that have come together to form Dentons, go to dentons.com/legacyfirms

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Swift Current, Saskatchewan S9H 3X4

Monette Land Corp.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms BC Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Produce Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms BC Limited Partnership
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms BC GP Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms Land Limited Partnership
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms Land GP Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms Land II Limited Partnership
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms Land II GP Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

1012595 DE Inc.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

DMO Holdings USA, Inc.

Document Name: Notice of Default and Reservation of Rights Letter - BNS re Monette[2].pdf Transaction ID: CBJCHBCAABAARdX9qy3jOEuyYXQtaZ9uf9jBsHoJhDi

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms Arizona, LLC
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Seeds USA, LLC
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Produce, LLC
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: Darrel Noel Monette

Re: Notice of Events of Default and Reservation of Rights from The Bank of Nova Scotia, as Agent (as defined below)

Dear Mr. Monette:

We are counsel to the Agent and Lenders (as defined herein), and refer to the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farm USA, Inc. (the "**U.S. Borrower**") and Darrel Noel Monette (the "**Individual Borrower**" and together with the Canadian Borrower and the U.S. Borrower, collectively, the "**Borrowers**"), as borrowers, The Bank of Nova Scotia and the other persons party thereto from time to time, as lenders (collectively, the "**Lenders**"), and The Bank of Nova Scotia, as agent of the Lenders (the "**Agent**"), as further amended and supplemented to the date hereof including pursuant to the forbearance agreement made as of November 7, 2025 (the "**Forbearance Agreement**") (as so amended and supplemented to the date hereof, the "**Credit Agreement**").

Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement, as applicable.

Pursuant to Section 10.1(y)(ii)(1) of the Credit Agreement (as inserted pursuant to Section 2.25 of the Forbearance Agreement), the Borrowers were required to deliver to the Agent a true and complete copy of a non-binding letter of intent for the sale (or sale and lease-back) of the Disposed Montana Lands on or before November 30, 2025 evidencing a closing date on or before January 15, 2026.

On November 30, 2025, the Borrowers delivered to the Agent that certain farmland purchase term sheet dated November 28, 2025 and executed by the Canadian Borrower, as seller, and Ekagrata Inc., as purchaser ("**Ekagrata**"), which is stated to be a non-binding expression of interest and is the proposed

Document Name: Notice of Default and Reservation of Rights Letter - BNS re Monette[2].pdf Transaction ID: CBJCHBCAABAARdX9qy3jOEuyYXQta29uf9jBsHoJhDi

letter of intent required to be delivered by the Canadian Borrower on or before November 30, 2025 pursuant to Section 10.1(y)(ii)(1) of the Credit Agreement (as inserted pursuant to Section 2.25 of the Forbearance Agreement) (the "**Montana LOI**").

Pursuant to Section 10.1(y) of the Credit Agreement, the Montana LOI must be "to the satisfaction of the Agent, the Majority of the Lenders and the Lenders' Financial Advisor". We are advised that the Agent and Lenders' Financial Advisor have reviewed the Montana LOI and the supplementary information provided by the Canadian Borrower and the Montana LOI has been deemed as not satisfactory due to the supporting diligence provided by the Canadian Borrower to substantiate the financial credibility of Ekagrata being insufficient (the "**Specified Default**").

The Agent and the Lenders are not prepared to waive the Specified Default and reserve all of their rights and remedies resulting therefrom, including the right to demand payment of borrowings outstanding under the Credit Facilities.

During the period commencing on the date of the Specified Default, the Applicable Pricing Rate per annum applicable to all Loans shall hereby be increased by 2.00% per annum from and after December 3, 2025.

In the interim, except as otherwise expressly set out herein, all commitments, provisions and conditions stipulated in the Credit Agreement, including without limitation the Forbearance Agreement, and all security documents and guarantees granted in connection with the Credit Agreement, including without limitation the Forbearance Agreement, will continue to apply.

Nothing contained in this letter or in any ongoing discussions or negotiations between the Agent, on behalf of the Lenders, on the one hand, and the Borrowers, on the other hand, nor any delay on the part of the Agent or the Lenders in exercising any of their respective rights and remedies under the Credit Agreement, including without limitation the Forbearance Agreement, the security documents and guarantees and/or under Applicable Law, shall directly or indirectly: (i) create any obligation to forbear from taking any enforcement action, or to make any further extensions of credit, (ii) constitute a consent to or waiver of any past, present or future default or other violation of any provisions of the Credit Agreement, including without limitation the Forbearance Agreement, or any other security document or guarantee, (iii) amend, modify or operate as a waiver of any provision of the Credit Agreement, including without limitation the Forbearance Agreement, or any other security document or guarantee or any rights, powers, privileges or remedies of the Agent or the Lenders or under Applicable Law or constitute an agreement to forbear or to restructure the Borrowers' or any other Loan Party's indebtedness in any respect, or (iv) constitute a course of dealing or other basis for altering any rights or obligations of the Agent or the Lenders under the Credit Agreement, including without limitation the Forbearance Agreement, or any other security document or guarantees or any obligations of the Borrowers or any other Loan Party under the Credit Agreement, including without limitation the Forbearance Agreement, or any security document or guarantees or any other contract or instrument. Nothing contained in this letter shall confer on the Borrowers or any other Loan Party's or any other person any right to notice or cure periods with respect to any Default, Event of Default, or the Specified Default.

This letter confirms that the Agent and the Lenders have not waived any existing rights, Events of Default, the Specified Default, or any other Defaults and expressly reserve all of their respective rights, powers, privileges and remedies under the Credit Agreement, including without limitation the Forbearance Agreement, all security documents and guarantees granted in connection with the Credit Agreement,

Document Name: Notice of Default and Reservation of Rights Letter - BNS re Monette[2].pdf Transaction ID: CBJCHBCAABAARdX9qy3jOEuyYXQtaZ9uf9jBsHoJhDi

including without limitation the Forbearance Agreement, and/or Applicable Law, including, without limitation, its right, as applicable, (i) to commence any legal or other action to collect any or all of the Borrowers' or other Loan Parties' indebtedness from the applicable Loan Parties and/or any other person liable therefor, (ii) to foreclose or otherwise realize on any or all of the Borrowers' or other Loan Parties' assets, (iii) to take any other enforcement action or otherwise exercise any or all rights and remedies provided for by any or all of the Credit Agreement, including without limitation the Forbearance Agreement, any other security document or guarantee or applicable law, and (iv) to reject any financial restructuring or other proposal made by or on behalf of the Borrowers' or other Loan Parties' or any creditor or equity holder.

The Agent and the Lenders may exercise their respective rights, powers, privileges and remedies, including those set forth in (i) through (iv) above, at any time in the Agent's sole and absolute discretion in accordance with the terms of the Credit Agreement, including without limitation the Forbearance Agreement, No oral representations or course of dealing on the part of the Agent or the Lenders or any of their respective officers, employees or agents, and no failure or delay by the Agent or the Lenders with respect to the exercise of any right, power, privilege or remedy under the Credit Agreement, including without limitation the Forbearance Agreement, and any other security document or guarantee, or Applicable Law shall operate as a waiver thereof, and the single or partial exercise of any such right, power, privilege or remedy shall not preclude any later exercise of any other right, power, privilege or remedy.

Please acknowledge receipt of this letter by executing a copy of the Receipt and Acknowledgement as noted below.

Regards,

Dentons Canada LLP

Ira Cooper
Partner

Document Name: Notice of Default and Reservation of Rights Letter - BNS re Monette[2].pdf Transaction ID: CBJCHBCAABAARdX9qy3jOEuyYXQta29uf9jBsHoJhDi

Receipt and Acknowledgment

On behalf of the Loan Parties, the undersigned hereby accepts receipt and acknowledges the contents of this letter.

Dated this 22nd day of December, 2025.

MONETTE FARMS LTD.

By: _____
Name: Darrel Monette
Title: President

MONETTE FARMS USA, INC.

By: _____
Name: Darrel Monette
Title: President

_____
Witness: Jesse Loyns

By: _____
DARREL NOEL MONETTE

Document Name: Notice of Default and Reservation of Rights Letter - BNS re Monette[2].pdf Transaction ID: CBJCHBCAABAARdX9qy3jOEuyYXQta29uTl9jBsHoJhDi

The Bank of Nova Scotia
Scotiabank North Tower
40 Temperance Street, 6th Floor
Toronto, Ontario
Canada M5H 0B4

GLOBAL BANKING AND MARKETS

Scotiabank

January 6, 2026

Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Monette Farm USA, Inc.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Darrel Noel Monette
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

With a copy to each of:

DMO Holdings Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Nexgen Seeds Ltd.
c/o Monette Farms Ltd.
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1012595 DE Inc.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

DMO Holdings USA, Inc.
c/o Monette Farms Ltd.
P.O. Box 1298
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Monette Farms Arizona, LLC
c/o Monette Farms Ltd.
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Swift Current, Saskatchewan S9H 3X4

Monette Seeds USA, LLC
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Produce, LLC
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: Darrel Noel Monette

Re: Request for extension to Step-Down Date (as defined below), Notice of a Further Specified Default and Reservation of Rights

We refer to:

i. the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farm USA,

Inc. (the "**U.S. Borrower**") and Darrel Noel Monette (the "**Individual Borrower**" and together with the Canadian Borrower and the U.S. Borrower, collectively, the "**Borrowers**"), as borrowers, The Bank of Nova Scotia and the other persons party thereto from time to time, as lenders (collectively, the "**Lenders**"), and The Bank of Nova Scotia, as agent of the Lenders (the "**Agent**"), as further amended and supplemented to the date hereof including pursuant to the forbearance agreement made as of November 7, 2025 (the "**Forbearance Agreement**") (as so amended and supplemented to the date hereof, the "**Credit Agreement**"); and

ii. the correspondence from Dentons Canada LLP, as counsel to the Agent and Lenders, dated December 18, 2025 (the "**Default Notice**"), wherein the Agent and Lenders notified the Borrowers, among other things, of the Specified Default (as defined in the Default Notice);

Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement, as applicable.

Request for extension to Step-Down Date (as defined below)

On December 31, 2025, the Borrowers advised the Agent that they are unable to meet the milestone date for the reduction in the maximum availability under the Operating Facility to Cdn. $165,000,000 by January 6, 2026, pursuant to section 2.15(3)(b) of the Credit Agreement (the "**Step-Down Date**"). The Borrowers have requested that the Agent and Lenders consent to an extension to the Step-Down Date to **January 12, 2026** (the "**Revised Step-Down Date**").

The Agent and the Lenders are willing to accommodate the requested Revised Step-Down Date, subject to the terms and conditions set out in this letter, including, without limitation, the Borrowers acknowledging and agreeing, by executing this letter, that the Specified Events of Default (as defined below) have occurred and are continuing and have not been waived by the Agent or Lenders, and that the Agent and Lenders reserve all of their rights and remedies.

Amendments to Credit Agreement

Subject to the Borrowers satisfying the conditions precedent to effectiveness set out below, the following amendments to the Credit Agreement and the Forbearance Agreement, as applicable shall become effective:

Amendment to Section 2.15(3)(b) of the Credit Agreement. Section 2.15(3)(b) of the Credit Agreement shall be amended by deleting the reference to "January 6, 2026" and replacing it with "January 12, 2026".

The Agent, the Lenders, and the Loan Parties further agree, confirm and acknowledge that Section 2.14 of the Forbearance Agreement is deemed amended to reflect the foregoing.

Further Specified Default

The Borrowers acknowledge receipt of the Default Notice, wherein the Agent and Lenders notified the Borrowers, among other things, of the Specified Default (as defined in the Default Notice).

Pursuant to Section 10.1(y)(iii)(a) of the Credit Agreement, the Borrowers were required to deliver to the Agent a true and complete copy of a binding agreement for sale (or sale and lease-back) of the "Ragland", "Fly Creek Camp 1" and "Camp 4" Montana lands on terms and conditions approved in writing by the Agent, on or before December 18, 2025 (the "**Required Sale Documentation**").

The Agent and Lenders' Financial Advisor have not received the Required Sale Documentation as of the date hereof (the "**Further Specified Default**", and together with the Specified Default (as defined in the Default Notice), the "**Specified Defaults**").

The Agent and the Lenders are not prepared to waive the Specified Defaults or any other defaults or events of default (including the Specified Events of Default as defined in the Forbearance Agreement) and reserve all of their rights and remedies resulting therefrom, including the right to demand payment of borrowings outstanding under the Credit Facilities.

The Applicable Pricing Rate per annum applicable to all Loans remains increased by 2.00% per annum from and after December 3, 2025 as set out in the Default Notice.

In the interim, except as otherwise expressly set out herein, all commitments, provisions and conditions stipulated in the Credit Agreement, including without limitation the Forbearance Agreement, and all security documents and guarantees granted in connection with the Credit Agreement, including without limitation the Forbearance Agreement, will continue to apply.

Notwithstanding the Specified Defaults, and without waiving any rights or remedies available to them under the Credit Agreement or applicable law, the Agent and the Lenders may, in their sole and absolute discretion, permit the Borrowers to make Drawdowns under the Operating Facility, including Swingline Loans, on a day-to-day basis. Any such accommodation shall not constitute a waiver of the Specified Defaults or any other Default or Event of Default, nor shall it create any obligation or expectation that future Drawdowns will be permitted. The Agent, on behalf of the Lenders, may terminate this discretionary accommodation at any time without prior notice.

Reservation of Rights

Nothing contained in this letter or in any ongoing discussions or negotiations between the Agent, on behalf of the Lenders, on the one hand, and the Borrowers, on the other hand, nor any delay on the part of the Agent or the Lenders in exercising any of their respective rights and remedies under the Credit Agreement, including without limitation the Forbearance Agreement, the security documents and guarantees and/or under Applicable Law, shall directly or indirectly: (i) create any obligation to forbear from taking any enforcement action, or to make any further extensions of credit, (ii) constitute a consent to or waiver of any past, present or future default or other violation of any provisions of the Credit Agreement, including without limitation the Forbearance

Agreement, or any other security document or guarantee; for greater certainty, the Borrowers compliance with the Revised Step-Down Date shall not constitute a consent or waiver to the Specified Defaults, or any other Default or Event of Default, (iii) amend, modify or operate as a waiver of any provision of the Credit Agreement, other than those amendments expressly identified herein, including without limitation the Forbearance Agreement, or any other security document or guarantee or any rights, powers, privileges or remedies of the Agent or the Lenders or under Applicable Law or constitute an agreement to forbear or to restructure the Borrowers' or any other Loan Party's indebtedness in any respect, or (iv) constitute a course of dealing or other basis for altering any rights or obligations of the Agent or the Lenders under the Credit Agreement, including without limitation the Forbearance Agreement, or any other security document or guarantees or any obligations of the Borrowers or any other Loan Party under the Credit Agreement, including without limitation the Forbearance Agreement, or any security document or guarantees or any other contract or instrument. Nothing contained in this letter shall confer on the Borrowers or any other Loan Party's or any other person any right to notice or cure periods with respect to any Default, Event of Default, or the Specified Defaults.

This letter confirms that the Agent and the Lenders have not waived any existing rights, Events of Default, the Specified Defaults, or any other Defaults and expressly reserve all of their respective rights, powers, privileges and remedies under the Credit Agreement, including without limitation the Forbearance Agreement, all security documents and guarantees granted in connection with the Credit Agreement, including without limitation the Forbearance Agreement, and/or Applicable Law, including, without limitation, its right, as applicable, (i) to commence any legal or other action to collect any or all of the Borrowers' or other Loan Parties' indebtedness from the applicable Loan Parties and/or any other person liable therefor, (ii) to foreclose or otherwise realize on any or all of the Borrowers' or other Loan Parties' assets, (iii) to take any other enforcement action or otherwise exercise any or all rights and remedies provided for by any or all of the Credit Agreement, including without limitation the Forbearance Agreement, any other security document or guarantee or applicable law, and (iv) to reject any financial restructuring or other proposal made by or on behalf of the Borrowers' or other Loan Parties' or any creditor or equity holder.

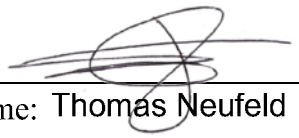
The Agent and the Lenders may exercise their respective rights, powers, privileges and remedies, including those set forth in (i) through (iv) above, at any time in the Agent's sole and absolute discretion in accordance with the terms of the Credit Agreement, including without limitation the Forbearance Agreement, No oral representations or course of dealing on the part of the Agent or the Lenders or any of their respective officers, employees or agents, and no failure or delay by the Agent or the Lenders with respect to the exercise of any right, power, privilege or remedy under the Credit Agreement, including without limitation the Forbearance Agreement, and any other security document or guarantee, or Applicable Law shall operate as a waiver thereof, and the single or partial exercise of any such right, power, privilege or remedy shall not preclude any later exercise of any other right, power, privilege or remedy.

The Agent confirms that the Default Notice remains in full force and effect notwithstanding this letter. This letter is in addition to, and not in substitution of, the terms and provisions, notices and reservations contained in the Default Notice.

The amendments to the Credit Agreement and the Forbearance Agreement set out herein shall only become effective if the Borrowers return a fully and duly executed copy of the Default Notice and this letter to the Agent prior to 5 p.m. (CST) on January 7, 2026.

Please acknowledge agreement to the terms of this letter agreement by executing a copy of the Acknowledgement and Agreement as noted below.

THE BANK OF NOVA SCOTIA, AS AGENT

By: 

Name: Thomas Neufeld

Title: Director

Acknowledgment and Agreement

On behalf of all of the Loan Parties, the undersigned hereby accepts and acknowledges this letter agreement.

Dated this 7 day of January, 2026.

Document Name: Step-Down Date Extension Default Notice.pdf Transaction ID: CBJCHBCAABAAgRLD4pt6scmAAIy7ruyfkrUIZPZ9Taza

MONETTE FARMS LTD.

By: Darrel Monette (Jan 11, 2026 09:20:43 PST)

Name: Darrel Monette
Title: President

MONETTE FARMS USA, INC.

By: Darrel Monette (Jan 11, 2026 09:20:43 PST)

Name: Darrel Monette
Title: President

Witness:

By: Darrel Monette (Jan 11, 2026 09:20:43 PST)

DARREL NOEL MONETTE

Default Notice #2

Final Audit Report 2026-01-11

Created:	2026-01-11
By:	Jesse Loyns (jesse@monettefarms.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgRLD4pt6scmAAIy7ruyfkrUiZPZ9Taza

"Default Notice #2" History

Document created by Jesse Loyns (jesse@monettefarms.ca)
2026-01-11 - 5:18:21 PM GMT

Document emailed to Darrel Monette (darrel@monettefarms.ca) for signature
2026-01-11 - 5:19:04 PM GMT

Email viewed by Darrel Monette (darrel@monettefarms.ca)
2026-01-11 - 5:20:12 PM GMT

Document e-signed by Darrel Monette (darrel@monettefarms.ca)
Signature Date: 2026-01-11 - 5:20:43 PM GMT - Time Source: server

Agreement completed.
2026-01-11 - 5:20:43 PM GMT

The Bank of Nova Scotia
Scotiabank North Tower
40 Temperance Street, 6th Floor
Toronto, Ontario
Canada M5H 0B4

GLOBAL BANKING AND MARKETS

Scotiabank

January 13, 2026

Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Monette Farm USA, Inc.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Darrel Noel Monette
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

With a copy to each of:

DMO Holdings Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Nexgen Seeds Ltd.
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Attention: Darrel Noel Monette

Re: Notice of Events of Default and Reservation of Rights from The Bank of Nova Scotia, as Agent (as defined below)

We refer to:

i. the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farm USA,

Inc. (the "**U.S. Borrower**") and Darrel Noel Monette (the "**Individual Borrower**" and together with the Canadian Borrower and the U.S. Borrower, collectively, the "**Borrowers**"), as borrowers, The Bank of Nova Scotia and the other persons party thereto from time to time, as lenders (collectively, the "**Lenders**"), and The Bank of Nova Scotia, as agent of the Lenders (the "**Agent**"), as further amended and supplemented to the date hereof including pursuant to the forbearance agreement made as of November 7, 2025 (the "**Forbearance Agreement**") (as so amended and supplemented to the date hereof, the "**Credit Agreement**");

ii. the correspondence from Dentons Canada LLP, as counsel to the Agent and Lenders, dated December 18, 2025, as acknowledged by the Borrowers on December 22, 2025 (the "**Default Notice**"), wherein the Agent and Lenders notified the Borrowers, among other things, of the Specified Default (as defined in the Default Notice); and

iii. the correspondence from the Agent dated January 6, 2026 (the "**January 6 Letter**"), wherein the Agent notified the Borrowers of the Further Specified Default (as defined in the January 6 Letter) and, among other things, the Agent and the Lenders offered to accommodate the Borrowers' request to extend the milestone date for the reduction in the maximum availability under the Operating Facility to Cdn. $165,000,000 by January 6, 2026, pursuant to Section 2.15(3)(b) of the Credit Agreement (the "**Step-Down Date**"), to January 12, 2026 (the "**Revised Step-Down Date**"), subject to the terms and conditions set forth in the January 6 Letter.

Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement, as applicable.

The Canadian Borrower and the U.S. Borrower failed to repay to the Agent, on behalf of the Operating Facility Lenders, an amount necessary to reduce the Outstanding Principal under the Operating Facility to Cdn. $165,000,000 on or before the Revised Step-Down Date, which failure is a breach of Section 2.15(3)(b) of the Credit Agreement and constitutes an Event of Default under the Credit Agreement (the "**Step-Down Default**").

Furthermore, the Borrowers have confirmed to and advised the Agent that the Borrowers will fail to repay to the Agent, on behalf of the Capital Facility Lenders, (a) an amount of Outstanding Principal of not less than Cdn. $148,300,000 (or the Equivalent Amount thereof) from the proceeds of the Disposed Montana Lands, and (b) an additional amount of Outstanding Principal of not less than Cdn. $5,800,000 (or the Equivalent Amount thereof), in each case due on or before January 15, 2026, pursuant to Section 2.15(2)(a) and Section 2.15(2)(b) of the Credit Agreement, which failure will constitute breaches of Section 2.15(2)(a) and Section 2.15(2)(b) of the Credit Agreement and an Event of Default under the Credit Agreement (the "**January 15 Mandatory Repayments Default**").

Events of Default

Accordingly, we hereby advise you that the following Defaults and Events of Default have occurred and are continuing (or are anticipated to occur) under the Credit Agreement and have not been remedied or waived as of the date hereof:

(i) the Specified Events of Default (as defined in the Forbearance Agreement);

(ii) the Specified Default (as defined in the Default Notice);

(iii) the Further Specified Default (as defined in the January 6 Letter);

(iv) the Step-Down Default; and

(v) the January 15 Mandatory Repayments Default,

(collectively, the "**Specified Defaults**").

The Agent and the Lenders are not prepared to waive the Specified Defaults or any other defaults or Event of Default and reserve all of their rights and remedies resulting therefrom, including the right to demand payment of borrowings outstanding under the Credit Facilities.

The Applicable Pricing Rate per annum applicable to all Loans remains increased by 2.00% per annum from and after December 3, 2025 as set out in the Default Notice and the January 6 Letter.

Pursuant to Article 3 of the Credit Agreement, Drawdowns require, among other things, that no Default or Event of Default has occurred and is continuing. Further, pursuant to Section 12.5 of the Credit Agreement, the occurrence of a Default or an Event of Default shall relieve the Lenders of all obligations to provide any further Drawdowns, Rollovers or Conversions to the Borrowers. Accordingly, no further Drawdowns, Rollovers or Conversions will be permitted under the Credit Agreement, except for any Conversion or Rollover that the Lenders or the Agent are otherwise entitled to effect or accept in accordance with the Credit Agreement.

For greater certainty, the Agent, on behalf of the Lenders, hereby terminates the discretionary accommodation granted in the January 6 Letter permitting the Borrowers to make Drawdowns under the Operating Facility, including Swingline Loans, on a day-to-day basis notwithstanding the Specified Defaults. Effective immediately, no further Drawdowns, Rollovers or Conversions will be permitted under the Credit Agreement.

The Credit Agreement and all security documents and guarantees granted in connection with the Credit Agreement continue in full force and effect unamended hereby.

Excess Cash

The Borrowers have advised that, for the near term, the Borrowers and the other Loan Parties will generate sufficient cash from operations to continue paying critical ordinary course operating

expenses, including interest and fees under the Credit Agreement. In addition to and without limiting the requirements imposed on the Borrowers to make mandatory repayments and Excess Sweep Payments under the Credit Agreement, all cash and Cash Equivalents of the Borrowers and the other Loan Parties not required to pay critical ordinary course operating expenses and to comply with the terms and conditions of the Credit Agreement shall be paid to the Agent, including the projected payment to the Agent of not less than Cdn. $10,000,000 on or before January 30, 2026, and applied in accordance with the Credit Agreement.

Reservation of Rights

Nothing contained in this letter or in any ongoing discussions or negotiations between the Agent, on behalf of the Lenders, on the one hand, and the Borrowers, on the other hand, nor any delay on the part of the Agent or the Lenders in exercising any of their respective rights and remedies under the Credit Agreement, the security documents and guarantees and/or under Applicable Law, shall directly or indirectly: (i) create any obligation to forbear from taking any enforcement action, or to make any further extensions of credit, (ii) constitute a consent to or waiver of any past, present or future default or other violation of any provisions of the Credit Agreement or any other security document or guarantee; for greater certainty, any payment made by the Borrowers shall not constitute a consent or waiver to the Specified Defaults, or any other Default or Event of Default, (iii) amend, modify or operate as a waiver of any provision of the Credit Agreement or any other security document or guarantee or any rights, powers, privileges or remedies of the Agent or the Lenders or under Applicable Law or constitute an agreement to forbear or to restructure the Borrowers' or any other Loan Party's indebtedness in any respect, or (iv) constitute a course of dealing or other basis for altering any rights or obligations of the Agent or the Lenders under the Credit Agreement or any other security document or guarantees or any obligations of the Borrowers or any other Loan Party under the Credit Agreement or any security document or guarantees or any other contract or instrument. Nothing contained in this letter shall confer on the Borrowers or any other Loan Party or any other person any right to notice or cure periods with respect to any Default, Event of Default, or the Specified Defaults.

This letter confirms that the Agent and the Lenders have not waived any existing rights, Events of Default, the Specified Defaults, or any other Defaults and expressly reserve all of their respective rights, powers, privileges and remedies under the Credit Agreement, all security documents and guarantees granted in connection with the Credit Agreement, and/or Applicable Law, including, without limitation, its right, as applicable, (i) to commence any legal or other action to collect any or all of the Borrowers' or other Loan Parties' indebtedness from the applicable Loan Parties and/or any other person liable therefor, (ii) to foreclose or otherwise realize on any or all of the Borrowers' or other Loan Parties' assets, (iii) to take any other enforcement action or otherwise exercise any or all rights and remedies provided for by any or all of the Credit Agreement, any other security document or guarantee or Applicable Law, and (iv) to reject any financial restructuring or other proposal made by or on behalf of the Borrowers' or other Loan Parties' or any creditor or equity holder.

The Agent and the Lenders may exercise their respective rights, powers, privileges and remedies, including those set forth in (i) through (iv) above, at any time in the Agent's sole and absolute discretion in accordance with the terms of the Credit Agreement. No oral representations or course of dealing on the part of the Agent or the Lenders or any of their respective officers, employees or agents, and no failure or delay by the Agent or the Lenders with respect to the exercise of any right, power, privilege or remedy under the Credit Agreement, and any other security document or guarantee, or Applicable Law, shall operate as a waiver thereof, and the single or partial exercise of any such right, power, privilege or remedy shall not preclude any later exercise of any other right, power, privilege or remedy.

THE BANK OF NOVA SCOTIA, AS AGENT

By: 

Name: Thomas Neufeld

Title: Director

The Bank of Nova Scotia
Scotiabank North Tower
40 Temperance Street, 6th Floor
Toronto, Ontario
Canada M5H 0B4

GLOBAL BANKING AND MARKETS

Scotiabank

March 12, 2026

Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Monette Farm USA, Inc.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Darrel Noel Monette
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

With a copy to each of the other addressees listed on Schedule "A" hereto

Attention: Darrel Noel Monette

Re: Notice of Events of Default and Reservation of Rights from The Bank of Nova Scotia, as Agent (as defined below)

We refer to:

i. the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between Monette Farms Ltd. (the "**Canadian Borrower**"), Monette Farm USA, Inc. (the "**U.S. Borrower**") and Darrel Noel Monette (the "**Individual Borrower**" and together with the Canadian Borrower and the U.S. Borrower, collectively, the "**Borrowers**"), as borrowers, The Bank of Nova Scotia and the other persons party thereto from time to time, as lenders (collectively, the "**Lenders**"), and The Bank of Nova Scotia, as agent of the Lenders (the "**Agent**"), as further amended and supplemented to the date hereof including pursuant to the forbearance agreement made as of November 7, 2025 (the "**Forbearance Agreement**") (as so amended and supplemented to the date hereof, the "**Credit Agreement**");

ii. the correspondence from Dentons Canada LLP, as counsel to the Agent and Lenders, dated December 18, 2025, as acknowledged by the Borrowers on December 22, 2025 (the "**December 18 Default Notice**"), wherein the Agent notified the Borrowers, among other things, of the Specified Default (as defined in the Default Notice);

iii. the correspondence from the Agent dated January 6, 2026 (the "**January 6 Letter**"), wherein the Agent notified the Borrowers, among other things, of the Further Specified Default (as defined in the January 6 Letter);

iv. the correspondence from the Agent dated January 13, 2026 (the "**January 13 Default Notice**") wherein the Agent notified the Borrowers, among other things, of the Step-Down Default and the January 15 Mandatory Repayments Default (as such terms are defined in the January 13 Default Notice); and

v. the correspondence from the Agent dated February 6, 2026 (the "**February 6 Default Notice**") wherein the Agent notified the Borrowers, among other things, (i) of the continuing Specified Events of Default (as defined in the February 6 Default Notice), (ii) no further funding was available as a result of the Specified Events of Default at that time, except that the Agent was seeking consent of the Lenders to reactivate the Swingline on a short-term discretionary basis, (iii) that the Agent's and the Lenders' expectation was that the Borrower would deliver to the Agent an operating plan and model, together with the related cash flow forecast for the remainder of the fiscal year ending October 31, 2026 that must reflect a substantial reduction of working capital requirements for the upcoming growing season, including through the reduction of planted acreage (the "**Evaluation Materials**"), and (iv) the Agent and the Lenders reserve all of their rights and remedies.

Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement, as applicable.

We are writing to you with respect to important business matters that require your immediate attention in light of the Specified Defaults (as defined below) and the impending maturity of the Credit Facilities on April 15, 2026 with no committed financing from the Lenders for the upcoming planting season.

The Canadian Borrower and the U.S. Borrower failed to:

(a) repay to the Agent, on behalf of the Capital Facility Lenders, an additional amount of Outstanding Principal of not less than Cdn.$33,100,000 (or the Equivalent Amount thereof) due on or before February 15, 2026, pursuant to Section 2.15(2)(c) of the Credit Agreement;

(b) repay to the Agent, on behalf of the Capital Facility Lenders, an amount of Outstanding Principal not less than the Excess Amount, due on or before February 28, 2026, pursuant to Section 2.15(3)(d) of the Credit Agreement;

(c) deliver to the Agent and the Lenders' Financial Advisor a true and complete copy of a non-binding letter of intent (or similar type document acceptable to the Agent, in its sole discretion) for the sale (or, if applicable, sale and lease-back) of the "Swift Current" lands evidencing a closing date on or before March 15, 2026, due on or before February 28, 2026, pursuant to Section 10.1(y)(ii) of the Credit Agreement;

(d) deliver to the Agent, with sufficient copies for each of the Lenders, the Financial Plan in form and substance satisfactory to the Agent and the Lenders' Financial Advisor on or before March 1, 2026, pursuant to Section 10.1(e)(xii) of the Credit Agreement; and

(e) repay to the Agent, on behalf of the Operating Facility Lenders, an amount necessary to reduce the Outstanding Principal under the Operating Facility to Cdn.$150,000,000, together with the payment of all accrued and unpaid interest on the amount of such repayment, due on or before March 4, 2026, to the extent the Outstanding Principal under the Operating Facility is greater than Cdn.$150,000,000 on March 1, 2026, pursuant to Section 2.15(3)(c) of the Credit Agreement,

which failures each constitute a breach of the applicable provision of the Credit Agreement and an Event of Default under the Credit Agreement (the failures in (a) through (e) above, collectively, the "**Additional Defaults**").

Furthermore, the "BC Ranches/lands" were not sold on or before February 2, 2026 and the Borrowers have confirmed to and advised the Agent that the Borrowers will not repay to the Agent an additional amount of Outstanding Principal of not less than Cdn.$243,700,000 (or the Equivalent Amount thereof), together with the payment of all accrued and unpaid interest on the amount of such repayment, in each case due on or before March 15, 2026, pursuant to Section 2.15(2)(d) of the Credit Agreement, which failure will constitute a breach of Section 2.15(2)(d) of the Credit Agreement and an Event of Default under the Credit Agreement (the "**Anticipated Default**").

Events of Default

Accordingly, we hereby advise you that the following Defaults and Events of Default have occurred and are continuing (or are anticipated to occur) under the Credit Agreement and have not been remedied or waived as of the date hereof:

(i) the Specified Events of Default (as defined in the Forbearance Agreement);

(ii) the Specified Default (as defined in the December 18 Default Notice);

(iii) the Further Specified Default (as defined in the January 6 Letter);

(iv) the Step-Down Default (as defined in the January 13 Default Notice);

(v) the January 15 Mandatory Repayments Default (as defined in the January 13 Default Notice);

(vi) the Additional Defaults; and

(vii) the Anticipated Default,

(each a "**Specified Default**" and collectively, the "**Specified Defaults**").

The Agent and the Lenders are not prepared to waive the Specified Defaults or any other default or Event of Default and reserve all of their rights and remedies resulting therefrom, including the right to demand payment of borrowings outstanding under the Credit Facilities. The Credit Agreement and all security documents and guarantees granted in connection with the Credit Agreement continue in full force and effect unamended hereby.

The Applicable Pricing Rate per annum applicable to all Loans remains increased by 2.00% per annum from and after December 3, 2025 as set out in the December 18 Default Notice and the January 6 Letter.

Pursuant to Article 3 of the Credit Agreement, Drawdowns require, among other things, that no Default or Event of Default has occurred and is continuing. Further, pursuant to Section 12.5 of the Credit Agreement, the occurrence of a Default or an Event of Default shall relieve the Lenders of all obligations to provide any further Drawdowns, Rollovers or Conversions to the Borrowers. Accordingly, no further Drawdowns, Rollovers or Conversions will be permitted under the Credit Agreement, except for the discretionary Swingline reinstatement described below and any Conversion or Rollover that the Lenders or the Agent are otherwise entitled to effect or accept in accordance with the Credit Agreement.

Reinstatement of Swingline Availability

Pursuant to the February 6 Default Notice, the Agent was in the process of seeking the consent of the required Lenders to reinstate Swingline availability on a short-term discretionary basis, without waiving any Specified Events of Default (as defined in the February 6 Default Notice) or prejudicing the rights and remedies of the Agent and the Lenders.

The Agent hereby confirms that: (a) on or about February 9, 2026 and based on the information available at that time, the required Lenders consented to the reinstatement of Swingline availability, and (b) the Borrower has delivered to the agent (i) a written notice pursuant to Section 2.13 of the Credit Agreement voluntarily reducing the Operating Facility from Cdn.$185,000,000 to Cdn.$175,000,000, and (ii) a Repayment Notice in the amount of Cdn.$10,000,000, with the proceeds used to repay Syndicated Loans under the Operating Facility by way of drawdown of Swingline Loans. Accordingly, Swingline Loans are available to the Borrower on a short-term

discretionary basis in accordance with Section 2.21 of the Credit Agreement and subject to the terms and conditions thereof and the Agent reserves the right to suspend or terminate the availability of the Swingline at any time without notice.

For greater certainty, the reinstatement of Swingline availability: (a) is provided on a short-term, discretionary basis only and does not obligate the Swingline Lender to continue to make Swingline Loans available at any time, and (b) does not constitute a waiver of any Specified Default or any other Default or Event of Default that has occurred or may hereafter occur under the Credit Agreement, including the Anticipated Default, and does not constitute a waiver of any rights or remedies of the Agent or the Lenders.

Evaluation Period and Requested Deliverables

Pursuant to the February 6 Default Notice, the Agent and the Lenders agreed to forbear from exercising remedies with respect to the Specified Events of Default (as defined in the February 6 Default Notice), on a day-to-day discretionary basis, to allow the Borrower to deliver the Evaluation Materials by February 11, 2026. The Borrower failed to deliver the Evaluation Materials by that date and delivered the Evaluation Materials on February 24, 2026.

The Evaluation Materials, as delivered and subsequently revised, reflect ongoing operations for the remainder of the 2026 fiscal year with no meaningful or credible plan to right size the Company's working capital requirements in a manner and on a timeline acceptable to the Lenders. The Evaluation Materials also fail to demonstrate a path toward curing the Specified Defaults or servicing the Credit Facilities in accordance with the existing terms of the Credit Agreement.

In addition, the Company's public land sales program, with respect to which offers were due on or before March 2, 2026, has now concluded. The results of the Company's land sales program were extremely disappointing and fell well short of the Lenders' reasonable expectations in several respects. Importantly, the land sales program did not produce offers in an aggregate amount sufficient to reduce the Company's indebtedness under the Credit Agreement or working capital requirements to the degree expected by the Lenders.

Notwithstanding anything to the contrary in this letter or in any ongoing discussions, negotiations or communications between the Agent or the Lenders and the Borrowers or the other Loan Parties: The Agent and the Lenders are not making any commitment, undertaking, agreement or representation of any kind whatsoever to provide any additional funding to the Borrowers or any other Loan Party, including for the upcoming planting season, under any circumstances whatsoever.

Any discussions regarding the possibility of future funding are purely exploratory in nature and shall not, under any circumstances, be construed as a commitment, agreement, or representation by the Agent or the Lenders to provide any such funding. The Agent and the Lenders expressly

reserve all of their rights and remedies, including the right to refuse to provide any funding at any time, in their sole and unfettered discretion and without notice.

Reservation of Rights

Nothing contained in this letter or in any ongoing discussions or negotiations between the Agent, on behalf of the Lenders, on the one hand, and the Borrowers and other Loan Parties, on the other hand, nor any delay on the part of the Agent or the Lenders in exercising any of their respective rights and remedies under the Credit Agreement, the security documents and guarantees and/or under Applicable Law, shall directly or indirectly: (i) create any obligation to forbear from taking any enforcement action, or to make any further extensions of credit, (ii) constitute a consent to or waiver of any past, present or future default or other violation of any provisions of the Credit Agreement or any other security document or guarantee; for greater certainty, any payment made by the Borrowers shall not constitute a consent or waiver to the Specified Defaults, or any other Default or Event of Default, (iii) amend, modify or operate as a waiver of any provision of the Credit Agreement or any other security document or guarantee or any rights, powers, privileges or remedies of the Agent or the Lenders or under Applicable Law or constitute an agreement to forbear or to restructure the Borrowers' or any other Loan Party's indebtedness in any respect, or (iv) constitute a course of dealing or other basis for altering any rights or obligations of the Agent or the Lenders under the Credit Agreement or any other security document or guarantees or any obligations of the Borrowers or any other Loan Party under the Credit Agreement or any security document or guarantees or any other contract or instrument. Nothing contained in this letter shall confer on the Borrowers or any other Loan Party or any other person any right to notice or cure periods with respect to any Default, Event of Default, or the Specified Defaults.

This letter confirms that the Agent and the Lenders have not waived any existing rights, Events of Default, the Specified Defaults, or any other Defaults and expressly reserve all of their respective rights, powers, privileges and remedies under the Credit Agreement, all security documents and guarantees granted in connection with the Credit Agreement, and/or Applicable Law, including, without limitation, its right, as applicable, (i) to commence any legal or other action to collect any or all of the Borrowers' or other Loan Parties' indebtedness from the applicable Loan Parties and/or any other person liable therefor, (ii) to foreclose or otherwise realize on any or all of the Borrowers' or other Loan Parties' assets, (iii) to take any other enforcement action or otherwise exercise any or all rights and remedies provided for by any or all of the Credit Agreement, any other security document or guarantee or Applicable Law, and (iv) to reject any financial restructuring or other proposal made by or on behalf of the Borrowers' or other Loan Parties' or any creditor or equity holder.

The Agent and the Lenders may exercise their respective rights, powers, privileges and remedies, including those set forth in (i) through (iv) above, at any time in the Agent's sole and absolute discretion in accordance with the terms of the Credit Agreement. No oral representations or course of dealing on the part of the Agent or the Lenders or any of their respective officers, employees or agents, and no failure or delay by the Agent or the Lenders with respect to the exercise of any right, power, privilege or remedy under the Credit Agreement, and any other security document or

guarantee, or Applicable Law, shall operate as a waiver thereof, and the single or partial exercise of any such right, power, privilege or remedy shall not preclude any later exercise of any other right, power, privilege or remedy.

THE BANK OF NOVA SCOTIA, AS AGENT

By: _____

Name: Thomas Neufeld

Title: Director

By: _____

Name: Mike Drapeau

Title: Managing Director

Schedule "A"

DMO Holdings Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Nexgen Seeds Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms Family Trust
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Goat's Peak Winery Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms Ontario Corp.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Seeds Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Land Corp.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms BC Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Produce Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms BC Limited Partnership
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms BC GP Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms Land Limited Partnership
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms Land GP Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms Land II Limited Partnership
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms Land II GP Ltd.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

1012595 DE Inc.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

DMO Holdings USA, Inc.
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Farms Arizona, LLC
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Seeds USA, LLC
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Monette Produce, LLC
c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

This is **Exhibit "M"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

Kamryn Wiest

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

The Bank of Nova Scotia

Trade Services Centre
2nd Floor, 1 St. Clair Avenue East
Toronto, Ontario M4T 1Z3
Tel: 1-888-722-3867
Fax: 416-866-4286
SWIFT: NOSCCATTTPT

Irrevocable
Standby Letter of Credit No.:
OSB82312CGY

Beneficiary:
Canadian Grain Commission
303 Main Street
Winnipeg, Manitoba R3C 3G8, Canada

Applicant:
Monette Farms Ltd.
SE 30-11-13 W3, PO Box 1298
Swift Current, SK S9H 3X4 Canada

Date of Issue:
February 28, 2023

Date and Place of Expiry:
October 31, 2024 at our counter

Amount:
CAD 8,000,000.00 Eight Million Canadian Dollars

ORIGINAL

At the request of and for the account of Monette Farms Ltd., SE 30-11-13 W3, P.O. Box 1298, Swift Current, SK S9H 3X4, Canada, we hereby establish in your favour our Irrevocable Standby Letter of Credit No. OSB82312CGY (the "Credit") for a sum not exceeding in total CAD 8,000,000.00 (Eight Million and 00/100 Canadian Dollars).

This Credit is available by payment, against presentation of a certificate signed by an authorized officer of the Canadian Grain Commission stating that loss or damage has occurred by reason of:

- Monette Seeds Ltd. has defaulted in its obligations pursuant to the Canada Grain Act to eligible holders of cash purchase tickets, elevator receipts and grain receipts, for the payment of money or delivery of grain issued by Monette Seeds Ltd., or

- Monette Seeds Ltd. has failed or refused to comply with the Canada Grain Act or any regulation or order issued pursuant to the Canada Grain Act.

Partial drawings are permitted.

The Bank of Nova Scotia

Drawing hereunder must be presented at The Bank of Nova Scotia, Trade Services Centre, 2nd Floor, 1 St. Clair Avenue East, Toronto, Ontario M4T 1Z3, Canada, on or before the close of our business days on October 31, 2024 at which time the Standby Letter of Credit OSB82312CGY will expire.

We hereby agree with the drawers, endorsers and holders of drafts drawn under this Letter of Credit that such drafts will be duly honoured provided that all the above terms and conditions of the Credit have been complied with and the drafts are drawn and presented no later than the close of business on the Expiry Date.

This Standby Letter of Credit is subject to the rules set out in International Standby Practices (ISP98), International Chamber of Commerce publication No.590 and engages us in accordance with the terms thereof.

Regards,

Authorized Signature(s)

SHAHEED RAZA MIRZA
M0514

Zahra Jazayeri
J0936

ORIGINAL

ORIGIN ID:YFHA (416) 847-6257
SEYE OLOWOYO
THE BANK OF NOVA SCOTIA
1ST SAINT CLAIR AVENUE EAST
2ND FLOOR
TORONTO, ON M4T1Z3
CANADA CA

SHIP DATE: 28FEB23
ACTWGT: 0.50 LB
CAD: 257161086/INET4580

BILL SENDER

TO CANADIAN GRAIN COMMISSION

303 MAIN STREET

WINNIPEG MB R3C3G8 (CA)

(111) 111-1111
INV
PO
REF CS662312CGY
DEPT

581J7/6982/FE2D

J231023011101uv

FedEx Express

WED - 01 MAR A2

PRIORITY OVERNIGHT

TRK# 0451 7714 3471 1203

7B YWGA

R3C 3G8
MB-CA YWG

After printing this label:
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH
1. Fold the printed page along the horizontal line.
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Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

DEFINITIONS. On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Canada Ltd., its principals, subsidiaries, branches and affiliates and their respective employees, agents, and independent contractors. The terms "you" and "your" include the shipper, sender, recipient/consignee, and their respective employees, principals, agents and independent contractors. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. ROAD TRANSPORT NOTICE. Any carriage of your shipment by road may be subject to Federal and Provincial laws, regulations, orders or requirements which may govern and serve to limit our liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment. LIMITATION OF LIABILITY. If not governed by Federal or Provincial laws, regulations, orders, or requirements as described above, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment, even if caused by our negligence or gross negligence, is limited by this Agreement to the amount of actual damages or CDN $100 per shipment, whichever is less, unless you declare in advance a higher value for carriage as described below, and pay any applicable supplementary charge. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional CDN $100 of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. DECLARED VALUE LIMITS. Shipments containing items of extraordinary value are limited to a maximum declared value for carriage of CDN $500. The maximum declared value we allow for carriage per air waybill for each FedEx® Letter or FedEx® Pak is CDN $100. Please check the current Worldwide Service Guide and any applicable tariff for further explanation of the declared value limits. If you send more than one package on this Air Waybill, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment. LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including but not limited to, incorrect declaration of the shipment, improper or insufficient packing, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items. Also, FedEx won't be liable if you or the recipient violate any of the terms of this Agreement. FedEx won't be liable for loss, damage, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment caused by events FedEx cannot control, including but not limited to, acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. You should contact an insurance agent or broker if insurance coverage is desired. We do not provide insurance coverage of any kind. NO WARRANTIES. We make no warranties, express or implied. CLAIM FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR CURRENT WORLDWIDE SERVICE GUIDE AND ANY APPLICABLE TARIFF FOR DETAILS. We must receive your written notice of a claim for damage or delay, including perishable and spoilage damage claims due to late or delayed delivery, within 21 days after we deliver your shipment and in the case of loss, shortage, mis-delivery, nondelivery, misinformation or failure to provide information, within 90 days after we accept the shipment for carriage. The right to claim damages against us shall be extinguished unless an action is brought within two years from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which the carriage stopped. Within 90 days after you have notified us of your claim, it must be documented by sending us all relevant information regarding your claim. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection at the delivery location and you must retain all such items until the claim is concluded. RESPONSIBILITY FOR PAYMENT. Even if you give us different payment instructions, you, the shipper, will always be primarily responsible for all charges, including transportation charges, and all duties, assessments, governmental penalties and fines, taxes, and FedEx's legal fees and costs related to shipments tendered under this Agreement. You also will be responsible for any costs FedEx may incur in returning your shipments to you or warehousing them pending disposition. MANDATORY LAW. Insofar as any provisions contained or referred to in this Agreement may be contrary to any applicable laws, government regulations, orders or requirements, such other provisions shall remain in effect as a part of this Agreement to the extent that they are not overridden. The invalidity or unenforceability of any provisions of this Agreement shall not affect any other part hereof. The parties expressly agree that this Agreement be drawn up in the English language. FEDERAL EXPRESS CANADA LTD., Head Office, 5985 Explorer Drive, Mississauga, ON L4W 5K6.

This is **Exhibit "N"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

Kamryn Wiest

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

PRIORITY AGREEMENT

THIS AGREEMENT dated as of December 4, 2024 is

AMONG:

THE BANK OF NOVA SCOTIA, in its capacity as administrative agent and collateral agent for the Senior Creditors (as hereinafter defined) (in such capacity, hereinafter referred to as the "**Senior Representative**")

- and -

FARM CREDIT CANADA (hereinafter referred to as "**FCC**")

- and -

MONETTE FARMS LTD., a corporation incorporated under the laws of Saskatchewan (hereinafter referred to as the "**Borrower**")

- and -

DARREL NOEL MONETTE, MONETTE FARMS USA, INC., DMO HOLDINGS LTD., GOAT'S PEAK WINERY LTD., MONETTE FARM FAMILY TRUST, NEXGEN SEEDS LTD., MONETTE SEEDS USA, LLC, MONETTE FARMS ARIZONA, LLC, DMO HOLDINGS USA, INC., MONETTE FARMS ONTARIO CORP., MONETTE SEEDS LTD., MONETTE FARMS BC LTD., MONETTE PRODUCE LTD., MONETTE PRODUCE, LLC, MONETTE LAND CORP., MONETTE FARMS LAND GP LTD., MONETTE FARMS LAND LIMITED PARTNERSHIP, MONETTE FARMS LAND II GP LTD., MONETTE FARMS LAND II LIMITED PARTNERSHIP, MONETTE FARMS BC GP LTD. and MONETTE FARMS BC LIMITED PARTNERSHIP (hereinafter, collectively, referred to as the "**Guarantors**")

RECITALS:

A. The Borrower and each other Debtor is or may become indebted to (i) the Senior Representative and the Senior Lenders (or any of them) with respect to that certain fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between the Borrower, Monette Farms USA, Inc. and Darrel Noel Monette, as borrowers, the Senior Lenders, as lenders, and the Senior Representative, as agent for the Senior Lenders (as amended and supplemented by the waiver and covenant agreement dated October 31, 2024 and the first amending agreement made as of November 22, 2024 and as further amended, supplemented, modified or restated from time to time, the "**Senior Credit Agreement**") and (ii) the Swap Lenders and the Cash Managers under the Hedging Agreements and the agreements and instruments evidencing Cash Management Obligations (such terms and each other capitalized term used but not defined in these recitals shall have the meaning given to it in Section 1.1).

B. The Senior Obligations are secured by the Senior Security on the Collateral.

C. The Borrower and each other Debtor is or may become indebted to FCC with respect to that certain loan and security agreement (Livestock) dated as of December 4, 2024 between the Borrower, as borrower, and FCC, as lender (such agreement as amended, supplemented, restated or replaced from time to time as herein permitted shall herein be referred to as the "**FCC Credit Agreement**" and, together with the Senior Credit Agreement, collectively, the "**Credit Agreements**").

D. The FCC Obligations shall be secured by the FCC Security granted by the Borrower on the FCC Collateral.

E. The Credit Agreements require, among other things, that the parties hereto set forth in this Agreement, among other things, their respective rights, obligations, and remedies with respect to the Collateral and the priority of the Senior Security and the FCC Security and to provide for the limited remedies permitted in respect of the FCC Security.

AGREEMENT:

For good and valuable consideration and the covenants and conditions contained herein, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 The following expressions used in this Agreement, including the recitals, mean as follows:

"**Acceleration**" means acceleration of the principal outstanding under the FCC Credit Agreement, including, without limitation, pursuant to a written demand therefor or notification thereof by FCC and "**Accelerate**" shall have a correlative meaning.

"**Agreement**" means this priority agreement, as it may be amended or otherwise modified, supplemented, restated or replaced from time to time.

"**BIA**" means the *Bankruptcy and Insolvency Act* (Canada), as may be amended from time to time.

"**Borrower**" has the meaning ascribed to it in the recitals hereto, and its permitted successors and assigns.

"**Business Day**" means a day on which banks are open for business in Calgary (Alberta) and Toronto (Ontario), but does not, in any event, include a Saturday or a Sunday.

"**Cash Management Arrangements**" means any arrangement entered into or to be entered into by the Borrower or any of the Guarantors in the ordinary course of business with a Cash Manager for, or in respect of, cash management services for the Borrower and the Guarantors, including centralized operating accounts, automated clearing house transactions, controlled disbursement services, treasury, depository, overdraft and electronic funds transfer services, foreign exchange facilities, currency exchange transactions, credit card processing services, credit or debit cards, purchase cards and any indemnity given in connection with any of the foregoing. For the avoidance of doubt, cash management arrangements (including the products, services and arrangements listed in this definition) that are entered into by the Borrower or a Guarantor shall not be considered to be entered into not in the ordinary course of business (a) solely due to the monetary amount of any obligations, liabilities or indebtedness owing at any time in connection therewith or (b) by reason that the Borrower or a Guarantor has not entered into or is not otherwise engaged in such services prior to or as of the date hereof.

"**Cash Management Documents**" means, collectively, all agreements, instruments and other documents which evidence, establish, govern or relate to any or all of the Cash Management Arrangements.

"**Cash Management Obligations**" means, at any time and from time to time, all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Borrower and the Guarantors to the Cash Managers under, pursuant or relating to the Cash Management Arrangements and the Cash Management Documents and whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and including all principal, interest, fees, reasonable legal fees and other costs, charges and

expenses and other amounts payable by the Borrower and the Guarantors under the Cash Management Arrangements and the Cash Management Documents.

"**Cash Managers**" means each Senior Lender and the affiliates of each Senior Lender which, from time to time, is a provider of Cash Management Arrangements to the Borrower and the Guarantors.

"**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada), as may be amended from time to time.

"**Cdn.$**" means lawful money of Canada for the payment of public and private debts.

"**Credit Agreements**" has the meaning ascribed to it in the recitals hereto.

"**Credit Facilities**" means the credit facilities granted pursuant to or as contemplated in the Senior Credit Agreement, including the Senior Swap Indebtedness and the Cash Management Obligations, or the FCC Obligations granted pursuant to or as contemplated in the FCC Credit Agreement, and "**Credit Facility**" means any one of them.

"**Debtors**" means, collectively, the Borrower and the Guarantors and "**Debtor**" means any of them.

"**Disposition**" means any sale, lease, exchange, transfer or other disposition, whether privately or through judicial process, and whether, directly or by a receiver, interim receiver, receiver-and-manager or civil enforcement agent/agency, and "**Dispose**" and "**Disposed**" shall each have a correlative meaning.

"**FCC**" has the meaning ascribed to it in the recitals hereto.

"**FCC Collateral**" means:

(a) cattle that have been or will be purchased by the Borrower, in whole or in part, with the Credit Facility provided for in the FCC Credit Agreement (including, without limitation, the cattle identified in the FCC Credit Agreement from time to time (collectively, the "**Cattle**"), wherever located;

(b) all cattle acquired in direct substitution for such Cattle;

(c) all offspring of such Cattle, whether born or unborn;

(d) all security deposits and any interest accrued thereon given to FCC as security for the FCC Obligations, including, without limitation, the Security Deposit (as such term is defined in the FCC Credit Agreement);

(e) all documents of title, whether negotiable or otherwise, including all warehouse receipts and bills of lading relating to such Cattle;

(f) the proceeds and benefits of any insurance due with regard to such Cattle, other than a claim;

(g) all futures contracts, investment positions or other contracts made on a commodity exchange, in each case, for the purpose of managing risk related to the Cattle and purchased by the Borrower or for the Borrower's benefit, in whole or in part, with Credit Facilities established by FCC; and

(h) proceeds of the foregoing.

"**FCC Credit Agreement**" has the meaning ascribed to it in the recitals hereto.

"**FCC Obligations**" mean all outstanding principal (up to a maximum amount of Cdn.$30,000,000) under the FCC Credit Agreement and accrued interest thereon and related fees owing to FCC.

"**FCC Priority Cap**" means Cdn.$30,000,000 plus interest thereon as provided for in the FCC Credit Agreement and all earned fees (including reasonable legal fees), costs, charges and expenses incurred by FCC in connection therewith.

"**FCC Remedies**" means an action under applicable law to (a) seize, take possession or control of, sell or otherwise realize upon (judicially or non-judicially), or Dispose of (whether publicly or privately), the FCC Collateral in accordance with applicable law, (b) collect any receivables owed to the Borrower directly in relation to the FCC Collateral and/or (c) receive a transfer of the FCC Collateral in satisfaction of FCC Obligations secured thereby.

"**FCC Security**" means the security granted to FCC by the Borrower to secure the FCC Obligations.

"**Guarantors**" has the meaning ascribed to it in the recitals hereto, and each of their permitted successors and assigns.

"**Hedging Agreements**" means Lender Financial Instruments as defined in the Senior Credit Agreement.

"**Insolvency Proceeding**" means any insolvency or bankruptcy proceeding or any receivership, interim-receivership, liquidation, arrangement, reorganization, restructuring or similar proceedings (including any plan of arrangement or compromise under any corporations statute where a corporation proposes an arrangement involving a compromise or conversion of liabilities) in connection therewith relative to a Debtor or its Property, or in the event of any proceedings for voluntary liquidation, dissolution or winding up of a Debtor under the BIA, the CCAA or any other applicable statute or law, or in the event of any corporate reorganization of a Debtor.

"**Lien**" means any mortgage, lien, pledge, charge (whether fixed or floating), security interest, conditional sale or title retention agreement (other than operating leases in respect of tangible personal property which are not in the nature of financing transactions) or other encumbrance of any kind, contingent or absolute but excludes any contractual right of set off created in the ordinary course of business and any writ of execution, or other similar instrument, arising from a judgment relating to the non-payment of indebtedness.

"**Notice of Certain Events**" has the meaning ascribed to it in Section 2.1.

"**Obligations**" means, collectively, the Senior Obligations and FCC Obligations.

"**Property**" means any interest in any kind of property, asset, undertakings, rights and interests, whether real, personal, mixed or profits a prendre, or tangible or intangible, including cash, securities, accounts and contract rights.

"**Secured Parties**" means the Senior Creditors (and the Senior Representative on their behalf) and FCC, as the case may be, including each of their respective successors and permitted assigns and "**Secured Party**" means any one of them.

"**Senior Credit Agreement**" has the meaning ascribed to it in the recitals hereto.

"**Senior Creditors**" means, collectively, the Senior Representative, the Senior Lenders, the Swap Lenders and the Cash Managers, and **"Senior Creditor"** means any one of them.

"**Senior Lenders**" means The Bank of Nova Scotia and the other banks and financial institutions party to the Senior Credit Agreement, from time to time, as lenders thereunder.

"**Senior Obligations**" means: (a) all "Obligations" under and as such term is defined in the Senior Credit Agreement and (b) all Senior Swap Indebtedness and Cash Management Obligations,

including, without limitation: (i) all principal of and interest (including, without limitation, any interest accruing during the pendency of any Insolvency Proceeding, regardless of whether allowed or allowable in such Insolvency Proceeding) and premium (if any) on all loans made or other indebtedness issued or incurred pursuant thereto, (ii) all reimbursement obligations (if any) and interest thereon (including, without limitation, any interest accruing during the pendency of any Insolvency Proceeding, regardless of whether allowed or allowable in such Insolvency Proceeding) with respect to any letter of credit, letter of guarantee, bankers' acceptances or similar instruments issued pursuant thereto, and (iii) all guarantee obligations, fees, expenses and other amounts payable from time to time pursuant to the applicable documents relating thereto, in each case, whether or not allowed or allowable in an Insolvency Proceeding.

"**Senior Representative**" has the meaning ascribed to it in the recitals hereto.

"**Senior Security**" means the Security (as defined in the Senior Credit Agreement) granted to the Senior Representative by the Borrower to secure the Senior Obligations.

"**Senior Swap Indebtedness**" means "Lender Financial Instrument Obligations" as such term has the meaning ascribed to it in the Senior Credit Agreement.

"**Swap Lenders**" collectively, the Senior Lenders and the Hedging Affiliates (as such term has the meaning ascribed thereto in the Senior Credit Agreement).

1.2 In this Agreement:

(a) headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement;

(b) words importing the singular number include the plural and vice versa, and words importing gender include masculine, feminine and neuter;

(c) references to "**herein**", "**hereunder**" and similar expressions shall be a reference to this Agreement and not to any particular section;

(d) references to "**in writing**" or "**written**" include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception, including by facsimile;

(e) unless otherwise noted, all references to "**Section**" refer to a section, subsection or paragraph of this Agreement, as the case may be;

(f) words and terms denoting inclusiveness (such as "**include**", "**includes**" or "**including**"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them; and

(g) all monetary references herein shall be to Canadian dollars (Cdn.$) except as otherwise specifically noted herein.

ARTICLE 2
NOTICE OF CERTAIN EVENTS

2.1 Without limiting the other terms of this Agreement, if FCC (a) causes an Acceleration to take place, (b) commences any judicial action or legal proceeding to enforce, collect or receive payment of its Obligations or (c) has actual knowledge of the occurrence of a continuing default, event of default or demand under the FCC Credit Agreement, then FCC shall, as soon as is practicable in the circumstances with the occurrence of any of the events referred to above, notify the Senior Representative of such event, together with reasonable particulars thereof (a "**Notice of Certain Events**"); provided, however, that FCC shall not be liable for any accidental omission to provide such notice.

ARTICLE 3
PRIORITY MATTERS

3.1 The Senior Representative acknowledges and consents to:

(a) the FCC Obligations, including the borrowings under the FCC Credit Agreement, on and subject to the terms of the FCC Credit Agreement;

(b) the granting by the Borrower of the FCC Security; and

(c) the repayment terms provided for in the FCC Credit Agreement and the repayment by the Borrower of the Credit Facilities granted under the FCC Credit Agreement in accordance therewith.

3.2 FCC acknowledges and agrees that the FCC Security shall be expressly limited to the FCC Collateral and FCC shall not have any Liens on or against any property, personal or real, of (a) the Borrower except for the FCC Collateral or (b) any other Debtor.

3.3 Subject to the terms and conditions of this Agreement, the Senior Security is hereby subordinated to the security constituted by the FCC Security (a) with respect to, and only with respect to, the FCC Collateral and (b) up to the FCC Priority Cap.

3.4 The subordinations contained herein shall apply in all events and circumstances regardless of:

3.4.1 the date of execution, attachment, registration or perfection of any security interest held by the Senior Representative or FCC;

3.4.2 the date of any advance or advances made to the Borrower by any of the Senior Creditors or FCC;

3.4.3 the date of default by the Borrower under any of the Senior Security or the FCC Security;

3.4.4 any term or condition provided for in the Senior Security, the FCC Security or the Credit Agreements;

3.4.5 any failure to send notice required under this Agreement; or

3.4.6 any priority granted by any principle of law or any statute.

3.5 If any Secured Party receives any payment, benefit, Collateral or distribution, whether voluntary or involuntary, all or part of which payment, benefit, Collateral or distribution (the "**Reallocable Payment**") should have, by virtue of this Agreement been paid to the other Secured Party, or should not have been paid to such Secured Party then, in either case, the applicable receiving Secured Party shall hold the Reallocable Payment received by it in trust for such other Secured Party (in the case of a payment received by FCC, in trust for the Senior Representative, or in the case of receipt by the Senior Representative or any other Senior Creditor, in trust for FCC) and shall forthwith notify and pay to such other Secured Party, in the form received with any necessary endorsement or assignment, the Reallocable Payment for application against the Senior Obligations or the FCC Obligations, as applicable.

3.6 No Secured Party shall, by virtue of this Agreement, be required to perform and shall not be considered to have assumed any liability or obligation of any Debtor, or their respective predecessors, in respect of its Credit Facility.

3.7 Other than the Secured Parties or their successors or permitted assigns, no creditor of a Debtor, and no trustee in bankruptcy, receiver, interim-receiver, receiver-manager or monitor of a Debtor, and no other person shall be entitled to any benefit under this Agreement including, without limitation to claim any priority over any of the Secured Parties and this Agreement may not be relied

upon by any other party or referenced in any proceeding or Insolvency Proceeding by any party not a signatory hereto other than as set forth herein.

3.8 Nothing contained in this Agreement is intended to or shall impair the Obligations, including, without limitation, the obligations of the Debtors to pay to each of the Secured Parties, the debts and liabilities secured by the Senior Security and the FCC Security, respectively, including the principal thereof and the interest thereon as and when the same shall become due and payable in accordance with their respective terms.

3.9 Nothing contained in this Agreement is intended to or shall prevent the Senior Representative from exercising all remedies permitted by applicable law upon default under the terms of the Senior Security, however, FCC confirms, acknowledges and agrees that, notwithstanding anything in the FCC Credit Agreement, FCC's enforcement of the FCC Security shall be limited to the FCC Remedies and, for certainty and without limitation, FCC shall only have the right to have a receiver appointed in respect of the FCC Collateral (and shall not have the right to appoint, or apply for the appointment of, a receiver-manager, to issue a notice of intention to enforce security pursuant to section 244 of the BIA, to commence or initiate any other Insolvency Proceeding over the FCC Collateral or any portion thereof or for any rights and remedies except for the FCC Remedies) provided that FCC shall have the right to:

(a) Accelerate the FCC Obligations in accordance with the FCC Credit Agreement;

(b) file any proof of claim with respect to FCC Obligations in an Insolvency Proceeding (provided that such proof of claim shall not include a claim to priority in the FCC Collateral that exceeds the FCC Priority Cap); and

(c) file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any person objecting to or otherwise seeking the disallowance of the claims of FCC, including any claims secured by the FCC Collateral, if any.

FCC expressly acknowledges, confirms and agrees that this Agreement shall be paramount with respect to any conflict or inconsistency with the FCC Credit Agreement or FCC Security with respect to the enforcement of the FCC Security and the limitation on enforcement actions by FCC to the FCC Remedies. Nothing in this Section 3.9 shall limit any of FCC's remedies at law other than in connection with respect to secured creditor rights and the limitation on enforcement of FCC's Security.

3.10 Notwithstanding any other term or condition hereof, the Senior Representative shall have no obligation to FCC and FCC shall have no claim against any monies in any account of any Debtor maintained at the Senior Representative or any monies deposited in or disbursed from any such account, except to the extent of amounts deposited to such an account after the delivery by FCC to the Senior Representative of a Notice of Certain Events and such monies are in respect of a realization on or disposition of FCC Collateral in compliance with the provisions hereof after the given of such notice. Each Debtor authorizes the Senior Representative to put any account of such Debtor on restraint upon and following the delivery of any Notice of Certain Events by any Secured Party.

3.11 FCC acknowledges that the Senior Credit Agreement provides for revolving credit facilities and, prior to the occurrence of an acceleration under the Senior Credit Agreement, the amount of any loans or advances made thereunder may be repaid by the Borrower without any reduction in the commitments or the maximum principal amount available thereunder and thereafter re-borrowed.

ARTICLE 4
COVENANTS

4.1 FCC shall, upon the request of the Senior Representative, forward to the Senior Representative a copy of the FCC Credit Agreement and the FCC Security and any other information requested by

the Senior Representative in connection with the FCC Credit Agreement, FCC Security and the FCC Collateral.

4.2 (a) The Borrower hereby covenants and agrees not to grant any Lien on any of its Property to FCC in connection with the FCC Obligations other than a Lien on the FCC Collateral, (b) the other Debtors each hereby covenant and agree not to grant any Lien on any of its respective Property to FCC in connection the FCC Obligations and (c) FCC hereby covenants and agrees not to accept any such Lien in contravention of this Section 4.2.

4.3 Each of the Secured Parties shall, at the expense of the Borrower, execute such additional documents and instruments, in registrable form where required, and do such further acts or things as may be reasonably necessary to give full force and effect to the intent of this Agreement.

ARTICLE 5

OTHER AGREEMENTS; RESTRICTIONS ON AMENDMENTS

5.1 The Senior Credit Agreement and Senior Security may be amended, restated, supplemented or otherwise modified in accordance with their terms, without the consent of FCC; provided, for certainty, such amendments do not affect the subordination or other provisions of this Agreement in favor of FCC.

5.2 The FCC Credit Agreement and FCC Security may not be amended, restated, supplemented or otherwise modified, in any material respect, without the consent of the Senior Representative.

ARTICLE 6
MISCELLANEOUS

6.1 Any notice required or permitted to be made under this Agreement may be served personally at or by electronic means to the applicable addresses stated below. Any notice which is personally delivered shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of delivery. Any notice which is transmitted by electronic mail shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of delivery.

(a) If to the Senior Representative:

The Bank of Nova Scotia
Global Loan Syndications – Agency Services
40 Temperance Street, 6th Floor
Toronto, ON, M5H 0B4

Attention: Head of Agency Services
E-mail: agency.services@scotiabank.com

(b) If to FCC

Farm Credit Canada
3700 Victoria Avenue E
Regina Saskatchewan S4Z 1A5

Attention: Byron Eberle, Senior Relationship Manager, Corporate and Senior Accounts
E-mail: byron.eberle@fcc-fac.ca

(c) If to the Borrower:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan S9H 3X4

Attention: CFO
E-mail: jesse@monettefarms.ca

6.2 Each of the Secured Parties shall, at the expense of the Borrower, execute such additional documents and instruments, in registrable form where required, and do such further acts or things as may be reasonably necessary to give full force and effect to the intent of this Agreement.

6.3 This Agreement shall enure to the benefit of and be binding upon the Secured Parties and their respective successors and assigns.

6.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the Province of Alberta for all disputes under or in connection with this Agreement.

6.5 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be construed together as one agreement, and the execution and delivery of counterparts of this Agreement by facsimile or other electronic transmission (including PDF format) by any party shall be binding on all parties.

6.6 Nothing in this Agreement and no action taken by the Senior Representative or FCC pursuant hereto is intended to constitute or shall be deemed to constitute the Senior Representative and FCC as a partnership, joint venture, association or other similar type entity.

6.7 The Borrower and the other Debtors each hereby acknowledges and agrees that this Agreement shall not modify, relieve or release it from any of its Obligations. Additionally, the Borrower acknowledges and agrees that:

(a) it authorizes the Senior Representative and FCC to share with each other any information possessed by them relating to the Senior Obligations, the FCC Obligations, the Senior Credit Agreement or the FCC Credit Agreement;

(b) it consents to the terms of this Agreement and agrees to comply with, and to not act contrary to, the terms of this Agreement;

(c) it is party hereto solely for the purpose of providing the acknowledgements and agreements set forth herein and does not, and is not intended to, derive any benefits hereunder except in respect of the consents contained herein; and

(d) this Agreement, other than this Section, may be amended by the Senior Representative and FCC at any time without the concurrence of the Borrower or any other Debtor provided no such amendment shall, unless the Borrower is a party thereto, impose any obligation on the Borrower over and above those obligations of the Borrower contained herein nor shall any such amendment relieve the Senior Representative or FCC from providing any notice to the Borrower which is stipulated herein.

6.8 The provisions of this Agreement shall govern notwithstanding the terms of the Senior Credit Agreement, the FCC Credit Agreement, the Senior Security and the FCC Security and whether or not any bankruptcy, receivership or any other insolvency proceedings shall have commenced against any Debtor.

6.9 If any one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

6.10 The Borrower shall pay all reasonable legal fees and disbursements incurred by the Senior Representative and FCC in connection with this Agreement and the matters dealt with herein (and such amounts shall be deemed to be Senior Obligations or FCC Obligations as applicable).

6.11 The Senior Representative is executing and delivering this Agreement solely in its capacity as such and pursuant to authority set forth in the Senior Credit Agreement; and in so doing, the Senior Representative shall not be responsible for the terms or sufficiency of this Agreement for any purpose. The Senior Representative shall have no duties or obligations under or pursuant to this Agreement other than such duties and obligations as may be expressly set forth in this Agreement as duties and obligations on its part to be performed or observed. In entering into this Agreement, or in taking (or forbearing from) any action under or pursuant to this Agreement, the Senior Representative shall have and be protected by all of the rights, immunities, indemnities and other protections granted to it under the Senior Credit Agreement.

6.12 Neither the Senior Representative nor FCC shall have any liability or responsibility for the actions or omissions of any other Secured Party, or for any other Secured Party's compliance with (or failure to comply with) the terms of this Agreement. Neither the Senior Representative nor FCC shall have any individual liability to any person if it shall mistakenly pay over or distribute to any Secured Party (or Debtor) any amounts in violation of the terms of this Agreement, so long as the Senior Representative or FCC, as the case may be, is acting in good faith and in the absence of fraud or gross negligence. Each party hereto hereby acknowledges and agrees that the Senior Representative and FCC are entering into this Agreement solely in its capacity under the Senior Credit Agreement and the FCC Credit Agreement, respectively, and not in its individual capacity. The Senior Representative shall not be deemed to owe any fiduciary duty to FCC and FCC shall not be deemed to owe any fiduciary duty to the Senior Representative or any other Senior Creditor.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

THE BANK OF NOVA SCOTIA, as Senior Representative

Per: _____
Name: Thomas Neufeld
Title: Director

Per: _____
Name: Jason Coulter
Title: Director

FARM CREDIT CANADA, as Subordinate Lender

Per: _____

Name: Byron Eberle
Title: Senior Relationship Manager, Corporate & Senior Accounts

Per: _____

Name:
Title:

MONETTE FARMS LTD.

Per: Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE FARMS USA, INC.

Per: Darrel Monette (Dec 4, 2024 19:56 MST)
Name:Darrel Monette
Title: President

Per: _____
Name:
Title:

DMO HOLDINGS LTD.

Per: Darrel Monette (Dec 4, 2024 19:56 MST)
Name:Darrel Monette
Title: President

Per: _____
Name:
Title:

GOAT'S PEAK WINERY LTD.

Per: Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE FARMS FAMILY TRUST, by its sole trustee, DARREL NOEL MONETTE

Per: Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

NEXGEN SEEDS LTD.

Per: Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE SEEDS USA, LLC

Per: Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE FARMS ARIZONA, LLC

Per: Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

DMO HOLDINGS USA, INC.

Per: Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE FARMS ONTARIO CORP.

Per: Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE SEEDS LTD.

Per: _____
Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE FARMS BC LTD.

Per: _____
Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE PRODUCE LTD.

Per: _____
Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE PRODUCE, LLC

Per: _____
Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE LAND CORP.

Per: _____
Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE FARMS LAND GP LTD.

Per: Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE FARMS LAND LIMITED PARTNERSHIP by its general partner MONETTE FARMS LAND GP LTD.

Per: Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE FARMS LAND II GP LTD.

Per: Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE FARMS LAND II LIMITED PARTNERSHIP by its general partner MONETTE FARMS LAND II GP LTD.

Per: Darrel Monette (Dec 4, 2024 19:56 MST)
Name: Darrel Monette
Title: President

Per: _____
Name:
Title:

MONETTE FARMS BC GP LTD.

Per: Darrel Monette (Dec 4, 2024 19:56 MST)

Name: Darrel Monette
Title: President

Per: _____

Name:
Title:

MONETTE FARMS BC LIMITED PARTNERSHIP by its general partner MONETTE FARMS BC GP LTD.

Per: Darrel Monette (Dec 4, 2024 19:56 MST)

Name: Darrel Monette
Title: President

Per: _____

Name:
Title:

DARREL NOEL MONETTE

Darrel Monette (Dec 4, 2024 19:56 MST)

WITNESS:

Name: David Kemp

This is **Exhibit "O"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

Kamryn Wiest

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

Loan and Security Agreement (Livestock): **CONFIDENTIAL**

Province/Territory: Saskatchewan
Date: December 4, 2024
Customer Number: 0200480094
Credit Facility: 850854000

Borrower(s):

Monette Farms Ltd.

Guarantor(s)

Darrel Monette
Monette Farms USA, Inc.
DMO Holdings Ltd.
Goat's Peak Winery Ltd.
Monette Farm Family Trust
Nexgen Seeds Ltd.
Monette Seeds USA, LLC
Monette Farms Arizona, LLC
DMO Holdings USA, Inc.
Monette Farms Ontario Corp.
Monette Seeds Ltd.
Monette Farms BC Ltd.
Monette Produce Ltd.
Monette Produce, LLC
Monette Farms Land Limited Partnership
Monette Farms Land II Limited Partnership
Monette Farms BC Limited Partnership.
Monette Land Corp.
Monette Farms Land GP Ltd.
Monette Farms Land II GP Ltd.
Monette Farms BC GP Ltd.

Dear Sir/Madam:

Farm Credit Canada (**"FCC", "Us", "We", "Our"**) is pleased to confirm to

Monette Farms Ltd.
Darrel Monette
Monette Farms USA, Inc.
DMO Holdings Ltd.
Goat's Peak Winery Ltd.
Monette Farm Family Trust
Nexgen Seeds Ltd.
Monette Seeds USA, LLC
Monette Farms Arizona, LLC

DMO Holdings USA, Inc.
Monette Farms Ontario Corp.
Monette Seeds Ltd.
Monette Farms BC Ltd.
Monette Produce Ltd.
Monette Produce, LLC
Monette Farms Land Limited Partnership
Monette Farms Land II Limited Partnership
Monette Farms BC Limited Partnership.
Monette Land Corp.
Monette Farms Land GP Ltd.
Monette Farms Land II GP Ltd.
Monette Farms GC GP Ltd.

(**"You"**, **"Your"**, the **"Borrower"**) has applied for a credit facility (the **"Credit Facility"**) from FCC in the amount of $30,000,000.00 (the **"Credit Limit"**), to finance the purchase of Product (defined below) from Stockmen's Financial Ltd. , the Alliance.

This Credit Facility is subject to the terms and conditions set out in: (a) this Loan and Security Agreement and the attached Schedules, where applicable, as well as the accompanying booklet entitled "Terms and Conditions of your FCC Financing" (the **"Booklet"**) (collectively, the **"Agreement"**); and (b) the Priorities Agreement dated on or about the date hereof among The Bank of Nova Scotia, in its capacity as administrative agent and collateral agent for the Senior Creditors (as defined therein), FCC, the Borrower, and the Guarantors (the "**Priorities Agreement**"). If a conflict arises between any clause of this Loan and Security Agreement, including the related Schedules and the Booklet, the information in this Loan and Security Agreement shall prevail over the information in the Booklet. If a conflict arises between any clause of this Agreement and the Priorities Agreement, the terms of the Priorities Agreement shall prevail over this Agreement including, without limitation, with respect to the available remedies upon enforcement.

1. **Credit Facility Information**

Alliance:	Stockmen's Financial Ltd.
Location:	Lacombe, AB.
Credit facility type:	Feeder
Credit limit:	$30,000,000.00
Interest rate type:	Variable
Interest rate: Prime Plus	1.5 % for a current rate of 7.45 %
Amount of payment:	$30,000,000.00 (plus interest)
Due date:	365 days after first disbursement
Renewal date:	
FCC Fee:	$22,500.00

2. **Security**

Personal Property Security
You grant FCC a security interest in (collectively, the **"Property"**):

a. all cattle that have been or will be purchased by you, in whole or in part, with funds provided by the Credit Facility, whether such cattle are tagged, unbranded or branded with a registered brand, including but not limited to:

In Saskatchewan, Canada: "S/A" at any of six locations (right hip, left hip, right rib, left rib, right shoulder, left shoulder);

In Alberta, Canada: "S/A" at any of six locations (right hip, left hip, right rib, left rib, right shoulder, left shoulder); or "Shelter over anchor" at any location.In Manitoba, Canada: "S/A" at any of four locations (right hip, left hip, right shoulder, left shoulder); In British Columbia, Canada: "S/A" at any of four locations (right hip, left hip, right rib, left rib);
or such other registered Finance Brands as Stockmen's or FCC may designate, wherever located;

b. all cattle acquired in substitution for such cattle;

c. all offspring of such cattle, whether born or unborn;

d. if applicable, all security deposits and any interest accrued thereon given by you as security for the Credit Facility including, without limitation, the Security Deposit (as such term is defined hereinafter);

e. all documents of title, whether negotiable or otherwise, including all warehouse receipts and bills of lading, relating to such cattle, offspring and proceeds;

f. all credits, insurance indemnities, money and other sums received from time to time which are related to such cattle and offspring;

g. all futures contracts, investment positions or contracts made on a commodity exchange for the purpose of managing risk related to the cattle and offspring and purchased by you or for your benefit, in whole or in part, with credit facilities made from time to time by FCC.

Our security interest in the Property secures the repayment of all money you owe to us at any time hereunder, plus interest on such amount and all costs, charges and expenses you have agreed to pay under any agreement with us, and the performance of your obligations under this Agreement and any present or future agreement you have with us. If the amount you owe us is reduced and then later increases, this security interest still secures the total amount that you owe us at any time. You confirm that value has been given and acknowledge that our security interest shall attach to the Property as soon as you have rights in the Property.

Section A of the Booklet contains the general terms and conditions and other information that are applicable to this pledge of security and are binding upon you. Section A.1(a)(iv) of the Booklet is hereby deleted and replaced with the following:

(iv) you have good and marketable title to the Property, free and clear of any encumbrances, other: (a) than as specifically set out in this Agreement and (b) such security interests granted to The Bank of Nova Scotia, in its capacity as administrative agent and collateral agent for a syndicate of Senior Creditors (as defined in the Priorities Agreement) and their affiliates provided that such security interests are subordinated with respect to the Property;

All other terms and conditions and other information set out in the Booklet remain in full force and effect and are binding upon you.

3. **Specific Terms and Conditions for Livestock Alliance Credit Facility**

The following specific terms and conditions are applicable to your Livestock Alliance Credit Facility:

a. **Authorized Disbursement to Alliance**

You irrevocably authorize and direct FCC to disburse funds under the Credit Facility to Alliance and, where applicable, you irrevocably authorize and direct Alliance to disburse funds under the Credit Facility to the suppliers of Product (as such term is defined hereinafter) (the **"Alliance"**) for any amounts owing by you for the purchase of Product.

b. **Purposes of the Credit Facility**

The Credit Facility will be used for the purchase, from time to time, by the Borrower of the following products:

i. steers, heifers, bulls and cows that are fed and sold as feeder cattle (i.e. not used or intended to be used for breeding purposes) (**"Feeder Cattle"**); and
ii. silage, grain, concentrate and minerals to be fed to the Feeder Cattle and drugs and hormones to be administered to the Feeder Cattle, which are purchased or grown by You through financing arranged by Alliance and on the basis of Your equity in the Feeder Cattle;

Feeder

(the **"Product"**) and other costs and expense relating to such purchase as shown on Alliance's invoice whether signed by you or not, and to make such payments as an advance on the Credit Facility, and for so doing this shall be full and sufficient authority. You irrevocably authorize and appoint Alliance as your agent (in Québec, mandatary) to give instructions and to request advance of funds under the Credit Facility and you authorize and direct FCC to act on such instructions.

c. **Advances**

You agree that, subject to the terms of this Agreement and provided that the conditions in section 3g. have been satisfied at our satisfaction, in our absolute discretion, or waived by us, as the case may be, FCC will advance funds under the Credit Facility from time to time to pay for Product, as requested by Alliance on your behalf.

The Credit Limit owing by you may be drawn, repaid and re-advanced from time to time. The Credit Facility shall continue notwithstanding the balance owing may have been repaid in full from time to time.

You agree that your obligation to repay the entire balance owing on the Credit Facility shall not be diminished if the advances exceed the Credit Limit and FCC may, without any obligation to do so, request you to pay on demand any amount over the Credit Limit. Notwithstanding anything contained in this Agreement, we shall not be bound to make any advance on the Credit Facility. The Credit Facility will not have a stipulated termination date, but we may reduce or terminate the Credit Facility, in our absolute discretion, if periodic reviews indicate to FCC that you are not fulfilling your obligations under this Agreement.

d. **Payment**

All payments made by you on the Credit Facility shall, until notice to you, be made at Alliance. If no earlier demand for payment has been made, the amounts owing on the Credit Facility shall be due and payable without demand on the Due Date or at the time of the sale of any part of the Product, whichever occurs first.

e. **Past Due Interest Rate**

From and after the Due Date, the rate of interest applicable to the Credit Facility shall be the rate applicable to the Credit Facility on the Due Date, as aforesaid.

f. **No Warranty by FCC**

You represent and warrant to FCC that you have entered or will enter into a contract(s) for purchase or acquisition of Product independently from any dealings with FCC. No warranty, condition or representation, express or implied, statutory or otherwise of merchantability, fitness for a particular purpose, manner of application, or otherwise, is made by FCC in respect of any Product. You hereby waive as against FCC all claims and defences as may otherwise be applicable or pertain to such Product.

g. **Assignment (in Québec, Hypothec)**

You hereby agree that any and all money now or hereafter due and payable by Alliance to you, including for delivery of Product as well as all sums received for the sale or other alienation of Product are hereby assigned by you to (in Québec, hypothecated for the amounts and at the interest rate set out in Section 2 in favour of) FCC as security for repayment of the Credit Facility. You irrevocably direct that Alliance pay such amounts directly to FCC.

h. **Specific Obligations**

You agree:

i. to keep the Product in Canada and at the following location:

NW 17-16-12 W3; SE 18-12-14 W3; SW 13-26-12 W1; SE 05-28-1 W5

(the **"Permitted Location"**);

ii. to ensure the Product is and remains branded or tagged (collectively referred to as **"branded"**) with Alliance's designated brand or with the proper identification tags (for the province in which the Permitted Location is located) (collectively referred to as **"brand"**) and no other or subsequent brand. You will ensure that the Product is so branded:

a. prior to the advance of any Credit Facility funds;

b. immediately upon receiving any replacement Product; and

c. the earlier of within 180 days of the birth of progeny of Product, when such progeny is weaned or when such progeny goes to a third party or community pasture. If you fail to do this, FCC or Alliance may enter onto your premises to brand the Product at your expense. FCC's or Alliance's costs in this regard, if not immediately paid by you, are hereby authorized by you to be added to the Credit Facility. If the Product is moved to another jurisdiction, you will re-brand the Product, using Alliance's finance brand for that province, to preserve FCC's interest in the Product.

You agree:

i. that prior to FCC making any advance under this Agreement, you will satisfy the following conditions precedent in form and substance acceptable to FCC:

a. you will ensure transit insurance is in place in an amount of at least the value of the Product;
b. you will obtain named peril limited mortality and/or mortality insurance in an amount of at least the Credit Facility with first loss payable to FCC;
c. the security/hypothec granted by you in favour of FCC shall be in first ranking over the Product, the related personal/movable property and the Security Deposit (as hereinafter defined);
d. you shall provide Alliance and FCC with all requested documents and information.

ii. if directed by FCC or Alliance, to deliver the Product to a designated market for sale;

iii. to ensure that any sale of Product is manifested such that the sale proceeds are payable to Alliance to be applied to your Credit Facility;

iv. to sell Product only at open, public markets in the ordinary course of your business or under or via a transaction approved by Alliance.

i. **Repayment and Equity Event**

You will repay the Credit Facility on the earlier of:

i. the sale of any part of the Product; or
ii. the Due Date; or
iii. the closing of the sale of any shares of the Borrower(s) and/or Guarantor(s) (an "**Equity Event**"); or
iv. on demand.

(collectively, the "**Repayment Terms**").

In the event that an Equity Event, which results in FCC being paid out in full and the Credit Facility closed, does not occur on or before May 31, 2025 you will not be permitted to purchase any additional cattle through this Credit

Facility and FCC may, in its sole discretion, demand repayment in full of the Credit Facility and/or put a plan in place to liquidate all Property to repay the Credit Facility.

For avoidance of doubt, your failure to repay the Credit Facility on the Repayment Terms shall immediately result in an Event of Default for which no notice requirement, grace period or cure period shall apply.

Down Payment

j. **Down Payment**

Prior to any advance on the Credit Facility, you will pay to Alliance a cash down payment of 10 %. Alliance shall apply the down payment to the purchase price of the Product and the balance owing may be financed with the Credit Facility.

Joint and Several (In Quebec, Solidary) Obligations

If more than one person has signed this Agreement with us, everyone who has signed is responsible to us for the obligations specified in this Agreement on a joint and several (in Québec, solidary) basis.

4. **Acceptance**

If this Agreement is acceptable to you, please sign in the space indicated below and return it to us. Each Borrower and Guarantor must sign this Agreement in that capacity. You agree that this Agreement and any documents related to this Agreement may be signed and transmitted electronically and in counterparts and that any electronic signature or delivery will constitute a properly executed original.

5. **Language**

You agree that this Loan and Security Agreement and any related document including any guarantee shall be drafted and executed in English. Vous acceptez que cette convention de prêt et d'hypothèque ainsi que les documents connexes incluant tout cautionnement soient rédigés et signés en anglais.

The Booklet forms a part of this Agreement. Section A of the Booklet, as amended by Section 2 of this Agreement, contains the general terms and conditions and other information that are applicable to the Credit Facility and are binding upon you. By signing below you are agreeing to the terms and conditions set out in the Booklet and you acknowledge that you have received a copy of the Booklet.

Date: Dec 5, 2024

Borrower(s)

Monette Farms Ltd. (Print corporation name)

by _____ (Print name of person signing on behalf of the corporation),

_____ (Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Guarantor(s)

Darrel Monette (Dec 5, 2024 14:12 MST)

(individual signature)

Darrel Monette

(Print individual name)

Monette Farms USA, Inc. (Print corporation name)

by _____ (Print name of person signing on behalf of the corporation),

_____ (Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

DMO Holdings Ltd. (Print corporation name)

by _____ (Print name of person signing on behalf of the corporation),

_____ (Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Goat's Peak Winery Ltd. (Print corporation name)

by _____ (Print name of person signing on behalf of the corporation),

_____ (Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Farm Family Trust (Print trust name), by all its trustees:

+ _____ (Print trustee name), acting as trustee

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of trustee)

I have authority to bind the trust.

Nexgen Seeds Ltd. (Print corporation name)

by _____ (Print name of person signing on behalf of the corporation),

_____ (Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Seeds USA, LLC (Print corporation name)

by _____ (Print name of person signing on behalf of the corporation),

_____ (Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Farms Arizona, LLC (Print corporation name)

by _____ (Print name of person signing on behalf of the corporation),

_____ (Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

DMO Holdings USA, Inc. (Print corporation name)

by _____ (Print name of person signing on behalf of the corporation),

_____ (Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Farms Ontario Corp. (Print corporation name)

by _____ (Print name of person signing on behalf of the corporation),

_____ (Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Seeds Ltd. (Print corporation name)

by _____ (Print name of person signing on behalf of the corporation),

_____ (Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Farms BC Ltd. (Print corporation name)

by _____ (Print name of person signing on behalf of the corporation),

_____ (Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Produce Ltd. (Print corporation name)

by _____ (Print name of person signing on behalf of the corporation),

_____ (Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Produce, LLC (Print corporation name)

by _____ (Print name of person signing on behalf of the corporation),

_____ (Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

MONETTE FARMS LAND LIMITED PARTNERSHIP (Print Limited Partnership Name)

(Print name of person signing on behalf of the Limited Partnership)

(Print title of person signing on behalf of the Limited Partnership)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the Limited Partnership)

I have authority to bind the Limited Partnership

MONETTE FARMS LAND II LIMITED PARTNERSHIP (Print Limited Partnership Name)

(Print name of person signing on behalf of the Limited Partnership),

(Print title of person signing on behalf of the Limited Partnership)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the Limited Partnership)

I have authority to bind the Limited Partnership

MONETTE FARMS BC LIMITED PARTNERSHIP (Print Limited Partnership Name)

(Print name of person signing on behalf of the Limited Partnership),

(Print title of person signing on behalf of the Limited Partnership)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the Limited Partnership)

I have authority to bind the Limited Partnership

Monette Land Corp. (Print Corporation Name)

(Print name of person signing on behalf of the corporation),

(Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the Corporation)

I have authority to bind the Corporation

MONETTE FARMS LAND GP LTD. (Print Corporation Name)

(Print name of person signing on behalf of the corporation),

(Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the Corporation)

I have authority to bind the Corporation

MONETTE FARMS LAND II GP LTD. (Print Corporation Name)

(Print name of person signing on behalf of the corporation),

(Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the Corporation)

I have authority to bind the Corporation

MONETTE FARMS BC GP LTD. (Print Corporation Name)

(Print name of person signing on behalf of the corporation),

(Print title of person signing on behalf of the corporation)

Darrel Monette (Dec 5, 2024 14:12 MST)

(Signature of person signing on behalf of the Corporation)

I have authority to bind the Corporation

Guarantee already on file and adequate dollar amount? ◯ Yes ◯ No

Monette Farms - LSA 2024-12-04

Final Audit Report 2024-12-05

Created:	2024-12-05
By:	Jesse Loyns (jesse@monettefarms.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFYVQDpo9Muj0NQ_VHJdOs9O52grkW1FO

"Monette Farms - LSA 2024-12-04" History

Document created by Jesse Loyns (jesse@monettefarms.ca)
2024-12-05 - 8:45:33 PM GMT

Document emailed to Darrel Monette (darrel@monettefarms.ca) for signature
2024-12-05 - 9:07:30 PM GMT

Email viewed by Darrel Monette (darrel@monettefarms.ca)
2024-12-05 - 9:10:10 PM GMT

Document e-signed by Darrel Monette (darrel@monettefarms.ca)
Signature Date: 2024-12-05 - 9:12:09 PM GMT - Time Source: server

Agreement completed.
2024-12-05 - 9:12:09 PM GMT

Docusign Envelope ID: 96E58055-D7E7-4A12-BF1C-AECE8D687D32

CONFIDENTIAL

Second Amendment to Loan and Security Agreement (Livestock)

Province/Territory: Saskatchewan
Date: August 26, 2025

Customer Number: 0200480094
Credit Facility: 850854000
Alliance: Stockmen's Financial Ltd.

AMONG:

Lender:
Farm Credit Canada

Borrower:
Monette Farms Ltd.

Guarantors:
Darrel Monette
Monette Farms USA, Inc.
DMO Holdings Ltd.
Goat's Peak Winery Ltd.
Monette Farm Family Trust
Nexgen Seeds Ltd.
Monette Seeds USA, LLC
Monette Farms Arizona, LLC
DMO Holdings USA, Inc.
Monette Farms Ontario Corp.
Monette Seeds Ltd.
Monette Farms BC Ltd.
Monette Produce Ltd.
Monette Produce, LLC
Monette Farms Land Limited Partnership
Monette Farms Land II Limited Partnership
Monette Farms BC Limited Partnership.
Monette Land Corp.
Monette Farms Land GP Ltd.
Monette Farms Land II GP Ltd.
Monette Farms BC GP Ltd.

Docusign Envelope ID: 96E58055-D7E7-4A12-BF1C-AECE8D687D32

WHEREAS:

A. FCC, the Borrower, and the Guarantors (together, the "**Parties**") entered into a Loan and Security Agreement (Livestock) dated December 4, 2024, as amended by an Amendment of Loan Agreement dated December 30, 2024 (as further amended, the "**Loan Agreement**"); and

B. The Parties wish to further amend the Loan Agreement on the terms and subject to the conditions set out herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree:

1. DEFINITIONS

1.1. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Loan Agreement.

2. AMENDMENTS AND CONFIRMATIONS

2.1. In Section 1 of the Loan Agreement, the words "Due Date: 365 days after first disbursement" are deleted and replaced with "Due Date: means with respect of each disbursement, the earlier of 365 days after such disbursement and April 15, 2026".

2.2. In Section 3(c) of the Loan Agreement, the second paragraph is deleted and replaced with the following:

> "Before April 15, 2026, the Credit Limit owing by you may be drawn, repaid and re-advanced from time to time and the Credit Facility shall continue notwithstanding the balance owing may have been repaid in full from time to time. As of April 15, 2026, no further draws or re-advances will be permitted under the Credit Facility."

2.3. Section 3(h)(i) of the Loan Agreement is deleted and replaced with the following:

> "to keep the Product in Canada and at the following location:
> NW 17-16-12 W3; SE 18-12-14 W3; SW 13-26-12 W1; SE 05-28-1 W5;
> NE 31-27-1 W5; SE 6-28-1 W5; SW 5-28-1 W5
>
> (the "**Permitted Location**");"

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2.4. The Borrower and Guarantors acknowledge, confirm, and agree that:

a. prior to April 15, 2026, they shall repay FCC all amounts owing on the Credit Facility in accordance with the repayment terms set out in the Loan Agreement for the Credit Facility;

b. if no earlier demand for payment has been made, all amounts owing on the Credit Facility (including, without limitation, all loans and advances within) shall be due and payable without demand with respect of each disbursement, on the earlier of 365 days after such disbursement and April 15, 2026 or at the time of the sale of any part of the Product, whichever comes first, regardless of the date such funds are advanced;

c. the Loan Agreement and related mortgages, security agreements, and other documents, agreements and instruments shall remain in full force and effect as binding obligations enforceable against them;

d. the security interest/hypothec granted by them in favour of FCC in the Product, the related personal/movable property and the Security Deposit secures all present and future indebtedness, liabilities and obligations owed to FCC and shall continue to be first ranking over all other competing security interests subject expressly to the provisions of the priorities agreement dated December 2, 2024 between FCC, The Bank of Nova Scotia, the Borrower and the Guarantors; and

e. an event of default under any credit facility they have with FCC or any other financial institution including, without limitation, the fifth amended and restated credit agreement made as of April 15, 2024 between The Bank of Nova Scotia in its capacity as administrative agent, The Bank of Nova Scotia and the other banks and financial institutions party thereto as lenders, and the Borrower (as further amended and supplemented from time to time) shall constitute an event of default under the Loan Agreement.

3. AMENDMENT FEE

3.1. The Borrower agrees to pay to FCC an amendment fee in the amount of $12,000.00 (the "**Amendment Fee**"). The Amendment Fee shall be due and payable on the date of this Amendment, fully-earned, non-refundable, and payable in addition to any other fees or expenses outlined in the Loan Agreement,

4. GENERAL PROVISIONS

4.1. **Limited Effect.** Except as expressly provided herein, all of the terms and provisions of the Loan Agreement and the related loan documents are and shall

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remain in full force and effect and are hereby ratified and confirmed by the Borrower and the Guarantors, without novation. The amendments herein shall not be construed as a waiver or amendment of any other provision of the Loan Agreement or the other loan documents or for any purpose except as provided herein or a consent to any further or future action on the part of the Borrower or the Guarantors that would require the waiver or consent of FCC.

4.2. **Further Assurances.** The Borrower and Guarantors shall do all things, execute all instruments and documents and take such actions as are within their power or control, which are necessary or desirable to carry out the terms and provisions of this Agreement.

4.3. **Inconsistency**. If a conflict arises between any clause of the Loan Agreement (as amended herein) and the related Schedules and accompanying booklet entitled "Terms and Conditions of your FCC Financing", the terms of this Loan Agreement (as amended herein) shall prevail.

4.4. **Governing Law.** This Amendment shall be governed by the laws of the province of Saskatchewan and the laws of Canada applicable therein and the Parties agree to submit to such jurisdiction.

4.5. **Entire Agreement.** The Loan Agreement, this Amendment, the security and any other written agreement delivered pursuant to or referred to in the Loan Agreement or this Amendment constitute the whole and entire agreement between the Parties in respect of this Credit Facility. There are no verbal agreements, undertakings or representations in connection with this Credit Facility.

4.6. **Binding Effect.** This Amendment shall enure to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

4.7. **Counterparts.** This Amendment may be signed and transmitted electronically and in counterparts.

4.8. **Language.** At the request of the Parties, this Amendment and all related documents have been drafted in English. *À la demande des Parties aux présentes, cette convention et tous les documents y relatifs ont été rédigés en anglais.*

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The undersigned have read this Amendment and agree to its terms effective as of the date above.

Lender

Farm Credit Canada

By: Byron Eberle (Print name of person signing on behalf of the corporation)

Corporate Financing & Senior Accounts Director (Print title of person signing on behalf of the corporation)

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Borrower

Monette Farms Ltd.

by Darrel Monette (Print name of person signing on behalf of the corporation)

President (Print title of person signing on behalf of the corporation)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Guarantors

Signed by: Darrel Monette 84B05DBE01994FA...

(individual signature)

Darrel Monette

Monette Farms USA, Inc.

by Darrel Monette (Print name of person signing on behalf of the corporation)

President (Print title of person signing on behalf of the corporation)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

DMO Holdings Ltd.

by Darrel Monette (Print name of person signing on behalf of the corporation)

President (Print title of person signing on behalf of the corporation)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Goat's Peak Winery Ltd.

by Darrel Monette (Print name of person signing on behalf of the corporation)

President (Print title of person signing on behalf of the corporation)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Farm Family Trust

by all of its trustees Darrel Monette (Print trustee names), acting as trustee(s)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of trustee(s))

I have authority to bind the trust.

Nexgen Seeds Ltd.

by Darrel Monette (Print name of person signing on behalf of the corporation)

President (Print title of person signing on behalf of the corporation)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Seeds USA, LLC

by Darrel Monette (Print name of person signing on behalf of the corporation)

President (Print title of person signing on behalf of the corporation)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

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Monette Farms Arizona, LLC

by Darrel Monette (Print name of person signing on behalf of the corporation)

President (Print title of person signing on behalf of the corporation)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

DMO Holdings USA, Inc.

by Darrel Monette (Print name of person signing on behalf of the corporation)

President (Print title of person signing on behalf of the corporation)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Farms Ontario Corp.

by Darrel Monette (Print name of person signing on behalf of the corporation)

President (Print title of person signing on behalf of the corporation)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Seeds Ltd.

by Darrel Monette (Print name of person signing on behalf of the corporation)

President (Print title of person signing on behalf of the corporation)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Farms BC Ltd.

by Darrel Monette (Print name of person signing on behalf of the corporation)

President (Print title of person signing on behalf of the corporation)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Docusign Envelope ID: 96E58055-D7E7-4A12-BF1C-AECE8D687D32

Monette Produce Ltd.

by Darrel Monette
(Print name of person signing on behalf of the corporation)

President
(Print title of person signing on behalf of the corporation)

Signed by:
Darrel Monette
84B05DBE01994FA...
(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Produce, LLC

by Darrel Monette
(Print name of person signing on behalf of the corporation)

President
(Print title of person signing on behalf of the corporation)

Signed by:
Darrel Monette
84B05DBE01994FA...
(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Farms Land Limited Partnership

by Darrel Monette
(Print name of person signing on behalf of the limited partnership)

President
(Print title of person signing on behalf of the limited partnership)

Signed by:
Darrel Monette
84B05DBE01994FA...
(Signature of person signing on behalf of the limited partnership)

I have authority to bind the limited partnership.

Monette Farms Land II Limited Partnership

by Darrel Monette
(Print name of person signing on behalf of the limited partnership)

President
(Print title of person signing on behalf of the limited partnership)

Signed by:
Darrel Monette
84B05DBE01994FA...
(Signature of person signing on behalf of the limited partnership)

I have authority to bind the limited partnership.

Monette Farms BC Limited Partnership

by Darrel Monette (Print name of person signing on behalf of the limited partnership)

President (Print title of person signing on behalf of the limited partnership)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the limited partnership)

I have authority to bind the limited partnership.

Monette Land Corp.

by Darrel Monette (Print name of person signing on behalf of the corporation)

President (Print title of person signing on behalf of the corporation)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Farms Land GP Ltd.

by Darrel Monette (Print name of person signing on behalf of the corporation)

President (Print title of person signing on behalf of the corporation)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Farms Land II GP Ltd.

by Darrel Monette (Print name of person signing on behalf of the corporation)

President (Print title of person signing on behalf of the corporation)

Signed by: Darrel Monette 84B05DBE01994FA... (Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Monette Farms BC GP Ltd.

by Darrel Monette

(Print name of person signing on behalf of the corporation)

President

(Print title of person signing on behalf of the corporation)

Signed by:
Darrel Monette
84B05DBE01994FA...

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

1376-2086-5560, v. 1

This is **Exhibit "P"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

Sam Gabor
Partner
Direct 403-298-1946
Assistant 403-298-1077
Sam.Gabor@gowlingwlg.com
File No. G10119134

April 16, 2026

BY EMAIL AND REGISTERED MAIL

Private & Confidential

Monette Farms Ltd.
PO BOX 1298 Stn Main,
Swift Current, Saskatchewan
S9H 3X4
Canada

Attention: Darrel Monette & Jesse Loyns
Email: darrel@monettefarms.ca &
jesse@monettefarms.ca

To the Guarantors Listed in Schedule "B"

To Whom it May Concern:

Re: Credit Facilities extended by Farm Credit Canada ("FCC") to Monette Farms Ltd. the ("Borrower"), guaranteed by Darrel Monette, Monette Farms USA, Inc., DMO Holdings Ltd., Goat's Peak Winery Ltd. Monette Farm Family Trust, Nexgen Seeds Ltd, Monette Seeds USA, LLC., Monette Farms Arizona, LLC, DMO Holdings USA, Inc., Monette Farms Ontario Corp., Monette Seeds Ltd., Monette Farms BC Ltd., Monette Produce Ltd., Monette Farms Land Limited Partnership, Monette Farms Land II Limited Partnership, Monette Farms BC Limited Partnership, Monette Land Corp., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., Monette Farms BC GP Ltd., (the "Guarantors")

We are counsel to FCC. We are writing to you in connection with the Loan and Security Agreement dated December 4, 2024, accepted by the Borrower, as borrower, and FCC, as lender (as modified, amended, supplemented, revised, restated, and replaced from time to time, the "**Loan Agreement**") and the credit facility provided thereunder (the "**Credit Facility**"). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Loan Agreements.

The Credit Facility is repayable under the Loan Agreement on default and demand, or following maturity.

We are advised by the Lender that the Borrower is in default under the Loan Agreement for having failed to repay the entirety of the Credit Facility by its maturity date of April 15, 2026.

According to the FCC's records, the Borrower is indebted or otherwise liable to FCC for the amounts set out in Schedule "A" to this letter as of April 15, 2026, plus all ongoing interest, fees, costs, including legal costs on a solicitor and its own client full indemnity basis (the "**Indebtedness**").

The Guarantors as set out in Schedule "B" have jointly and severally guaranteed the repayment of the Indebtedness pursuant to a Guarantee dated December 5, 2024, which is payable on demand (the "**Guarantees**").

FCC hereby demands payment in full of the Indebtedness from the Borrower and the Guarantors. Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreement and the other Credit Documents (as defined herein), as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting FCC. You will also be required to pay FCC's legal and other expenses on a solicitor and client, full indemnity basis, in connection with the Indebtedness.

This letter constitutes a demand for payment and acceleration of payment under the terms and conditions of the Loan Agreement and the terms and conditions of all security held by FCC directly or indirectly for any of the Indebtedness, including the Loan Agreement and all loan agreements, mortgages, assignments of rents and leases, security agreements, the Guarantees and all other guarantees, and other agreements governing the Indebtedness (collectively, the "**Credit Documents**"), and is made without prejudice to: (i) FCC's right to make such further and other demands as it shall see fit for any other indebtedness or under any other security; and (ii) FCC's right to provide further and other notices of default.

Unless payment or other arrangements satisfactory to FCC for payment of the Indebtedness are made immediately, FCC may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include: (i) the enforcement of its security by way of the appointment of a receiver, an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under its security, requiring payment directly from the Borrower's account debtors. FCC expressly reserves the right to take any steps it deems advisable to protect FCC's position prior to that date.

We have provided a notice of intent by secured creditor issued by FCC under Section 21 of the *Farm Debt Mediation Act* for the Borrower.

FCC expressly reserves its rights and remedies with respect to any defaults that shall now exist or hereafter arise under the Loan Agreements and the other Credit Documents.

Yours very truly,

Gowling WLG (Canada) LLP

Sam Gabor
Partner
SG:at

cc: joliver@cassels.com, adam.maerov@mcmillan.ca, agency.services@scotiabank.com

SCHEDULE "A"

Amount of Indebtedness Owing as of April 16, 2026

Facility	Loan Number	Principal	Interest	Total
Livestock Alliance Credit Facility	850854000	$11,260,348.33	$549,514.16	**$11,809,862.49**
		Total:	**CAD$**	**$11,809,862.49**

Gowling WLG (Canada) LLP
Suite 1600, 421 7th Avenue SW
Calgary AB T2P 4K9 Canada

T +1 403 298 1000
F +1 403 263 9193
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

SCHEDULE "B"

LIST OF GUARANTORS

- Darrel Monette,
- Monette Farms USA, Inc.,
- DMO Holdings Ltd.,
- Goat's Peak Winery Ltd.
- Monette Farm Family Trust,
- Nexgen Seeds Ltd,
- Monette Seeds USA, LLC.,
- Monette Farms Arizona, LLC,
- DMO Holdings USA, Inc.,
- Monette Farms Ontario Corp.,
- Monette Seeds Ltd.,
- Monette Farms BC Ltd.,
- Monette Produce Ltd.,
- Monette Farms Land Limited Partnership,
- Monette Farms Land II Limited Partnership,
- Monette Farms BC Limited Partnership,
- Monette Land Corp.,
- Monette Farms Land GP Ltd.,
- Monette Farms Land II GP Ltd.,
- Monette Farms BC GP Ltd.

NOTICE OF INTENT BY SECURED CREDITOR

Applicable to Commercial Farmers Only

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security, plus service time.
A copy of this notice must be sent to the Farm Debt Mediation Service (FDMS) Administrator.

As required under Section 21 of the Farm Debt Mediation Act, you are hereby notified that it is the intent of:

Secured creditor name and address

Name of secured creditor
Farm Credit Canada

Email address of secured creditor or authorized representative	Phone number of secured creditor or authorized representative
sam.gabor@gowlingwlg.com	403 298 1946

To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Farmer's address

Full name of farmer or business name
Monette Farms Ltd.

Unit/Suite/Apt.	Street Number	Number Suffix	Street Name	Street Type

Street direction	PO Box or Route Number	Municipality (City, Town, etc.)	Province	Postal code
	PO BOX 1298 Stn Main	Swift Current		S9H 3X4

	The security being (type(s) of security)	on (asset(s))
	Loan and Security Agreement (Livestock) dated Dec 5, 2024	Attached as Schedule "A"



Signature of secured creditor or authorized representative

2026-04-16
Date

If you are currently engaged in commercial farming, you are hereby notified of this intended action and advised of your right to apply for a review of your financial affairs, mediation with your creditors, and a stay of proceedings.

The FDMS is a free service offered by the Government of Canada. You can apply for mediation and a stay of proceedings at any time, including before, during, or after the 15 business day period, by submitting an application to the FDMS. The FDMS provides a qualified farm financial consultant to review your finances and to prepare a recovery plan for your mediation meeting. FDMS also provides a qualified mediator to help you and your creditors reach a mutually acceptable arrangement.

Contact the FDMS

Website: agriculture.canada.ca/fdms
Email: aafc.fdms-smmea.aac@agr.gc.ca
Phone toll free: 1-866-452-5556
Fax toll-free: 1-833-902-8388

Mailing Address
Farm Debt Mediation Service
Agriculture and Agri-Food Canada
Box 3200
Winnipeg MB R3C 1M8

Farm Debt Mediation Services Privacy Notice
Your personal information will be handled in accordance with the Privacy Act. This gives you the right to the protection and correction of, and access to, your personal information. If you have questions regarding how your rights may be exercised, you can contact AAFC's Access to Information and Privacy Director at aafc.atip-aiprp.aac@agr.gc.ca. You also have the right to file a complaint with the Office of the Privacy Commissioner of Canada concerning AAFC's handling of their personal information. For more details on the collection, use, disclosure, and retention of your personal information, please see the AAFC specific Farm Debt Mediation Service Personal Information Bank AAFC PPU 227.

Schedule A to the Notice of Intent by Secured Creditor

1. All cattle that have been or will be purchased by you, in whole or in part, with funds provided by the Credit Facility, whether such cattle are tagged, unbranded or branded with a registered brand, including but not limited to:

   In Saskatchewan, Canada: "S/A" at any of six locations (right hip, left hip right rib, left rib, right shoulder, left shoulder);

   In Alberta Canada: "S/A" at any of six locations (right hip, left hip, right rib, left rib, right shoulder, left shoulder); or "Shelter over anchor" at any location. In Manitoba Canada: "S/A" at any of four locations (right hip, left hip, right shoulder, left shoulder); in British Columbia, Canada: "S/A" at any of four locations (right hip, left hip, right rib, left rib);

   or such other registered Finance Brands as Stockmen's or FCC may designate, wherever located;

2. All cattle acquired in substitution for such cattle;

3. All offspring of such cattle, whether born or unborn;

4. If applicable, all security deposits and any interest accrued thereon given by you as security for the Credit Facility including, without limitation, the Security Deposit (as such term is defined hereinafter);

5. All documents of title, whether negotiable or otherwise, including all warehouse receipts and bills of lading, relating to such cattle, offspring and proceeds;

6. All credits, insurance indemnities, money, proceeds, including proceeds of proceeds, and other sums received from time to time which are related to such cattle and offspring;

7. All future contracts, investment positions or contracts made on a commodity exchange for the purpose of managing risk related to the cattle and offspring purchased by you or for your benefit, in whole or in part, with credit facilities made from time to time by FCC.

This is **Exhibit "Q"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

Kamryn Wiest

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of March 14, 2024.

BETWEEN:

SODERGLEN RANCHES LTD. and

JANE E. GRAD

(collectively, the "Vendor")

AND:

MONETTE FARMS LTD.

(the "Purchaser")

WHEREAS:

A. The Vendor is the legal and beneficial owner of the Property (as hereinafter defined); and

B. The Vendor has agreed to sell the Property to the Purchaser and the Purchaser has agreed to purchase the Property from the Vendor on and subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

1.1 **Definitions** - In this Agreement, the following terms have the following meanings unless the context otherwise requires:

(a) "**Agreement**" means this agreement and all schedules, as amended, supplemented, restated, extended, renewed or replaced from time to time;

(b) "**Applicable Laws**" means (i) any statute, law (including common law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (ii) any judgment, order, writ, injunction, decision, ruling, decree or award; (ii) any regulatory policy, practice, request, guideline or directive; or (iv) any franchise, licence, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority, binding on or affecting the person referred to in the context in which the term is used or binding on or affecting the property of that person, in each case whether or not having the force of law;

(c) "**Business Day**" means Monday to Friday inclusive of each week, excluding days which are statutory holidays in Alberta and days when banks in Alberta or the Land Titles Office is closed for business;

(d) "**Closing Date**" means April 12, 2024;

(e) "**Completion**" means the completion of the closing of the Transaction on the Closing Date;

(f) "**Deposit**" means Two Hundred and Fifty-Seven Thousand, Six Hundred Dollars ($257,600.00);

(g) "**Deposit Holder**" means Beaumont Church LLP;

(h) "**Equipment**" means the equipment and tools reasonably required for the operation of the farm and ranch on the Real Property including but not limited to, all:

(i) Cattle handling equipment;
(ii) Feed bunks;
(iii) Solar water systems on dug-out;
(iv) Office furniture and equipment;
(v) Washers, dryers, refrigerators and stoves located in each of the houses;
(vi) Tools located in the shop;
(vii) Fuel tanks and card system;
(viii) Power generators;

but for certainty excluding the "Major Equipment" listed in Schedule "G" hereto;

(i) "**Furnishings**" means, in relation to the Residence, all furniture (including the grand piano); goods attached to the property and all unattached goods located within the Residence but excluding all artwork (other than the curved painting of the ranch) and personal property of the Vendor;

(j) **Governmental Authority**" means the government of Canada or any other nation, or of any of its political subdivisions, whether provincial, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies;

(k) "**GST**" means goods and services tax payable under the *Excise Tax Act* (Canada);

(l) "**Land Titles Office**" means the Alberta Land Titles Office established pursuant to the *Land Titles Act*;

(m) "**Permitted Encumbrances**" means those caveats, instruments and other items listed in Schedule C attached hereto;

(n) "**Leases"** means any lease between the Vendor and any third party to this Agreement for the purposes of oil and gas extraction or transmission which shall survive the Completion and be assigned to the Purchaser on the Closing Date;

(o) **"Lease Back"** means the lease of the Residence located on the Real Property in the format as provided in Schedule D attached hereto;

(p) "**Person**" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity;

(q) "**Property**" means the Real Property, the Equipment, the Furnishings and the Rights;

(r) "**Purchase Price**" means Twenty Million One Hundred and Forty Four Thousand Dollars ($20,144,000.00), subject to adjustments as outlined herein;

(s) "**Purchaser's Condition"** means that condition for the Purchaser's benefit as set out in Section 2.5;

(t) **"Purchaser's Solicitors**" means Lawson Lundell LLP, Attention: Shaun Partridge K.C.;

(u) **"Real Property "** means:

(i) the lands legally described in Schedule A, hereinafter referred to as the "Cash Lands" and

(ii) the lands legally described in Schedule B, hereinafter referred to as the "Mortgaged Lands";

(v) **"Reference Date**" means the date a copy of this Agreement, accepted and signed by the Vendor and the Purchaser, is received by both the Vendor and the Purchaser;

(w) "**Registration Documents**" means the Transfer, any appurtenant affidavits and the VTB Mortgage;

(x) "**Residence**" means the home located on a portion of the Real Property, the short legal description of which is SW-5-28-1-W5, in which Jane Grad currently resides;

(y) "**Rights**" means all rights, intangible assets and benefits pertaining to the Real Property, that are assigned to the Purchaser as contemplated in this Agreement, including:

(i) all of the Vendor's rights and benefits pertaining to the Property;

(ii) the improvements and amenities on the Real Property, including, without limitation all community infrastructure (roadways, sewer, and water infrastructure), if applicable; and

(iii) the Permitted Encumbrances;

(z) "**Statement of Adjustments**" means the statement of adjustments in respect of the Transaction;

(aa) "**Transaction**" means the Purchaser's purchase of the Property pursuant to this Agreement;

(bb) "**Transfer**" means the registrable transfer(s) of land required to transfer title to the Real Property by the Vendor to the Purchaser or as the Purchaser directs;

(cc) "**Vendor's Condition"** means that condition for the Vendor's benefit as set out in Section 2.6;

(dd) "**Vendor's Solicitors**" means Beaumont Church LLP, Attention: Stanley A. Church, KC; and

(ee) "**VTB Mortgage**" means the vendor take-back mortgage to be granted by the Purchaser on the Closing Date to the Vendor and registered as a first mortgage against the titles to the Mortgaged Lands in the amount of $16,967,000.00 in the form attached hereto as Schedule E.

1.2 **Schedules** - The schedules to this Agreement, as listed below, are an integral part of this Agreement:

(a) Schedule A – Cash Lands

(b) Schedule B – Mortgaged Lands

(c) Schedule C - Permitted Encumbrances

(d) Schedule D – Lease Back

(e) Schedule E – VTB Mortgage

(f) Schedule F – Subdivision diagram

(g) Schedule G – Excluded Equipment

1.3 **References and Headings** - The references to Articles, sections and Schedules refer to Articles, sections or subsections of or Schedules to this Agreement. The headings of the Articles, sections, Schedules and any other headings, captions or indices are inserted for convenience of reference only. Unless otherwise indicated, any reference to time shall refer to Mountain Standard Time or Mountain Daylight Saving Time, during the respective intervals in which each is in force in Alberta.

1.4 **Singular/Plural and Derivatives** - The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits. Where a term is defined in this Agreement, a derivative of such term shall have a corresponding meaning unless the context otherwise requires.

1.5 **Including** - The word "including", when following any general term or statement, and whether or not it is followed by such words as "without limitation", is not to be construed as limiting the general term or statement to the specific items or matters or to similar items or matters, and the general term or statement will be interpreted to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.

1.6 **Knowledge of the Vendor** - For the purpose of this Agreement, where reference is made to the Vendor having knowledge or actual knowledge, or reference is made "to the best of the Vendor's knowledge", all such references shall be deemed to be solely to the actual knowledge, without external inquiry, of the individuals comprising the Vendor.

1.7 **Statutory References** - Any reference to a statute of any Governmental Authority shall include and shall be deemed to be a reference to the statute and the applicable regulations or orders and all amendments and in force from time to time, and to any statute, regulation

or order that may be passed which has the effect of supplementing the statute so referred to or the applicable regulations or orders.

1.8 **Currency** - All dollar amounts in this Agreement are in Canadian dollars.

2. PURCHASE AND SALE, PRICE, DEPOSIT AND PAYMENT

2.1 **Purchase and Sale** - The Vendor agrees to sell the Property to the Purchaser and the Purchaser agrees to buy the Property from the Vendor at the Purchase Price and on and subject to the terms and conditions in this Agreement. Machinery is not included in the within sale and the Vendor and the Purchaser shall deal with the machinery separately from the within Purchase Agreement.

2.2 **Payment of Purchase Price** - The Purchaser shall pay the Purchase Price for the Property as follows:

(a) by the payment of the Deposit which shall be paid, in trust to the Deposit Holder within three (3) Business Days after execution and delivery of this Agreement by the Vendor and the Purchaser and shall be non-refundable;

(b) by payment of $2,919,400.00, subject to adjustments, by way of solicitor's trust cheque, bank draft or wire transfer to the Vendor's Solicitors on or before the Closing Date, in trust pending confirmation of Completion; and

(c) the granting of the VTB Mortgage in the sum of $16,967,000.00 by the Purchaser to the Vendor on the Closing Date.

2.3 **Deposit** - The Deposit shall be held in trust by the Deposit Holder and dealt with as follows:

(a) In the event that the Purchaser's Condition contained in Section 2.5 is not waived on or before March 22, 2024, the Deposit shall be returned to the Purchaser or if the Vendor's Condition is not satisfied nor waived as set out in Section 2.6 then the Deposit shall be returned to the Purchaser;

(b) on Completion, the Deposit shall be credited to the Purchase Price or if the Purchaser fails to complete the Transaction or if the Purchaser repudiates this Agreement, in each case other than as a result of the Vendor's default, then the Deposit shall be forfeited to the Vendor as liquidated damages, as a genuine pre-estimate of its damages and in full and final settlement of any claim which the Vendor may have against the Purchaser; or

(c) if the Vendor fails to complete the Transaction or if the Vendor repudiates this Agreement, in each case other than as a result of the Purchaser's default, then the Deposit shall be refunded upon the Purchaser's demand, but without prejudice to any other rights and remedies which the Purchaser may have at law or in equity.

2.4 **Allocation** – The parties hereto agree to apportion the Purchase Price as follows:

(a) Residence: $3,000,000.00

(b) Other Buildings $ 500,000.00

(c) Cash Lands $2,576,000.00

(d) Mortgage Lands $14,068,000.00

2.5 **Purchaser's Condition:** This Agreement of Purchase & Sale is made subject to the following condition, which if not satisfied or waived by the Purchaser in writing (with notice of such satisfaction or waiver being provided to the Vendor) on or before March 22, 2024, shall render this Agreement of Purchase & Sale void:

a) The Purchaser to inspect, examine and approve, in the Purchaser's sole and absolute discretion, the Lands and Permitted Encumbrances.

If the above condition is not satisfied nor waived by notice in writing on or before March 22, 2024, then the Deposit shall be paid to the Purchaser and this offer shall terminate and be of no further force and effect and neither party hereto shall have any claim against the other party arising out of this offer or acceptance hereof.

2.6 **Vendor's Condition:** it is a condition of the within Agreement of Purchase & Sale that the within sale will not be completed unless the Agreement of Purchase & Sale entered into between Soderglen Ranches Ltd. as Vendor and Bonnefield Canadian Farmland LP V as presented by its general partner, Bonnefield GP V Inc. as Monette Farms Ltd. as purchaser, is duly completed on April 12, 2024.

2.7 Subdivision:

(a) the parties acknowledge that the Vendor is applying for subdivision whereby the northerly 98.65 Acres of the SW 5-28-1-W5M and the northerly 115.63 Acres of the SE 6-28-1-W5M will be created as a separate title and the remainder (the southerly portion) of the SW 5-28-1-W5M will be consolidated with the NW 32-27-1-W5M and the remainder (the southerly portion) of the SE 6-28-1-W5M will be consolidated with the NE 31-27-1-W5M, all of which is as shown on Schedule F attached hereto;

(b) the parties acknowledge the subdivision will not be completed on the Closing Date, however the Vendor undertakes to use its best reasonable efforts to complete this subdivision. Further, the Purchaser, who will then be the title holder and the Vendor, who will then be the Mortgagee, agree to co-operate in completing the subdivision, the costs of which will be paid by the Vendor.

3. VENDOR'S REPRESENTATIONS AND WARRANTIES

3.1 **Vendor's Representations and Warranties** –

The Vendor represents and warrants to the Purchaser as representations and warranties that are true at the Reference Date and will be true on the Closing Date, and acknowledges that the Purchaser has relied on these in entering into this Agreement, that:

(a) **Vendor's Status.** The corporate Vendor is a corporation organized and existing under the laws of Alberta, and has the power, authority and capacity to own and acquire property, to enter into this Agreement and to carry out its terms, all of which has been, or by the Closing Date shall have been, duly and validly authorized by all necessary corporate proceedings;

(b) **Power and Authority.** The Vendor has the requisite power and authority to enter into this Agreement, to perform the obligations and covenants of the Vendor

herein, which includes without limitation, the covenant to cause the Real Property to be conveyed to the Purchaser;

(c) **Ownership.** The Vendor is the registered and beneficial owner of the Property and has good and marketable title thereto free and clear of any liens or encumbrances, save and except for the Permitted Encumbrances;

(d) **No breach.** The Completion shall not constitute a breach by the corporate Vendor of the Vendor's constating documents

(e) **Power to transfer.** The Vendor has sole and absolute right and power to transfer good title to the Real Property free and clear of all charges, mortgages, interests, liens, pledges, easements or other encumbrances except for the Permitted Encumbrances;

(f) **No options**. No person, firm or corporation has any agreement, option or right capable of becoming an agreement, option or right for the purchase of all or any part of the Property.

(g) **Consents and Approvals.** All consents and approvals required in relation to the sale and transfer of the Property to the Purchaser have been obtained;

(h) **Claims or proceedings**. There are no claims, actions or proceedings pending, or to the Vendor's knowledge, threatened in law or in equity that could materially interfere with the use and enjoyment of the Land or the occupancy or use of all or any part of any of the Land by the Purchaser or which could affect the Purchaser's right to own, occupy and obtain revenue from the Land or with respect to the Vendor which, if decided adversely could materially affect the ability of the Vendor to comply with its obligations hereunder;

(i) **No material latent defects**. To the Vendor's knowledge there are no material latent defects present in any of the Real Property that would not be immediately apparent upon a reasonable inspection;

(j) **Other agreements**. Other than the Permitted Encumbrances, there are no other agreements in relation to or affecting the Real Property which will be binding on the Purchaser after the completion of the purchase of the Real Property pursuant to this Agreement;

(k) **Compliance with environmental laws**. To the best of the Vendor's knowledge and belief the Vendor and its use of the Real Property has at all times been in material compliance with all environmental laws;

(l) **Contaminants.** To the best of the Vendor's knowledge and belief the Vendor has not released or permitted the release of contaminants, and to the knowledge of the Vendor, there are or were no contaminants located on, at, in or under the Real Property, except as may be immaterial and/or collected and temporarily stored in the normal course of the business of the Vendor in compliance with all environmental laws;

(m) **No restrictions**. To the best of the Vendor's knowledge and belief the assets of the Vendor are capable of and are not restricted by any authorization or contract

from, being operated in the ordinary course while remaining in compliance with environmental laws;

(n) **No notices.** To the best of the Vendor's knowledge and belief the Vendor has not received and has no basis to expect receipt of any directive, inquiry, notice, order, warning or other communication from any governmental entity or other persons that relates to any contaminants or any alleged actual or potential violation or failure to comply with any environmental laws, or of any alleged actual or potential obligation to undertake or bear the cost of any remediation related to breach of environmental laws;

(o) **Residency.** The Vendor is not now, nor will it be at the Closing Date a non-resident of Canada or an agent or trustee for anyone with an interest in the Real Property who is or will be at the Closing Date a non-resident of Canada, all within the meaning of the *Income Tax Act* of Canada.

(p) **Leases.** Each of the Leases is in full force and effect and there is no dispute or default existing in connection therewith.

3.2 **Purchaser's Representations and Warranties** - The Purchaser represents and warrants to the Vendor as representations and warranties that are true at the Reference Date and will be true on the Closing Date, and acknowledges that the Vendor has relied on these in entering into this Agreement, that:

(a) **Purchaser's Status.** The Purchaser is a corporation organized and existing under the laws of Alberta, and has the power, authority and capacity to own and acquire property, to enter into this Agreement and to carry out its terms, all of which has been, or by the Closing Date shall have been, duly and validly authorized by all necessary corporate proceedings; and

(b) **No Breach.** The Completion shall not constitute a breach by the Purchaser of the Purchaser's constating documents.

3.3 **Survival** - The representations and warranties contained in section 3.1 and 3.2 shall survive the Closing Date and shall continue in full force and effect for a period of twenty four (24) months following the Closing Date.

3.4 **Disclosure Qualifications** - If the Vendor or Purchaser has actual knowledge or information prior to Closing of matters then existing which, in the opinion of the Vendor or the Purchaser, acting reasonably, materially affects the accuracy of the representations and warranties of the Vendor or the contents of any certificate of the Vendor to be delivered pursuant to the terms hereof, the Vendor or the Purchaser, as the case may be, shall immediately communicate such information to the other by way of a notice specifically referring to the representation and warranty or certification. If the Vendor or the Purchaser delivers such notice regarding such knowledge or information, the Purchaser shall have the option, in its sole and absolute discretion, to complete the Transaction as contemplated herein, or terminate the Agreement. In the event the Purchaser elects to terminate this Agreement, the Deposits shall be refundable to the Purchaser forthwith without prejudice to any other rights and remedies which the Purchaser may have at law or in equity

3.5 **As Is Where Is** - Subject to the representations, warranties and covenants in this Agreement or contained in any closing documents delivered by the Parties hereunder,

and except as otherwise set out in this Agreement, the Property is being purchased and assumed by the Purchaser on an "as is, where is" basis as of the Closing Date. The provisions of this Section 3.5 shall not merge on, but shall survive Closing.

3.6 **Realty Tax Appeals** - No realty tax appeals are currently pending and none will be undertaken by the Vendor prior to the Closing Date. In the event the Purchaser initiates any realty tax appeals after the Closing Date and the realty taxes assessed for the period prior to the Closing Date are increased, the Purchaser shall be solely responsible for, and shall indemnify and hold harmless the Vendor therefore, which indemnity shall survive the closing of the Transaction.

4. ACCESS, AUTHORIZATIONS AND SURVEY

4.1 **Authorizations** - The Vendor authorizes the Purchaser and its representatives, consultants and agents to meet with or correspond with the applicable Governmental Authorities for the purpose of verifying the accuracy of the Vendor's covenants, warranties and representations contained in this Agreement, including compliance with laws, regulations, bylaws and assessments. The Vendor shall promptly at the Purchaser's request execute and deliver any authorizations reasonably required by the Purchaser to authorize the applicable Governmental Authorities to release the information to the Purchaser but not requesting inspections.

5. INSURANCE, CONTRACTS.

5.1 **Insurance** - The Vendor shall maintain insurance coverage concerning the Real Property in full force and effect up to and including the Closing Date in such amounts and on such terms as would a prudent owner.

6. CLOSING DATE AND PROCEDURE

6.1 **Closing** - The closing of the Transaction shall take place at 1:00 pm Alberta Time, on the Closing Date.

6.2 **Vendor's Closing Documents** - On or before the date that is seven (7) Business Days prior to the Closing Date, the Vendor shall deliver to the Purchaser's Solicitors, properly executed and in registrable form where applicable, the following documents, which shall be in form and substance approved by the Purchaser's Solicitors and the Vendor's Solicitors, each acting reasonably under trust conditions that are reasonable and would be customarily utilized in a similar title insurance transaction in Alberta:

(a) the Transfer;

(b) the Statement of Adjustments;

(c) an undertaking to readjust all items on or omitted from the statement of adjustments, which undertaking will include an undertaking to execute and deliver any documents reasonably requested in relation to the Transaction which were inadvertently not requested prior to and/or delivered at Closing;

(d) a certificate certifying that the Vendor is not a non- resident of Canada for the purpose of the *Income Tax Act* (Canada) and is not an agent or trustee for such parties;

(e) a certificate of the Vendor dated as of the Closing Date and certifying that all of the Vendor's representations and warranties in this Agreement are true and correct and that the Vendor's agreements to be observed and performed, and the Vendor's documents to be delivered, on or before the Closing Date pursuant to the terms of this Agreement have been duly observed, performed and delivered;

(f) such statutory declarations or certificates relating to the Real Property as are reasonably required by the Purchaser's title insurer, if any, to issue a title insurance policy relating to the Real Property provided such declarations or certificates do not amend or extend the representations and warranties of the Purchaser beyond what is provided in this Agreement;

(g) An assignment of any Leases or Permitted Encumbrances for which such an assignment is required (the "Assignment of Leases");

(h) the VTB Mortgage;

(i) the Lease Back; and

(j) such other documents as may be reasonably required by the Purchaser to give full effect to the Transaction.

Where applicable, drafts of the items referred to above will be prepared by the Vendor's Solicitors and delivered to the Purchaser's Solicitors. All documentation will be in form and substance acceptable to the Purchaser and the Vendor each acting reasonably and in good faith.

6.3 **Purchaser's Closing Documents** - On or before the Closing Date, the Purchaser shall deliver the Purchase Price, and duly execute and deliver to the Vendor's Solicitors, properly executed and in registrable form where applicable, the following documents in a form satisfactory to the Vendor's Solicitors and the Purchaser's Solicitors, each acting reasonably, under trust conditions that are reasonable and would be customarily utilized in a similar title insurance transaction in Alberta:

(a) the VTB Mortgage;

(b) the undertaking to re-adjust on a post-closing basis;

(c) a certificate satisfactory to the Vendor's Solicitors, acting reasonably, confirming those matters as are set out in Section 7.3;

(d) a certificate of an officer of the Purchaser dated as of the Closing Date and certifying that all of the Purchaser's representations and warranties in this Agreement are true and correct and that the Purchaser's agreements to be observed and performed, and the Purchaser's documents to be delivered, on or before the Closing Date pursuant to the terms of this Agreement have been duly observed, performed and delivered;

(e) the Lease Back;

(f) The Assignment of Leases; and

(g) such other documents as may be reasonably required by the Vendor to give full effect to the Transaction.

Where applicable, drafts of the items referred to above will be prepared by the Purchaser's Solicitors and delivered to the Vendor's Solicitors on or before the date that is three (3) Business Days prior to the Closing Date for the Vendor's Solicitors review. All documentation will be in form and substance acceptable to the Purchaser and the Vendor each acting reasonably and in good faith.

6.4 **Trust Conditions** - The documents and funds referenced in Sections 6.2 and 6.3 shall be delivered on and subject to such reasonable and customary Calgary trust conditions as are agreed upon by the Vendor's Solicitors and the Purchaser's Solicitors, both acting reasonably. In the event that the Vendor's Solicitors and the Purchaser's Solicitors are unable to agree upon the trust conditions to govern the Completion, then such trust conditions shall be determined by an experienced commercial real estate solicitor in the City of Calgary, Alberta appointed by the mutual agreement of the Vendor and the Purchaser or by a Court of competent jurisdiction on application by the Vendor or Purchaser.

6.5 **Completion** – On the Closing Date, the Purchaser will deliver to the Vendor the Purchase Price, the executed VTB Mortgage and the executed Lease Back and the Vendor will deliver to the Purchaser the executed Lease Back and vacant possession of the Property, subject only to the Lease Back and Permitted Encumbrances. In the event that the Purchase Price is not paid in full on or before the Closing Date (1:00 pm Alberta Time), if the Vendor agrees to accept late payment of the Purchase Price, the Purchaser shall pay interest on the Purchase Price at the rate of eight (8%) percent per annum, accrued and compounded monthly, not in advance.

7. COSTS AND TAXES

7.1 **Registration Fees and VTB Mortgage** - The fees for the registration of the Registration Documents in the Land Titles Office shall be paid by the Purchaser. The Purchaser shall pay the reasonable legal fees for preparation of the VTB Mortgage which will be prepared by the Vendor's solicitor.

7.2 **Cost to Clear Title** - The cost of obtaining and registering any documents required to clear title to the Real Property of any caveats and instruments not constituting Permitted Encumbrances shall be borne by the Vendor. To the extent reasonably necessary, the Purchaser shall assist the Vendor in respect of the foregoing after Completion and all reasonable costs and expenses associated with such assistance shall be borne and paid by the Vendor. The foregoing obligation shall survive Completion.

7.3 **GST** - In addition to the Purchase Price, the Purchaser shall as at the Closing Date be responsible for all GST in respect of the Transaction calculated in accordance with the relevant provisions of the *Excise Tax Act* (Canada). The Purchaser represents and warrants that it is now and shall on the Closing Date be registered for the purposes of Part IX of the *Excise Tax Act* (Canada). By virtue of this registration and the provisions of the *Excise Tax Act* (Canada), the Purchaser covenants to assume the liability for GST in respect of this Transaction. The Purchaser further covenants that it shall either pay the GST payable in respect of this Transaction directly to Canada Revenue Agency or complete and execute and submit to Canada Revenue Agency all such forms, returns, filings and reports and do all other things that are necessary or required pursuant to the *Excise Tax Act* (Canada) in lieu of the payment of such GST, all in the manner and within the time limits prescribed in the *Excise Tax Act* (Canada). The Purchaser hereby agrees to indemnify and save the Vendor harmless from and against all liabilities, costs and expenses that the Vendor may incur or become subject to as a result of a default by the

Purchaser of its obligations pursuant to this section. The provisions of this section shall survive the Closing Date and the purchase and sale of the Property.

8. POSSESSION

8.1 **Possession** – Subject to payment of the Purchase Price on the Closing Date the Purchaser shall be entitled to and shall receive vacant possession of the Real Property subject only to the Lease Back and the Permitted Encumbrances.

9. ADJUSTMENTS

9.1 **Adjustments** - All adjustments relating to the Real Property, both incoming and outgoing, including property taxes, surface lease rentals and all other matters customarily the subject of adjustment on the sale of similar real property in Rocky View County, Alberta, shall be adjusted between the Vendor and the Purchaser as at the Closing Date so that the Vendor shall bear and pay all expenses and receive all income related to the Property prior to the Closing Date. The Purchaser shall bear and pay all expenses and receive all income related to the Real Property from and including the Closing Date. The Closing Date shall be for the account of the Purchaser.

9.2 **Further Adjustments** - A further adjustment for the items described in section 9.1 which could not be finally adjusted on the Closing Date will be made within one (1) year of the Closing Date or such earlier date when the information required to complete such calculation is available. The foregoing undertaking to readjust shall be included in an agreement to adjust to be executed by both parties and delivered on the Closing Date.

10. RISK AND INTERIM OPERATION

10.1 **Interim Operation** - The Vendor agrees that, until the closing of the Transaction, it shall cause the operation of the Real Property to be continued and carried out in the same manner as would a reasonable and prudent owner of property of a comparable type, age, class and location.

10.2 **Risk** - The Real Property shall be at the Vendor's risk until Completion and then at the Purchaser's risk.

10.3 **Damage or Expropriation Before Closing** - If before Completion, the Real Property is Materially Damaged or the Vendor receives a notice of expropriation of all or a material part of the Real Property, the Vendor will immediately provide the Purchaser with written notice of same and the Purchaser may, within Ten (10) Business Days after having received notice of such event, elect in writing:

(a) not to complete the Transaction in which case the Deposits shall be returned to the Purchaser, this Agreement shall be null and void and the Vendor and the Purchaser shall have no further obligations to, nor rights against, the other concerning this Agreement, except for the Purchaser's obligations; or

(b) to complete the Transaction in which case Completion shall be on the following terms and conditions insofar as they are applicable:

(i) in the case of expropriation, all expropriation proceeds or compensation shall be assigned and shall be payable to the Purchaser and that part of the Real Property not so expropriated shall be sold to the Purchaser and

shall be the subject of the representations and warranties in this Agreement; or

(ii) in the case of the Real Property being Materially Damaged, the representations and warranties shall be limited to exclude the effect of such damage and the benefit of any existing insurance policies and all related payments shall be assigned and shall be payable to the Purchaser and the Purchaser shall be credited with any insurance deductibles.

11. SINGLE TRANSACTION

11.1 **Multiple Vendors** – Notwithstanding the Vendor is comprised of multiple parties each owning undivided interests in the Real Property, all parties agree that this Transaction shall be a single transaction and that each of the parties comprising the Vendor agree to the terms of this Agreement.

11.2 **Vendor's Solicitors** – the parties comprising the Vendor agree that each party comprising the Vendor shall instruct the Vendor's Solicitors with respect to any reasonable closing undertakings and conditions, including the discharge of any encumbrances which are not Permitted Encumbrances.

11.3 **Purchaser's Solicitors** – the Purchaser agrees that the Purchaser shall instruct the Purchaser's Solicitors with respect to any reasonable closing undertakings.

12. MISCELLANEOUS

12.1 **Tender** - Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the Closing Date. Money must be tendered by wire/internet transfer, solicitor's trust funds or bank draft to the Vendor's Solicitors. Where not inappropriate or inapplicable, tender may be made via email with pdf attachments and/or facsimile delivery, with fully-inked originals of same to be delivered/exchanged on or before the fifth Business Day after Closing, except for delivery of the Transfer which must be delivered to the Purchaser's Solicitors by personal delivery (including courier) within the time set out for such delivery in section 6.2 hereof. If the Vendor, for whatever reason, is unable or unwilling to close and the parties have not agreed to waive tender, the Vendor agrees that tender by the Purchaser will have been met where all closing documents to be signed by the Purchaser are signed by it and delivered to the Vendor's Solicitors either by personal delivery (including courier), fax or by email with pdf attachments, and that it will be sufficient for the Purchaser to tender closing funds by having the Purchaser's Solicitors confirm in writing (including email) to the Vendor's Solicitors that the Purchaser and/or its lender has funds and is able to electronically forward same to the Vendor's Solicitors' trust account or provide wire transfer on the Closing Date; and that it will not be necessary for the Purchaser to actually attend at the offices of the Vendor's Solicitors or the relevant registry/land titles office with original documents and an original certified cheque/money order for the closing funds in order for tender to have been sufficiently and properly made by the Purchaser. If the Purchaser, for whatever reason, is unable or unwilling to close and the parties have not agreed to waive tender, the Purchaser agrees that tender by the Vendor will have been met where all closing documents to be signed by the Vendor are signed by it and delivered to the Purchaser's Solicitors, either by personal delivery (including courier), fax or by email with pdf attachments (except for delivery of the Transfer which must be delivered to the Purchaser's Solicitors by personal delivery (including courier) within the time set out for such delivery in Section 6.2 hereof), and that it will not be necessary for the Vendor to

actually attend at the offices of the Purchaser's Solicitors or the relevant registry/land titles office with original documents in order for tender to have been sufficiently and properly made by the Vendor.

12.2 **Time of Essence** - Time shall be of the essence of this Agreement.

12.3 **Notices** - Any notice to be given under this Agreement shall be in writing and shall be validly given if delivered, transmitted by facsimile, email or mailed in Alberta by prepaid registered post as follows:

To the Purchaser at:

Monette Farms Ltd.
Box 1298, Swift Current, SK S9H 3X4
Attention: Mr. Darrel Monette
Email: darrel@monettefarms.ca

With a copy by email to: david@monettefarms.ca

And a copy by email to:

Lawson Lundell LLP
1100, 225 6th Avenue SW
Calgary, Alberta, T2P 1N2
Attention Shaun Partridge K.C.
Email: spartridge@lawsonlundell.com

To the Vendor at:

Beaumont Church LLP
300, 2912 Memorial Drive SE
Calgary, Alberta T2A 6R1
Attention: Stanley A. Church, K.C.
Email: stan.church@beaumontchurch.com

or to such other address, email address or facsimile number as a party may advise the other by notice hereunder. Any notice addressed and provided as aforesaid shall be deemed to have been given on the day of delivery or transmission by facsimile or email if a Business Day and if not a Business Day, then on the next Business Day or if mailed, on the third Business Day following the posting, provided that if there is a postal strike, dispute or slowdown, notices shall only be effective if delivered or transmitted by facsimile or e-mail.

12.4 **Entire Agreement** - This Agreement constitutes the entire agreement between the Vendor and the Purchaser concerning the Transaction and supersedes all prior agreements, letters of intent, negotiations and discussions, whether oral or written, of the Vendor and the Purchaser. There are no agreements, representations or warranties, express, implied, statutory, collateral or otherwise, except as contained in this Agreement. This Agreement shall not be amended except in a written instrument executed by both the

Vendor and the Purchaser or their solicitors and stated to be an amendment to this Agreement.

12.5 **Confidentiality** - Prior to the Closing Date, and in the event the Transaction is not completed, the Vendor and the Purchaser and their respective consultants, agents, lenders, advisors, investors and solicitors (collectively, the "**Representatives**") shall keep the terms and conditions of this Agreement confidential and the Purchaser and its Representatives shall keep confidential all other information and documentation delivered or obtained relating to the Vendor or the Property. From and after the Closing Date, the Vendor and its Representatives shall use reasonable commercial efforts in the circumstances to keep confidential all information relating to the Property and both the Vendor and the Purchaser and their Representatives shall, subject to legal and accounting requirements, keep the terms of this Agreement confidential, recognizing that the Vendor is a reporting issuer. The confidential information referred to in this section shall not include:

(a) public information or information in the public domain at the time of receipt by the Purchaser or the Vendor or their respective agents and advisors;

(b) information which becomes public through no fault of the Purchaser or the Vendor or their respective agents and advisors;

(c) information in the possession of the Purchaser or Vendor not provided solely by the other party or its agents, consultants or the manager of the Property (unless otherwise provided in confidence as well);

(d) information required to be disclosed by law;

(e) information that may be disclosed at law or deemed desirable to be disclosed by a reporting issuer in Canada; and

(f) information received in good faith from a third party lawfully in possession of the information and not in breach of any confidentiality obligations.

Any public announcement or disclosure relating to this transaction shall only be in such form and of such content as is first approved of in writing by the Vendor and the Purchaser. This Section 12.5 shall survive termination of this Agreement.

12.6 **Assignment** – The Purchaser shall have the right to assign this Agreement to a subsidiary or affiliate of the Purchaser without the consent of the Vendor. Any other assignment by the Purchaser shall require the Vendor's prior written consent. Upon any such assignment the Purchaser shall be released from its obligations herein and the Vendor shall have no further recourse against the Purchaser.

12.7 **Costs and Expenses** - Each of the Vendor and the Purchaser shall bear its own costs and expenses incurred or to be incurred in negotiating and preparing this Agreement and in the closing thereof. The Purchaser shall pay the legal fees for preparation of the VTB mortgage which shall be prepared by the Vendor's solicitor. All registration fees for the Transfers and Mortgage shall be borne by the Purchaser.

12.8 **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of Alberta and the applicable laws of Canada. The Vendor and the Purchaser agree to submit to the jurisdiction and the courts of Alberta concerning any dispute relating

to this Agreement or the Transaction and to appoint respective agents for the receipt and service of process in Alberta.

12.9 **No Merger** – It is agreed that all covenants, representations and warranties of the Purchaser and the Vendor herein contained shall remain in full force and effect on the Closing Date and shall not be deemed to have merged on the delivery of the transfer from the Vendor to the Purchaser but shall survive thereafter.

12.10 **Severability** - If any term or condition of this Agreement or its application to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement and the application of that term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12.11 **Binding Effect** - This Agreement shall benefit and bind the Vendor, the Purchaser and their respective successors and permitted assigns.

12.12 **Further Assurances** - Each of the Vendor and the Purchaser shall at all times execute and deliver, at the request of the other, all further documents and shall do all further acts as may be reasonably required by the other to give full effect to the intent and meaning of this Agreement.

12.13 **Survival** - This Agreement shall survive the delivery and registration, where necessary, of the closing documents on the Closing Date and shall remain in full force and effect in accordance with its terms.

12.14 **Joint and Several** - If any of the parties hereto are comprised of more than one person, all agreements, obligations and liabilities of those persons shall be joint and several.

12.15 **Execution** - This Agreement may be executed and transmitted by facsimile or other electronic means and, if so executed and transmitted, this Agreement shall be for all purposes as effective as if the Vendor and the Purchaser had delivered an executed original agreement.

12.16 **Counterparts** - This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

12.17 **Business Day** - Whenever any payment is to be made or any action is to be taken under this Agreement, and said payment or action is required to be made or taken on a day other than a Business Day, the payment shall be made or action taken on the next Business Day following such day.

12.18 **Lease Back** - Upon the Closing of this Transaction the Purchaser will enter into a lease of the Property pursuant to the terms of the Lease Back attached hereto as Schedule D.

Execution page follows

IN WITNESS WHEREOF the Purchaser and the Vendor have executed this Agreement as of the Reference Date.

SODERGLEN RANCHES LTD.

Per: _____
Director

Per: _____
Director

_____
WITNESS

_____
JANE E. GRAD

MONETTE FARMS LTD.

Per: _____
Director

SCHEDULE A
CASH LANDS

PARCEL 1:

MERIDIAN 5 RANGE 1 TOWNSHIP 27
SECTION 31
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

PARCEL 2:

MERIDIAN 5 RANGE 1 TOWNSHIP 27
SECTION 32
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

MORTGAGED LANDS

PARCEL 1:

MERIDIAN 5 RANGE 2 TOWNSHIP 28
SECTION 1
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

PARCEL 2:

FIRST
MERIDIAN 5 RANGE 1 TOWNSHIP 28
SECTION 6
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SECOND
MERIDIAN 5 RANGE 1 TOWNSHIP 28
SECTION 6
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

PARCEL 3:

MERIDIAN 5 RANGE 1 TOWNSHIP 28
SECTION 5
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

PARCEL 4:

MERIDIAN 5 RANGE 1 TOWNSHIP 28
SECTION 5
QUARTER SOUTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT THE ROAD WIDENING ON PLAN 4015JK
CONTAINING 1.705 HECTARES (4.21 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

MORTGAGED LANDS

PARCEL 5:

MERIDIAN 5 RANGE 1 TOWNSHIP 27
SECTION 31
QUARTER NORTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

PARCEL 6:

MERIDIAN 5 RANGE 1 TOWNSHIP 27
SECTION 31
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

PARCEL 7:

MERIDIAN 5 RANGE 1 TOWNSHIP 27
SECTION 31
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

PARCEL 8:

FIRST
MERIDIAN 5 RANGE 1 TOWNSHIP 27
SECTION 32
QUARTER NORTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SECOND
MERIDIAN 5 RANGE 1 TOWNSHIP 27
SECTION 32
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SCHEDULE "C"
PERMITTED ENCUMBRANCES

SE 1-28-2-W5M
- 124LI Caveat Great Plains
- 751 018 583 Caveat Bighorn Energy
- 861 139 390 Caveat Bighorn Energy

S 1/2 6-28-1-W5M
- 751 119 727 Water Resources Act Certificate
- 121 008 051 Utility Right of Way

SW 5-28-1-W5M
- 901 274 264 Utility Right of Way

SE 5-28-1-W5M
- 871 056 207 Utility Right of Way
- Easement to be registered with respect to subdivision for benefit of SW 5

NW 31-27-1-W5M
- 4663LE Caveat Great Plains
- 751 014 159 Caveat Bighorn Energy
- 861 141 286 Caveat Bighorn Energy
- 861 172 298 Caveat Bighorn Energy

NE 31-27-1-W5M
- 121 152 015 Utility Right of Way

SW 31-27-1-W5M
- 123LI Caveat Great Plains
- 751 018 580 Caveat Bighorn Energy
- 861 139 391 Caveat Bighorn Energy

N 1/2 32-27-1-W5M
- 971 328 504 Caveat Advantage Energy
- 121 152 016 Utility Right of Way

SE 31-27-1-W5M
- 861 139 391 Caveat Bighorn Energy

SW 32-27-1-W5M
- Nil

SCHEDULE D

LEASE

THIS LEASE AGREEMENT made this 12th day of April, 2024.

BETWEEN:

MONETTE FARMS LTD.
of _____
_____

(hereinafter referred to as the "Landlord")

OF THE FIRST PART

- and -

JANE E. GRAD
P.O. Box 10039, Stn M
Airdrie, Alberta T4A 0H4

(hereinafter referred to as the "Tenant")

OF THE SECOND PART

WHEREAS the Tenant is desirous of leasing from the Landlord the dwelling house (including all furniture which is the property of the Landlord) and accompanying yard (as outlined in the diagram attached as Schedule “A”) upon which the Tenant currently resides, and which is located within those lands legally described as follows:

MERIDIAN 5 RANGE 1 TOWNSHIP 28
SECTION 5
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES)

(such dwelling house and accompanying yard
hereinafter referred to as the "demised premises.)

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord doth hereby demise and lease the demised premises as hereinbefore described together with all rights, members and appurtenances whatsoever to the demised premises belonging or appertaining;

The term of this Lease and the Tenant's obligation to pay rent shall commence on the 12th day of April, 2024 and the Lease shall continue until the Tenant provides a notice of termination with a minimum of six (6) months' written notice to the Landlord.

YIELDING AND PAYING THEREFORE unto the Landlord the clear rent of ONE ($1.00) DOLLAR of lawful money of Canada payable in advance on the 12th day of April, 2024.

SUBJECT TO the covenants and powers implied (it being for greater clearness hereby expressed that the covenants and powers implied in leases under The Land Titles Act shall be implied in this Lease, and for the construction of its term this Lease is to be deemed a Lease under the Act) except as the same are hereafter changed or modified and subject to the following covenants, powers, terms and conditions:

1. THAT the Tenant will pay the rent hereby reserved at the time and in the manner hereinbefore set out without any deduction whatsoever.

2. The Tenant shall not be permitted to assign the within Lease to any third party.

3. The Tenant shall have the right to terminate the within Lease upon a minimum of six (6) months' written notice to the Landlord.

4. The demised premises shall be used for and occupied by the Tenant solely as her place of residence.

5. The Tenant will surrender the demised premises clean and in a good state of repair and condition at the expiration of the term, and the Landlord or his agent may enter and view the state of repair, and the Tenant will repair according to notice in writing. Should the Tenant not leave the premises clean and in good repair and condition, the Landlord may, without notice to the Tenant, have them put in good repair and condition and cleaned and the Tenant agrees to pay the costs thereof and the Landlord admits and acknowledges that the premises are now clean and in good and substantial repair and that the furnace, heating apparatus, plumbing, drains and pipes are in a good state of repair and in proper working order. During the term of the within Lease neither party shall be responsible for structural repairs to any of the buildings located on the demised premises.

6. The Tenant will pay within thirty (30) days after the same shall become due and payable all license fees, charges for electrical current, natural gas and telephone which may be assessed or charged against or in respect of the demised premises or her occupancy thereof during the said term.

7. The Tenant will not to carry on any business or occupation or do anything or permit anything to be done in or about the demised premises that shall be deemed a nuisance or which shall be in contravention of any law or which shall cause annoyance to the Landlord nor suffer or permit the demised premises to be used for any purpose other than the use hereinbefore specifically mentioned.

8. The Landlord shall be responsible for the real property taxes.

9. The Tenant will comply as far as she is liable to as Tenant, with all the requirements and the laws and ordinances of or in force in the Dominion of Canada or the Province of Alberta, or of any

municipal by-law with regard to the protection and proper adjustment of all electrical, gas, lighting, heating and other fittings, machinery or appliances, furniture or furnishings, and will protect and otherwise guard against danger of fire or explosion by reason of the use thereof by complying with the requirements of the said laws and ordinances and by-laws in respect of the maintenance and use thereof and of all exits and entrances or other lawful requirements.

10. The Tenant will not affix or erect partitions, counters or fixtures in or on any part of the walls, floor or ceiling of the demised premises without the written consent of the Landlord being first had and obtained, and then only at the Tenant's expense and by a duly licensed and bonded contractor approved of by the Landlord, which consent and approval shall not be unreasonably or arbitrarily withheld.

11. The Tenant will not make alterations, decoration, additions, improvements, repairs or replacements and do no work in such connection in, to or about the demised premises, nor contract for or employ any labour in connection with the maintenance or servicing of the premises except upon similar terms and conditions as set out in the next preceding paragraph, and in all events to use duly licensed and bonded tradesmen.

12. The Tenant shall place insurance and shall be solely responsible for all of the Tenant’s personal property located within the demised premises. The Landlord shall insure the buildings and personal property of the Landlord located within the demised premises.

13. The Tenant, upon paying the rent hereinbefore reserved at the time and in the manner aforesaid, and upon keeping and performing each and every covenant, agreement, term, provision and condition herein contained, shall and may from time to time and at all times during the said term peaceably and quietly enjoy the said premises hereby demised without molestation or hindrance by the Landlord or any firm or corporation claiming by, through or under it.

14. All furniture, decoration, fixtures, improvements and appurtenances attached to or built into the space herein demised at the commencement or during the term, whether by the Landlord at his own expense or at the expense of the Tenant or by the Tenant, shall be and remain part of the premises and shall not be removed by the Tenant at the end of the term unless otherwise expressly provided in this Lease. Provided however upon the expiration of the term hereby granted, if all rents hereunder have been paid, the Tenant shall be at liberty to remove her personal property, provided further however the Tenant shall make good any damage to the demised premises which may be occasioned by such removal.

15. The Tenant shall indemnify the Landlord against all liability, claims, damages or expenses due to or arising out of any act or neglect by the Tenant or her servants, employees, agents, invitees or licensees on and about the leased premises or due to or arising out of any breach by the Tenant of any provision of this Lease, including liability for injury or damages to the persons or property of the Tenant's servants, employees, agents, invitees or licensees.

16. If during the term hereby demised or any renewal thereof the building or the demised premises or any part thereof shall be damaged by fire, explosion, lightning or tempest then the following provision shall have effect:

(a) In the event that the said building shall be so badly damaged as to be unfit for occupancy and be incapable of being repaired with reasonable diligence within 120 days of the happening of such damage, then the term hereby granted shall cease and be at an end and to all intents and purposes from the date of such damage or destruction and the Tenant shall immediately surrender the same and yield up possession of the demised premises to the Landlord, and no rent shall be payable from the time of such surrender, and all rents prepaid at such time shall be repaid by the Landlord to the Tenant.

17. Any notice, statement or request herein required or permitted to be given by either party to the other shall be in writing, and shall be deemed to have been sufficiently and effectually given if signed by or on behalf of the party giving the notice and mailed by registered prepaid post, in the case of the Landlord, to him or his agent at the address at which rental payments due hereunder are then being made, and in the case of the Tenant, to her addressed to the demised premises or as either party in writing may direct. Any such notice given as aforesaid shall be conclusively deemed to have been given and received, if delivered, on the date of such delivery, or if mailed, forty-eight (48) hours after such mailing. Either party may from time to time by notice to the other change the address to which notices are to be given.

18. This Lease and any Rules and Regulations adopted hereunder shall be governed by the Laws of the Province of Alberta. Should any provision of this Lease and/or of its conditions be illegal or not enforceable under the Laws of the Province of Alberta, it or they shall be considered severable and this Lease and its conditions shall remain in force and be binding upon the parties as though the provision or provisions had never been included.

19. The Landlord covenants with the Tenant that upon the Tenant paying the rent as hereinbefore agreed to be paid by the Tenant and performing the covenants hereinbefore on the Tenant's part contained, shall and may peaceably possess and enjoy the demised premises for the term hereby granted without any interruption or disturbance from the Lessor or any person or persons lawfully claiming by, from or under it except as herein provided.

20. The Landlord expressly grants to the Tenant the right of egress and ingress to and from the demised premises across the Landlord's adjoining lands as shown in the diagram attached as Schedule “B”.

Signature page follows

21. Wherever the singular or masculine or feminine is used throughout this Lease, the plural, feminine, masculine or a body corporate shall be implied wherever the context so requires.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

MONETTE FARMS LTD.

Per: _____

SIGNED, SEALED & DELIVERED	)	
In the Presence of:	)	
	)	_____
_____	)	Jane E. Grad
Witness	)	

Schedule “A”

Diagram of Yard

Schedule “B”

Diagram of access route

SCHEDULE E

MORTGAGE

MORTGAGE

THE LAND TITLES ACT

MONETTE FARMS LTD. of _____, (hereinafter referred to as the "Mortgagor") being registered as owner of an estate in fee simple in possession, subject, however, to such encumbrances, liens and interests as are described in Schedule "B" attached hereto (the "Permitted Encumbrances") of that parcel of lands situate in the Province of Alberta, and being legally described in Schedule "A" (which with the buildings and improvements now or hereafter situate thereon, are hereinafter referred to as "the Mortgaged Premises");

IN CONSIDERATION of the sum of SIXTEEN MILLION, NINE HUNDRED & SIXTY SEVEN THOUSAND ($16,967,000.00) DOLLARS in lawful money of Canada (hereinafter referred to as the "Principal Sum" or the "Mortgage Monies") lent to the Mortgagor by SODERGLEN RANCHES LTD. and JANE E. GRAD, both of 280023 Range Road 14, Rocky View County, Alberta T4B 4L9 (which with their successors and assigns are hereinafter collectively referred to as the "Mortgagee") the receipt of which Principal Sum is hereby acknowledged, the Mortgagor covenants with the Mortgagee as follows:

1. The Mortgagor shall pay to the Mortgagee at the address hereinafter described or at such other place as the Mortgagee may from time to time designate in writing, in lawful money of Canada the Principal Sum of SIXTEEN MILLION, NINE HUNDRED & SIXTY SEVEN THOUSAND ($16,967,000.00) DOLLARS, with interest thereon at the rate as hereinafter provided calculated yearly, not in advance, as follows:

(i) Subject to paragraph (ii) below, principal payments in the sum of $300,500.00 each payable on the 12th day of January, April, July and October in each year, commencing January 12, 2025 and continue to be paid until the whole of the monies hereby secured has been paid in full

(ii) Notwithstanding the foregoing, on the later of: i) six months from the date on which Jane E. Grad provides the Mortgagor with written notice of her intention to vacate the house located on the SW 5-28-1-W5M (the “Grad Residence”) and; ii) Jane E Grad’s actual vacating of the Grad Residence (such date being hereinafter referred to as the “Vacate Date”) then payments due under this mortgage will be revised to be as follows:

a) there shall be no principal payments for 3 years after the Vacate Date, at which time the balance of the Principal Sum plus interest shall be due and payable;
b) interest shall be payable for one year after the Vacate Date at a rate equal to the prime lending rate of the Royal Bank of Canada, being the lending rate set by the Royal Bank of Canada as a reference rate for determining interest

rates on Canadian dollar commercial loans in Canada ("RBC Prime"), less two (2%) percent per annum;

c) interest shall be payable for the 2nd year after the Vacate Date at a rate equal to RBC Prime less one (1%) percent per annum;

d) interest shall be payable for the 3rd year after the Vacate Date at a rate equal to RBC Prime per annum;

(iii) Prior to the Vacate Date, there shall be no interest payable on the Principal Sum due herein.

(iv) The remaining balance of the Principal Sum and any outstanding interest shall be due and payable on the third anniversary of the Vacate Date.

2. The Mortgagor shall pay to the Mortgagee interest at the rate and in the manner aforesaid on the Principal Sum or on so much thereof as shall from time to time remain unpaid. All interest on becoming overdue shall be forthwith treated (as to payment of interest thereon) as principal and shall bear compound interest at the rate aforesaid after as well as before demand, maturity, default and obtaining of any judgment by the Mortgagee, to be computed with rests and paid on the 12th day of April in each year and all such interest and compound interest shall be a charge on the Mortgaged Premises. In the event of non-payment of any of the monies hereby secured at the times herein set for payment thereof the Mortgagor shall, so long as any part thereof remains unpaid, pay interest at the said rate.

3. The Mortgagor will forthwith insure and during the continuance of this security keep insured in favour of the Mortgagee, against loss or damage by fire and, as the Mortgagee may require, against loss or damage by tempest, tornado, cyclone, lightning, floods and other risks or hazards, each and every building on the Mortgaged Premises and which may hereafter be erected thereon, both during erection and thereafter, for the full replacement value thereof in lawful money of Canada with a company approved by the Mortgagee; and the Mortgagor will forthwith assign, transfer and deliver over unto the Mortgagee the policy of insurance and receipts thereof; and if the Mortgagor shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipt or to produce to the Mortgagee evidence or renewal thereof at least five days before the termination of any insurance, the Mortgagee shall be entitled but shall not be obliged to insure the said buildings or any of them; and the Mortgagor shall forthwith on the happening of any loss or damage, furnish at its own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies; and any insurance money received may, at the option of the Mortgagee, be applied to rebuilding, reinstating or repairing the premises or be paid to the Mortgagor or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Mortgagee, in whole or in part on the mortgage debt or any part thereof whether due or not then due.

4. The Mortgagor will pay as they become due all taxes, local improvement charges, rates, assessments, levies, liens and penalties (all of which are hereinafter included in the expression "Real Estate Taxes") which are now or may hereafter be imposed or charged or chargeable against or

payable in respect of the Mortgaged Premises and also any levy or mortgage tax or principal or interest tax imposed or which may be imposed on this Mortgage or on the Mortgagee in respect of this Mortgage or on the monies secured by this Mortgage or on the Mortgaged Premises, and all liens, charges, encumbrances and other claims which exist or arise in respect of the Mortgage Premises and which have or may have priority or which may acquire priority to this Mortgage, provided that in respect of Real Estate Taxes against the Mortgaged Premises:

(a) The Mortgagee may deduct from any advance of the monies secured by this Mortgage an amount sufficient to pay any Real Estate Taxes which have become due and payable, and are unpaid at the date of such advance;

(b) The Mortgagor will transmit to the Mortgagee in each year ten (10) days after the date the payment of taxes are due, receipt for payment of Real Estate Taxes.

(c) The Mortgagee may at any time pay all Real Estate Taxes in order to perfect the title to the Mortgaged Premises or any part thereof and to make or keep this Mortgage a charge thereon and any amount or amounts paid by the Mortgagee in respect thereof shall be payable by the Mortgagor to the Mortgagee forthwith on demand and shall be added to the Principal Sum and will accrue interest at the mortgage rate as if the money were interest in arrears and shall bear interest at the mortgage rate until payment is received by the Mortgagee (such interest to run from the date of payment by the Mortgagee) and shall be added to the principal and be a charge upon the Mortgaged Premises until repaid with interest as aforesaid; however, nothing set out herein shall oblige or obligate the Mortgagee to pay such Real Estate Taxes and doing so is solely at the option of the Mortgagee.

5. (a) All improvements of every kind (not being tenants' improvements or fixtures) whether or not affixed to the Mortgaged Premises, including without limiting the generality of the foregoing all buildings, erections, improvements, machinery and plant, furnaces, boilers, elevators, escalators, mobile homes, plumbing, air conditioning, ventilating, refrigerating equipment, water heaters, wall-to-wall carpeting, storm doors, storm windows, screens and screen doors, and all apparatus and equipment appurtenant thereto whether moveable or stationary, with all proper, usual and necessary gear, tools, accessories, equipment and appliances, which are now or may hereafter be placed or installed upon the Mortgaged Premises and shall immediately upon being put thereon become fixtures and form a part of the realty and of the security of these presents, and are included in the expression, the "Mortgaged Premises", where used in this Mortgage;

(b) The Mortgagor will not commit any waste upon the Mortgaged Premises nor do or permit to be done any act which may impair the value thereof;

(c) The Mortgagor will take good and reasonable care of all buildings and/or structures and improvements now or hereafter from time to time erected on the Mortgaged

Premises (Jane Grad shall be responsible for the maintenance of the Grad Residence until the Vacate Date); and without cost and expense to the Mortgagee will manage, operate, maintain and keep or cause the same to be kept in good order, repair and condition throughout, both exterior and interior, structural or otherwise, and promptly will make all required or necessary repairs and replacements thereto, including without limitation, the roof, walls, foundations and appurtenances, pipes and mains, and all other fixtures, machinery, facilities, and equipment that belong to or are used in connection with the Mortgaged Premises, all of the foregoing to the extent that a prudent owner would do. Notwithstanding the foregoing, the Mortgagor shall not be obligated to repair any damage caused by reasonable wear and tear which does not affect the use and enjoyment of the improvements except as and when such damage would be ordinarily repaired by a prudent owner;

(d) The Mortgagee by its agents, solicitors or inspectors may enter upon the Mortgaged Premises at any reasonable time to view the state of repair;

(e) Should, in the opinion of the Mortgagee, the Mortgaged Premises not be in proper state of repair, the Mortgagee may serve notice upon the Mortgagor to make such repairs or replacements as the Mortgagee deems proper within a period of Thirty (30) days and in the event of the Mortgagor not having complied or not being in the process of diligently complying with such requisition, the Mortgagee may authorize the making of such repairs or replacements by its agents, employees or contractors and they may enter upon the Mortgaged Premises for the purpose of doing such work with or without the Mortgagor's concurrence and the cost thereof shall be paid for by the Mortgagor upon demand and until paid shall be secured by this Mortgage, bear interest at the rate aforesaid and be a charge upon the Mortgaged Premises in priority to the interest of the Mortgagor. Provided always that should the Mortgagor have vacated or abandoned the Mortgaged Premises or should the Mortgaged Premises be occupied by a tenant or tenants who are failing to properly maintain and repair the same and the Mortgagee, in its sole discretion, deems it necessary to enter upon the Mortgaged Premises in order to properly maintain and preserve its security, then in such events the Mortgagee shall be entitled to so enter and such action by the Mortgagee shall not constitute it a Mortgagee in possession nor liable as such.

6. The Mortgagor represents and warrants to the Mortgagee that:

(a) The Mortgagor has a good title to the Mortgaged Premises;

(b) The Mortgagor has the right to mortgage the Lands;

(c) On default, the Mortgagee shall have quiet possession of the Mortgaged Premises, free from all encumbrances (except the Permitted Encumbrances);

(d) The Mortgagor will execute such further assurances with respect to the Mortgaged

Premises as may be required by the Mortgagee;

(e) The Mortgagor has done no act to encumber the Mortgaged Premises (excepting the Permitted Encumbrances).

7. In the event of default being made in any of the covenants, agreements, provisos, payments or stipulations expressed or implied herein, then:

(a) The Mortgagee at its option may, at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;

(b) The Mortgagee may send or employ an Inspector or Agent to inspect and report upon the value, state and condition of the Mortgaged Premises and a Solicitor to examine and report upon the title to the same;

(c) The Mortgagee may enter into possession of the Mortgaged Premises, either by itself or its agent, and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the said premises or any part thereof for such terms, periods, and at such rent as the Mortgagee shall think proper;

(d) It shall and may be lawful for, and the Mortgagor does hereby grant full power, right and licence to the Mortgagee to enter, seize and distrain upon the Mortgaged Premises or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the premises as much of the Mortgage Monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent;

(e) The whole of the Mortgage Monies shall, at the option of the Mortgagee, become due and payable;

(f) The Mortgagee may exercise each of the foregoing powers without notice to the Mortgagor;

(g) The exercise or the attempted exercise of one or more of the Mortgagee's rights or remedies hereunder shall not affect, delay or prejudice any other rights or remedies nor operate as a waiver thereof, and any or all of the said rights or remedies may be exercised concurrently or successively.

8. The taking of a judgment or judgments on any covenant contained herein or on any covenant which is set forth in any other security for payment of the monies or performance of the obligations hereby secured shall not operate as a merger of such covenant or affect the Mortgagee's right to interest at the rate and times set forth herein on any monies which are owing to the Mortgagee, and

such judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided for herein until the judgement has been paid in full.

The Mortgagor acknowledges that it is aware of the provisions of the Judgment Interest Act of the Revised Statutes of Alberta, 2000 and any amendments thereto, dealing with the award of interest from the date a cause of action arises to the date of judgment, and hereby waives the benefit of such provisions or any legislation similar thereto or in replacement thereof, and agrees to pay interest in accordance with the terms of this Mortgage, both before and after default, maturity and judgement.

9. The Mortgagee may at any time release any part of the Mortgaged Premises, or any of the covenants and agreements herein contained, or any collateral security, either with or without any consideration therefor, and without being accountable either for the value thereof, or for any money except what is actually received, and without thereby releasing or affecting any other of the Mortgaged Premises or any of the other covenants or agreements herein contained or releasing any guarantor of any other security.

10. Neither execution nor registration nor acceptance of this Mortgage, nor the advance of part of the monies secured hereby, shall bind the Mortgagee to advance the said Principal Sum or any unadvanced portion thereof, but nevertheless this Mortgage shall take effect forthwith on the execution of these presents, and if the Principal Sum or any part thereof shall not be advanced on the date hereof, the Mortgagee may advance the same in one or more sums to or on behalf of the Mortgagor at any future date or dates and the amount of such advances when so made shall be secured hereby and repayable with interest as herein provided. In all events, the advance of monies or any part thereof from time to time shall be in the sole, absolute, unfettered and unqualified discretion of the Mortgagee.

11. All proper solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this Mortgage and for examining the Mortgaged Premises and the title thereto, and for making or maintaining this Mortgage as a valid and subsisting charge (subject only to the Permitted Encumbrances) on the Mortgaged Premises, together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, Real Estate Taxes, rates or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the Mortgaged Premises, or in maintaining, repairing, restoring or completing the Mortgaged Premises, and in inspecting, leasing, managing, or improving the Mortgaged Premises, including the price or value of any goods of any sort of description supplied to be used on the Mortgaged Premises, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs as between a solicitor and his own client, and also an allowance for the time, work and expenses of the Mortgagee, or of any agent, solicitor or servant of the Mortgagee, for any purpose herein provided or whether or not such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and shall be a charge on the Mortgaged Premises, together with interest thereon at the said rate, and all such monies shall be repayable to the Mortgagee on demand, or if not demanded, then with the next ensuing instalment

payable hereunder, except as herein otherwise provided, and all such sums together with interest thereon are included in the expression the "Mortgage Monies". It is the express intention and agreement of the Mortgagor and Mortgagee that the Mortgagor shall fully and totally indemnify the Mortgagee for all costs, expenses, charges and monies of any nature whatsoever either directly or indirectly arising out of or associated with this Mortgage.

12. In the event of the Mortgage Monies advanced hereunder or any part thereof being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of, and stand in the position of and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged, and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage or of any claim so paid off shall be final and binding on the Mortgagor.

13. The Mortgagee shall not be charged with any monies receivable or collectible out of the Mortgaged Premises or otherwise except those actually received, and all revenue of the said premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may at the option of the Mortgagee be retained in a suspense account or used in maintaining or insuring or improving the Mortgaged premises, or in payment of taxes or other charges against the Mortgaged Premises, or applied on the mortgage account, and the Mortgagee shall not be under any liability to pay interest on any sums in a suspense account.

14. Any discharge of this Mortgage shall be prepared by the solicitor of the Mortgagee, and the Mortgagee shall have a reasonable time after receipt of payment in full within which to have prepared and to execute such discharge.

15. The Mortgagor shall not make, or permit to be made, any material alterations or additions to the Mortgaged Premises without the consent of the Mortgagee and the Mortgagor shall not use the Mortgaged Premises or permit them to be used for the purpose of any unlawful business, trade or manufacture of any description.

16. Wherever the singular number or masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires. In any case, where this Mortgage is executed by more than one party, all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several. The heirs, executors, administrators, successors and assigns of any party executing this Mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained. The covenants, agreements, stipulations and provisos herein stated shall be in addition to those granted or implied by statute.

17. If the Mortgagor makes default in the performance of the covenants, payments or conditions contained in any prior mortgage, agreement for sale, charge or encumbrance (hereinafter referred to as the "Prior Charge") secured upon the Mortgaged Premises then such default shall constitute a default hereunder and the entire unpaid balance hereby secured together with interest shall, at the option of the Mortgagee, become forthwith due and payable without notice or demand. The

Mortgagee shall be at liberty in case of such default, but shall not be obligated to pay any arrears or other sums payable under the Prior Charge, or pay off all or any portion of the principal and/or interest thereby secured. Any amounts so paid by the Mortgagee shall:

(a) Be added to the amount hereby secured;

(b) Bear interest at the interest rate referred to herein until paid;

(c) Be a charge upon the Mortgaged Premises; and

(d) Unless repaid to the Mortgagee upon demand, shall be recoverable from the Mortgagor in the same manner as if such sum had been originally advanced and secured hereby.

For the purpose of tendering any arrears or other sums payable to a holder of a Prior Charge, the Mortgagor hereby irrevocably appoints the Mortgagee its agent for such purpose and irrevocably directs the Mortgagee to tender such monies upon the holder of a Prior Charge, in the name of and on behalf of the Mortgagor, and in this regard the Mortgagor hereby assigns unto the Mortgagee, its equity of redemption, if any, with respect to the said Prior Charge together with the statutory right of redemption given to the Mortgagor by the provisions of the Law of Property Act of Alberta and any amendments thereto. It is the intention of the parties that the Mortgagee shall have the same rights and powers as the Mortgagor under and pursuant to the terms of the Prior Charge so that the Mortgagee will be in a position to take whatever steps are necessary to bring the Prior Charge into good standing once a default has occurred thereunder. This assignment is not intended to encompass the Mortgagor's entire interest in the said Prior Charge, but only to the extent hereinbefore stipulated. Nothing herein contained shall create an obligation upon the Mortgagee to cure any default on behalf of the Mortgagor.

18. The parties acknowledge that this Mortgage is to be registered subject to the Permitted Encumbrances described in Schedule "B" attached hereto.

19. If the Mortgagor shall be in default in the observance or performance of any of the terms, conditions, covenants or payments described herein or in any additional or collateral security given by the Mortgagor to the Mortgagee, then the Mortgagee may in writing appoint any person or persons, whether an officer or officers or employee or employees of the Mortgagee or not, to be a receiver or receivers of the Mortgaged Premises and assets which are charged in favour of the Mortgagee and the rents and profits derived therefrom. The Mortgagee may remove any Receiver or Receivers so appointed and appoint another or others in his or their stead. The term "Receiver" as used in this Mortgage shall include a Receiver, a Manager, or a Receiver and a Manager. The following provisions shall apply to this paragraph:

(a) A Receiver or Receivers so appointed are conclusively the agent or agents of the Mortgagor and the Mortgagor shall be solely responsible for the acts or defaults and for the remuneration and expenses of the Receiver or Receivers. The Mortgagee shall not be in any

way responsible for any misconduct or negligence on the part of any Receiver or Receivers and may, from time to time, fix the remuneration of every Receiver or Receivers and be at liberty to direct the payment thereof from proceeds collected;

(b) Nothing contained herein and nothing done by the Mortgagee or by a Receiver or Receivers shall render the Mortgagee a Mortgagee in possession or responsible as such;

(c) All monies received by the Receiver or Receivers, after providing for payment and charges ranking prior to this Mortgage and for all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver or Receivers as hereinafter set forth, shall be applied to or towards satisfaction of the monies owing pursuant to this Mortgage;

(d) The Receiver or Receivers so appointed shall have power to:

(i) take possession of, collect and get in the property, rents and profits, charged by this Mortgage and any additional or collateral security granted by the Mortgagor to the Mortgagee and for that purpose to take any proceedings, be they legal or otherwise, in the name of the Mortgagor or otherwise;

(ii) carry on or concur in carrying on the business which the Mortgagor is conducting on and from the Mortgaged Premises;

(iii) lease or re-lease all or any portion of the Mortgaged Premises and for this purpose to execute contracts in the name of the Mortgagor which said contracts shall be binding upon the Mortgagor;

(e) The rights and powers conferred by this paragraph are supplemental to and not in substitution for any other rights which the Mortgagee may have from time to time;

(f) The Mortgagor hereby irrevocably appoints the Mortgagee and any Receiver or Receivers appointed as aforesaid to be its attorney, if the security hereby granted becomes enforceable, in its name and on its behalf to execute and perform any conveyances, assurances and things which the Mortgagor ought to execute and perform under the covenants herein contained and generally to use the name of the Mortgagor in the exercise of any of the powers hereby conferred on the Mortgagee and any Receiver or Receivers;

(g) The Receiver or Receivers appointed hereunder shall not be obligated to take possession or control of the whole of the business of the Mortgagor. Rather, the Mortgagee's right to appoint shall be restricted to the Mortgaged Premises and the rents, profits and any business deriving therefrom.

20. Should the Mortgagor be in default in the observance or performance of any of the covenants, agreements, conditions or payments set forth in this Mortgage, then the Mortgagee shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all

other fees, charges and disbursements an administration and management fee not to exceed $100.00 for each month or part thereof for which the Mortgagor remains in default. This administration and management fee is intended to reimburse the Mortgagee for time and trouble in the management and administration of this Mortgage and of the Mortgaged Premises. The said sum or sums are agreed to be a liquidated amount to cover the Mortgagee's administration and management costs and are not intended nor shall be construed to be a penalty. All such sums payable to the Mortgagee shall be a charge upon the Mortgaged Premises and shall bear interest at the rate hereinbefore stipulated.

21. All notices, requests, demands, pleadings, judicial documentation and any other communications required to be served or given by the terms of this Mortgage or by the Rules of Court of Alberta, The Judicature Act of Alberta, Chapter J-2, Revised Statutes of Alberta, 2000, and any amendments thereto, The Law of Property Act, Chapter L-7, Revised Statutes of Alberta, 2000, and any amendments thereto, as a result of a default by the Mortgagor, including but not restricted to any Statement of Claim issued by the Mortgagee or a Mortgagee's Notice of Motion requesting enforcement of its rights hereunder (the "Notice"), shall be sufficiently served either personally or by prepaid registered mail addressed to the Party to whom the Notice is to be given at the address hereinafter set forth. The Notice shall be conclusively deemed to have been received by the addressee Three (3) business days after mailing thereof as aforesaid; provided that in the case of any real or reasonably apprehended interruption of the mail, service may be by telegraph, telex, or other operative form of electronic written telecommunication (in which case the addressee shall be conclusively deemed to have received the same on the day upon which, in the ordinary course of such telecommunication, the same would have been received). The address for the parties for the purpose hereof shall be:

of the Mortgagor:

_____
_____

of the Mortgagee:

280023 Range Road 14
Rocky View County, Alberta T4B 4L9

or at such other address as either party may advise from time to time in writing.

No want of Notice or publication when required by this Mortgage or by any statute nor any impropriety nor irregularity shall invalidate any sale made or purported to be made under this mortgage.

22. The Mortgagor acknowledges receipt of a true copy of this Mortgage.

23. For better securing to the Mortgagee the repayment in the manner aforesaid of the Principal

Sum, interest and other monies secured by this Mortgage, the Mortgagor hereby mortgages to the Mortgagee all of its right, title, estate and interest in the Mortgaged Premises.

24. It is agreed that the Mortgagor when not in default hereunder, shall have the privilege of paying a partial payment or the full amount owing at any time without notice or bonus, PROVIDED HOWEVER, that any partial prepayment shall not affect the Mortgagor's obligations to make all payments herein referred to until the balance outstanding shall have been paid in full.

25. In the event that the Mortgagor shall sell, convey, transfer or assign (or purport to do so) the Mortgaged Premises (but not any portions of the Mortgaged Premises from which this Mortgage has been discharged) to a purchaser, transferee or assignee without first obtaining the Mortgagee's consent in writing, then, at the Mortgagee's option, all monies secured by this Mortgage shall without demand become immediately due and payable. Such consent may be unreasonably or arbitrarily withheld.

26. Notwithstanding any other provision of this Mortgage, the Mortgagee's recourse in relation to the enforcement of this Mortgage shall be limited to the Lands such that there shall be no recourse against the Mortgagor in relation to any covenant to pay.

27. Notwithstanding that the Mortgagor has purchased the lands from the Mortgagee pursuant to an Agreement of Purchase and Sale ("Agreement"), should the Mortgagor claim or prove any claim as against the vendors under the Agreement or the Mortgagee which arises out of or is associated with the Agreement, including without restriction a breach of warranty or representation and damages, it is expressly agreed that the Mortgagor shall not have or claim any right, either at law or in equity, to set off its claim or claims as against the mortgage indebtedness, or any portion thereof. The Mortgagor hereby waives any such right or claim for set-off and agrees that the Agreement and this Mortgage are separate and distinct transactions.

The Mortgagor hereby acknowledges that there will be no monies advanced under this Mortgage by the Mortgagee to the Mortgagor, but that this Mortgage for all purposes shall be advanced and shall be deemed to be advanced upon the closing of such Agreement as part payment for, and to secure part payment of, the purchase price payable by the Mortgagor pursuant to the Agreement. For purposes of priority of this Mortgage under the *Land Titles Act* (Alberta) the principal amount of the Mortgage shall be deemed fully advanced as at the time of registration of the Mortgage at the Land Titles Office (Alberta).

28. If any term, covenant or condition of this Mortgage or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Mortgage or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Mortgage shall be valid and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF MONETTE FARMS LTD. has caused its corporate seal to be hereunto

affixed and these presents to be signed by its proper officer thereunto authorized, this ___ day of April, 2024

Monette Farms Ltd.

c/s

Per:_____
Director

SCHEDULE "A"

LEGAL DESCRIPTION OF MORTGAGED PREMISES:

SCHEDULE "B"

PERMITTED ENCUMBRANCES:

DATED: THE _____ DAY OF APRIL, 2024

BETWEEN:

MONETTE FARMS LTD.

MORTGAGOR

- and -

SODERGLEN RANCHES LTD.

JANE E. GRAD

MORTGAGEE

MORTGAGE

BEAUMONT CHURCH LLP
Barristers and Solicitors
300, 2912 Memorial Drive SE
Calgary, Alberta T2A 6R1

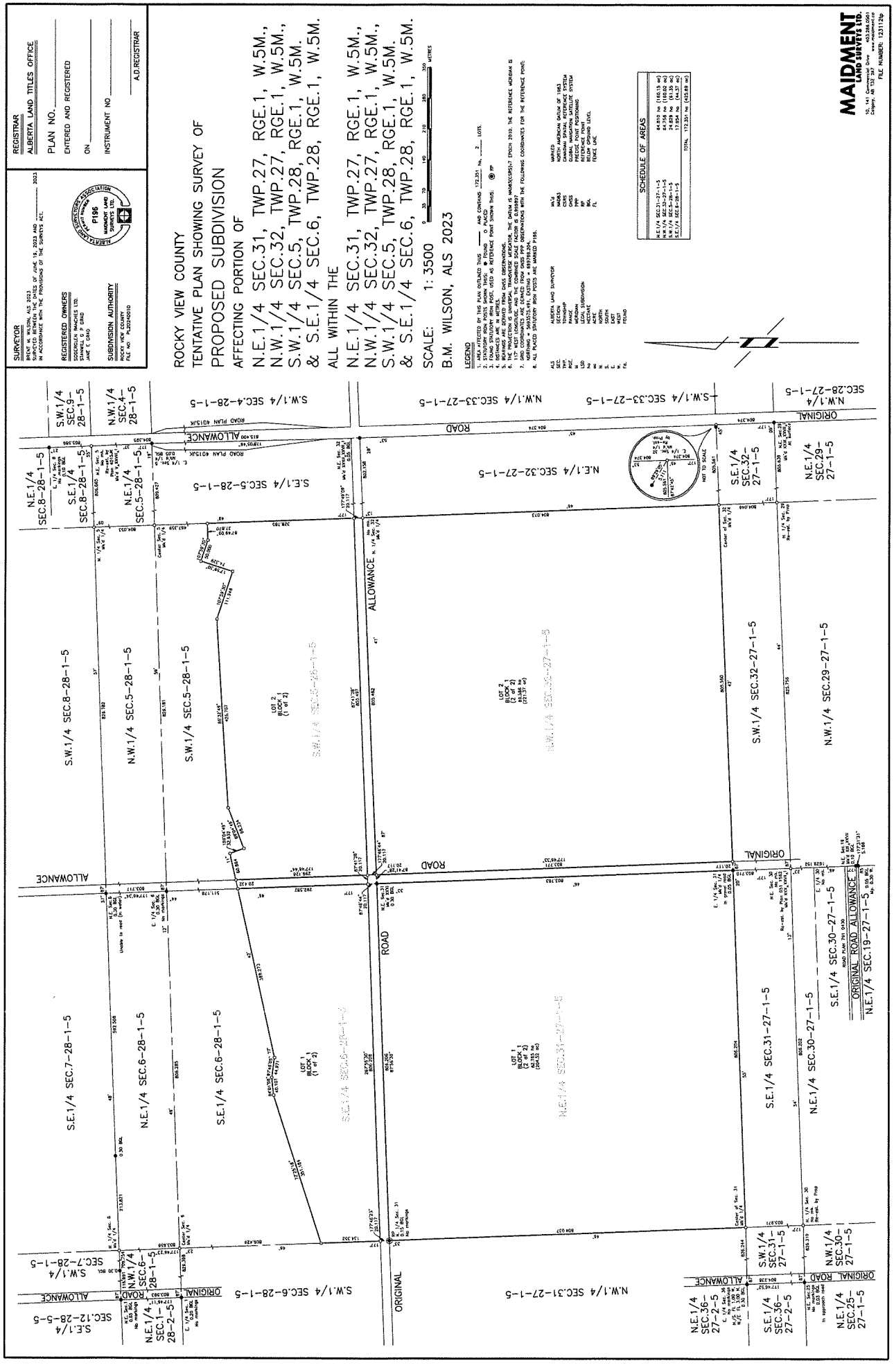
Solicitors File No: 91,193 SAC/kw

SCHEDULE F

SUBDIVISION LANDS

See attached

SCHEDULE F


REGISTRAR
ALBERTA LAND TITLES OFFICE
PLAN NO.
ENTERED AND REGISTERED
ON
INSTRUMENT NO
A.D. REGISTRAR
SURVEYOR
BRENT M. WILSON, ALS 2023
SURVEYED BETWEEN THE DATES OF JUNE 19, 2023 AND
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.
2023
REGISTERED OWNERS
SIDDOQUIN RANCHES LTD.
SAMPLE, C. ORAD
JANE, C. ORAD
SURVEYORS ASSOCIATION
ALBERTA LAND
P196
MAIDMENT LAND SURVEYS LTD.
SUBDIVISION AUTHORITY
ROCKY VIEW COUNTY
FILE NO. PL20240010
ROCKY VIEW COUNTY
TENTATIVE PLAN SHOWING SURVEY OF
PROPOSED SUBDIVISION
AFFECTING PORTION OF
N.E.1/4 SEC.31, TWP.27, RGE.1, W.5M.,
N.W.1/4 SEC.32, TWP.27, RGE.1, W.5M.,
S.W.1/4 SEC.5, TWP.28, RGE.1, W.5M.
& S.E.1/4 SEC.6, TWP.28, RGE.1, W.5M.
ALL WITHIN THE
N.E.1/4 SEC.31, TWP.27, RGE.1, W.5M.,
N.W.1/4 SEC.32, TWP.27, RGE.1, W.5M.,
S.W.1/4 SEC.5, TWP.28, RGE.1, W.5M.
& S.E.1/4 SEC.6, TWP.28, RGE.1, W.5M.
SCALE: 1:3500
B.M. WILSON, ALS 2023
LEGEND
SCHEDULE OF AREAS
MAIDMENT
LAND SURVEYS LTD.
FILE NUMBER: 123112p

Schedule G Excluded Equipment

Description	S/N
Bourgault 3320 Air Drill with 7700 tank	41757PH-13
John Deere R4038 (sprayer)	
2016 Macdon FD 75 - 35' (Pea Auger)	2897274-17
2012 JD Windrower	1E0D450XECC381608
2015 JD 630D Draper Header (incl with windrower) Used	1H00630DPFS775068
2014 Macdon FD-75 straight cut header	258056-14
Degelman LR8080 84' Landroller	#4908
2016 Brandt 70' Heavy Harrow	1502916
2019 JBS Manure Spreader with new beater tips	MSVP136-590
2022 Brandt auger	149525-22
2001 Stability King III End Dump Triaxle Trailer (Grain)	2C9T3CEA023161156
2001 Stability King II End Dump Triaxle Trailer (Feedlot)	2C9TBCEA813161114
2016 JD 530D Header	1E0530DXHGG420005
Brandt 5000EX Grain Vac	14736622
2016 Brandt Auger	12041916
Used Unverferth 9200 1000bu Grain Cart	B20000122
Vermer BPX 9000 Bale Processor	NRA201ROJ
41' 820 Flexicoil 12" spacing Culitivator	R061729
2023 JD Z950M Mower	1TC950MDJPT120575
Schulte 2500 Rock Picker	R10011404902
Mainero Grain Bagger Model 2230 STk 084559	2002
Auger - Meridian TL 10x39 FE with spout	36-08254
Richiger Grain Bag Unloader	
Intelligent AG drill system	
2 8' wireless auger systems, for super B trailer	

DESCRIPTION	S/N
2017 Jaguar 850 (forage harvester)	49601873
2017 Case IH 9240 combine	YGG233222
2018 Penta 8030 with Peterbilt - Feedtruck (plate 88L 032)	2NP3LJ9X3JM486259
2015 JD 9570R tractor	1RW9570RLFP052175
2018 Case 621 GXR with grapple bucket	JEEN0621HJF244364
2013 Case IH 621 FXR Grapple/bucket	NDF220174
2007 Peterbilt bale truck (plate 41 P860)	1NPALU9X57D741727
2010 JD R450 Self Propelled WR, Honey Bee WS-30	1E0R450XPAA360681
2022 Tower trailer 6040 tri-axle (End Dump)	2ATN06168NU150068
2000 Kenworth T800 w/bunk - White (plate 12J 193)	1XKDDB9X4YR959480
00 John Deere 8210 Tractor	RW8210P002146
2004 JD Grader (+ mechanical inspection)	DW772CH591905
2017 F450 + Grill guard (plate 43K 623)	1FT8W4DT1HEB96395
2000 Kenworth T800B T/A truck Tractor (plate D3K 943)	1XKDD09X1YR960414
2017 Header pickup (on Jaguar 850) PU 380 Pro	i3504386
2013 JD 995 Rotary Platform 16'	1E00995SCDD391024
2018 Ford F150 (Charl, plate BBT 9657)	1FTEW1EP2JKE41957
2000 Western Star - Water Truck (plate 88L 081)	2WLPCDCJ0YK964302
1988 Ford Gravel Truck (+ costs to drive from BC)	1FDZY82A1JVA37255
2010 Doepker trailer (lead)	#2DEGBSA34A1025744
2010 Doepker trailer (pup)	#2DEGBSA34A1025745
2011 F450 - Fuel Truck (plate 37F 214)	1FD0X4HY6BEB49916
2012 GMC Sierra SLE (Jared, plate BEF4DNR)	3GTP2VE70CG121347
2002 Ford F250 SRW (plate 96J 051)	1FTNW21L72ED51048
1997 Ford F250 cab & chassis (Service truck, plate 35J 025)	1FDKF38F2VEA84653
2011 Ford 150 (Red Mtce truck, plate TBX 000)	1FTFW1ET2BFB63184
1990 GMC Pumpertruck (firetruck)	1GDL7D1E4LV504998
JD 843 Farm Loader (on 8210 tractor)	W00843X001836
Deck for '17 F450, with toolboxes	

This is **Exhibit "R"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

241119041

ORDER NUMBER: 50843504

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

MORTGAGE

THE LAND TITLES ACT

102179560 SASKATCHEWAN LTD. of **Box 1298, Swift Current, Saskatchewan, Canada, S9H 3X4**, (hereinafter referred to as the "Mortgagor") being registered as owner of an estate in fee simple in possession, subject, however, to such encumbrances, liens and interests as are described in Schedule "B" attached hereto (the "Permitted Encumbrances") of that parcel of lands situate in the Province of Alberta, and being legally described in Schedule "A" (which with the buildings and improvements now or hereafter situate thereon, are hereinafter referred to as "the Mortgaged Premises");

IN CONSIDERATION of the sum of **SIXTEEN MILLION, NINE HUNDRED & SIXTY SEVEN THOUSAND ($16,967,000.00) DOLLARS** in lawful money of Canada (hereinafter referred to as the "Principal Sum" or the "Mortgage Monies") lent to the Mortgagor by **SODERGLEN RANCHES LTD.** and **JANE E. GRAD, both of 280023 Range Road 14, Rocky View County, Alberta T4B 4L9** (which with their successors and assigns are hereinafter collectively referred to as the "Mortgagee") the receipt of which Principal Sum is hereby acknowledged, the Mortgagor covenants with the Mortgagee as follows:

1. The Mortgagor shall pay to the Mortgagee at the address hereinafter described or at such other place as the Mortgagee may from time to time designate in writing, in lawful money of Canada the Principal Sum of **SIXTEEN MILLION, NINE HUNDRED & SIXTY SEVEN THOUSAND ($16,967,000.00) DOLLARS**, with interest thereon at the rate as hereinafter provided calculated yearly, not in advance, as follows:

(i) Subject to paragraph (ii) below, principal payments in the sum of $300,500.00 each payable on the 12th day of January, April, July and October in each year, commencing January 12, 2025 and continue to be paid until the whole of the monies hereby secured has been paid in full

(ii) Notwithstanding the foregoing, on the later of: i) six months from the date on which Jane E. Grad provides the Mortgagor with written notice of her intention to vacate the house located on the SW 5-28-1-W5M (the "Grad Residence") and; ii) Jane E Grad's actual vacating of the Grad Residence (such date being hereinafter referred to as the "Vacate Date") then payments due under this mortgage will be revised to be as follows:

a) there shall be no principal payments for 3 years after the Vacate Date, at which time the balance of the Principal Sum plus interest shall be due and payable;

b) interest shall be payable for one year after the Vacate Date at a rate equal to the prime lending rate of the Royal Bank of Canada, being the lending rate set by the Royal Bank of Canada as a reference rate for determining interest

rates on Canadian dollar commercial loans in Canada ("RBC Prime"), less two (2%) percent per annum;

c) interest shall be payable for the 2nd year after the Vacate Date at a rate equal to RBC Prime less one (1%) percent per annum;

d) interest shall be payable for the 3rd year after the Vacate Date at a rate equal to RBC Prime per annum;

(iii) Prior to the Vacate Date, there shall be no interest payable on the Principal Sum due herein.

(iv) The remaining balance of the Principal Sum and any outstanding interest shall be due and payable on the third anniversary of the Vacate Date.

2. The Mortgagor shall pay to the Mortgagee interest at the rate and in the manner aforesaid on the Principal Sum or on so much thereof as shall from time to time remain unpaid. All interest on becoming overdue shall be forthwith treated (as to payment of interest thereon) as principal and shall bear compound interest at the rate aforesaid after as well as before demand, maturity, default and obtaining of any judgment by the Mortgagee, to be computed with rests and paid on the **12th** day of **April** in each year and all such interest and compound interest shall be a charge on the Mortgaged Premises. In the event of non-payment of any of the monies hereby secured at the times herein set for payment thereof the Mortgagor shall, so long as any part thereof remains unpaid, pay interest at the said rate.

3. The Mortgagor will forthwith insure and during the continuance of this security keep insured in favour of the Mortgagee, against loss or damage by fire and, as the Mortgagee may require, against loss or damage by tempest, tornado, cyclone, lightning, floods and other risks or hazards, each and every building on the Mortgaged Premises and which may hereafter be erected thereon, both during erection and thereafter, for the full replacement value thereof in lawful money of Canada with a company approved by the Mortgagee; and the Mortgagor will forthwith assign, transfer and deliver over unto the Mortgagee the policy of insurance and receipts thereof; and if the Mortgagor shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipt or to produce to the Mortgagee evidence or renewal thereof at least five days before the termination of any insurance, the Mortgagee shall be entitled but shall not be obliged to insure the said buildings or any of them; and the Mortgagor shall forthwith on the happening of any loss or damage, furnish at its own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies; and any insurance money received may, at the option of the Mortgagee, be applied to rebuilding, reinstating or repairing the premises or be paid to the Mortgagor or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Mortgagee, in whole or in part on the mortgage debt or any part thereof whether due or not then due.

4. The Mortgagor will pay as they become due all taxes, local improvement charges, rates, assessments, levies, liens and penalties (all of which are hereinafter included in the expression "Real Estate Taxes") which are now or may hereafter be imposed or charged or chargeable against or

payable in respect of the Mortgaged Premises and also any levy or mortgage tax or principal or interest tax imposed or which may be imposed on this Mortgage or on the Mortgagee in respect of this Mortgage or on the monies secured by this Mortgage or on the Mortgaged Premises, and all liens, charges, encumbrances and other claims which exist or arise in respect of the Mortgage Premises and which have or may have priority or which may acquire priority to this Mortgage, provided that in respect of Real Estate Taxes against the Mortgaged Premises:

(a) The Mortgagee may deduct from any advance of the monies secured by this Mortgage an amount sufficient to pay any Real Estate Taxes which have become due and payable, and are unpaid at the date of such advance;

(b) The Mortgagor will transmit to the Mortgagee in each year ten (10) days after the date the payment of taxes are due, receipt for payment of Real Estate Taxes.

(c) The Mortgagee may at any time pay all Real Estate Taxes in order to perfect the title to the Mortgaged Premises or any part thereof and to make or keep this Mortgage a charge thereon and any amount or amounts paid by the Mortgagee in respect thereof shall be payable by the Mortgagor to the Mortgagee forthwith on demand and shall be added to the Principal Sum and will accrue interest at the mortgage rate as if the money were interest in arrears and shall bear interest at the mortgage rate until payment is received by the Mortgagee (such interest to run from the date of payment by the Mortgagee) and shall be added to the principal and be a charge upon the Mortgaged Premises until repaid with interest as aforesaid; however, nothing set out herein shall oblige or obligate the Mortgagee to pay such Real Estate Taxes and doing so is solely at the option of the Mortgagee.

5. (a) All improvements of every kind (not being tenants' improvements or fixtures) whether or not affixed to the Mortgaged Premises, including without limiting the generality of the foregoing all buildings, erections, improvements, machinery and plant, furnaces, boilers, elevators, escalators, mobile homes, plumbing, air conditioning, ventilating, refrigerating equipment, water heaters, wall-to-wall carpeting, storm doors, storm windows, screens and screen doors, and all apparatus and equipment appurtenant thereto whether moveable or stationary, with all proper, usual and necessary gear, tools, accessories, equipment and appliances, which are now or may hereafter be placed or installed upon the Mortgaged Premises and shall immediately upon being put thereon become fixtures and form a part of the realty and of the security of these presents, and are included in the expression, the "Mortgaged Premises", where used in this Mortgage;

(b) The Mortgagor will not commit any waste upon the Mortgaged Premises nor do or permit to be done any act which may impair the value thereof;

(c) The Mortgagor will take good and reasonable care of all buildings and/or structures and improvements now or hereafter from time to time erected on the Mortgaged

Premises (Jane Grad shall be responsible for the maintenance of the Grad Residence until the Vacate Date); and without cost and expense to the Mortgagee will manage, operate, maintain and keep or cause the same to be kept in good order, repair and condition throughout, both exterior and interior, structural or otherwise, and promptly will make all required or necessary repairs and replacements thereto, including without limitation, the roof, walls, foundations and appurtenances, pipes and mains, and all other fixtures, machinery, facilities, and equipment that belong to or are used in connection with the Mortgaged Premises, all of the foregoing to the extent that a prudent owner would do. Notwithstanding the foregoing, the Mortgagor shall not be obligated to repair any damage caused by reasonable wear and tear which does not affect the use and enjoyment of the improvements except as and when such damage would be ordinarily repaired by a prudent owner;

(d) The Mortgagee by its agents, solicitors or inspectors may enter upon the Mortgaged Premises at any reasonable time to view the state of repair;

(e) Should, in the opinion of the Mortgagee, the Mortgaged Premises not be in proper state of repair, the Mortgagee may serve notice upon the Mortgagor to make such repairs or replacements as the Mortgagee deems proper within a period of Thirty (30) days and in the event of the Mortgagor not having complied or not being in the process of diligently complying with such requisition, the Mortgagee may authorize the making of such repairs or replacements by its agents, employees or contractors and they may enter upon the Mortgaged Premises for the purpose of doing such work with or without the Mortgagor's concurrence and the cost thereof shall be paid for by the Mortgagor upon demand and until paid shall be secured by this Mortgage, bear interest at the rate aforesaid and be a charge upon the Mortgaged Premises in priority to the interest of the Mortgagor. Provided always that should the Mortgagor have vacated or abandoned the Mortgaged Premises or should the Mortgaged Premises be occupied by a tenant or tenants who are failing to properly maintain and repair the same and the Mortgagee, in its sole discretion, deems it necessary to enter upon the Mortgaged Premises in order to properly maintain and preserve its security, then in such events the Mortgagee shall be entitled to so enter and such action by the Mortgagee shall not constitute it a Mortgagee in possession nor liable as such.

6. The Mortgagor represents and warrants to the Mortgagee that:

(a) The Mortgagor has a good title to the Mortgaged Premises;

(b) The Mortgagor has the right to mortgage the Lands;

(c) On default, the Mortgagee shall have quiet possession of the Mortgaged Premises, free from all encumbrances (except the Permitted Encumbrances);

(d) The Mortgagor will execute such further assurances with respect to the Mortgaged

Premises as may be required by the Mortgagee;

(e) The Mortgagor has done no act to encumber the Mortgaged Premises (excepting the Permitted Encumbrances).

7. In the event of default being made in any of the covenants, agreements, provisos, payments or stipulations expressed or implied herein, then:

(a) The Mortgagee at its option may, at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;

(b) The Mortgagee may send or employ an Inspector or Agent to inspect and report upon the value, state and condition of the Mortgaged Premises and a Solicitor to examine and report upon the title to the same;

(c) The Mortgagee may enter into possession of the Mortgaged Premises, either by itself or its agent, and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the said premises or any part thereof for such terms, periods, and at such rent as the Mortgagee shall think proper;

(d) It shall and may be lawful for, and the Mortgagor does hereby grant full power, right and licence to the Mortgagee to enter, seize and distrain upon the Mortgaged Premises or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the premises as much of the Mortgage Monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent;

(e) The whole of the Mortgage Monies shall, at the option of the Mortgagee, become due and payable;

(f) The Mortgagee may exercise each of the foregoing powers without notice to the Mortgagor;

(g) The exercise or the attempted exercise of one or more of the Mortgagee's rights or remedies hereunder shall not affect, delay or prejudice any other rights or remedies nor operate as a waiver thereof, and any or all of the said rights or remedies may be exercised concurrently or successively.

8. The taking of a judgment or judgments on any covenant contained herein or on any covenant which is set forth in any other security for payment of the monies or performance of the obligations hereby secured shall not operate as a merger of such covenant or affect the Mortgagee's right to interest at the rate and times set forth herein on any monies which are owing to the Mortgagee, and

such judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided for herein until the judgement has been paid in full.

The Mortgagor acknowledges that it is aware of the provisions of the Judgment Interest Act of the Revised Statutes of Alberta, 2000 and any amendments thereto, dealing with the award of interest from the date a cause of action arises to the date of judgment, and hereby waives the benefit of such provisions or any legislation similar thereto or in replacement thereof, and agrees to pay interest in accordance with the terms of this Mortgage, both before and after default, maturity and judgement.

9. The Mortgagee may at any time release any part of the Mortgaged Premises, or any of the covenants and agreements herein contained, or any collateral security, either with or without any consideration therefor, and without being accountable either for the value thereof, or for any money except what is actually received, and without thereby releasing or affecting any other of the Mortgaged Premises or any of the other covenants or agreements herein contained or releasing any guarantor of any other security.

10. Neither execution nor registration nor acceptance of this Mortgage, nor the advance of part of the monies secured hereby, shall bind the Mortgagee to advance the said Principal Sum or any unadvanced portion thereof, but nevertheless this Mortgage shall take effect forthwith on the execution of these presents, and if the Principal Sum or any part thereof shall not be advanced on the date hereof, the Mortgagee may advance the same in one or more sums to or on behalf of the Mortgagor at any future date or dates and the amount of such advances when so made shall be secured hereby and repayable with interest as herein provided. In all events, the advance of monies or any part thereof from time to time shall be in the sole, absolute, unfettered and unqualified discretion of the Mortgagee.

11. All proper solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this Mortgage and for examining the Mortgaged Premises and the title thereto, and for making or maintaining this Mortgage as a valid and subsisting charge (subject only to the Permitted Encumbrances) on the Mortgaged Premises, together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, Real Estate Taxes, rates or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the Mortgaged Premises, or in maintaining, repairing, restoring or completing the Mortgaged Premises, and in inspecting, leasing, managing, or improving the Mortgaged Premises, including the price or value of any goods of any sort of description supplied to be used on the Mortgaged Premises, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs as between a solicitor and his own client, and also an allowance for the time, work and expenses of the Mortgagee, or of any agent, solicitor or servant of the Mortgagee, for any purpose herein provided or whether or not such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and shall be a charge on the Mortgaged Premises, together with interest thereon at the said rate, and all such monies shall be repayable to the Mortgagee on demand, or if not demanded, then with the next ensuing instalment

payable hereunder, except as herein otherwise provided, and all such sums together with interest thereon are included in the expression the "Mortgage Monies". It is the express intention and agreement of the Mortgagor and Mortgagee that the Mortgagor shall fully and totally indemnify the Mortgagee for all costs, expenses, charges and monies of any nature whatsoever either directly or indirectly arising out of or associated with this Mortgage.

12. In the event of the Mortgage Monies advanced hereunder or any part thereof being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of, and stand in the position of and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged, and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage or of any claim so paid off shall be final and binding on the Mortgagor.

13. The Mortgagee shall not be charged with any monies receivable or collectible out of the Mortgaged Premises or otherwise except those actually received, and all revenue of the said premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may at the option of the Mortgagee be retained in a suspense account or used in maintaining or insuring or improving the Mortgaged premises, or in payment of taxes or other charges against the Mortgaged Premises, or applied on the mortgage account, and the Mortgagee shall not be under any liability to pay interest on any sums in a suspense account.

14. Any discharge of this Mortgage shall be prepared by the solicitor of the Mortgagee, and the Mortgagee shall have a reasonable time after receipt of payment in full within which to have prepared and to execute such discharge.

15. The Mortgagor shall not make, or permit to be made, any material alterations or additions to the Mortgaged Premises without the consent of the Mortgagee and the Mortgagor shall not use the Mortgaged Premises or permit them to be used for the purpose of any unlawful business, trade or manufacture of any description.

16. Wherever the singular number or masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires. In any case, where this Mortgage is executed by more than one party, all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several. The heirs, executors, administrators, successors and assigns of any party executing this Mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained. The covenants, agreements, stipulations and provisos herein stated shall be in addition to those granted or implied by statute.

17. If the Mortgagor makes default in the performance of the covenants, payments or conditions contained in any prior mortgage, agreement for sale, charge or encumbrance (hereinafter referred to as the "Prior Charge") secured upon the Mortgaged Premises then such default shall constitute a default hereunder and the entire unpaid balance hereby secured together with interest shall, at the option of the Mortgagee, become forthwith due and payable without notice or demand. The

Mortgagee shall be at liberty in case of such default, but shall not be obligated to pay any arrears or other sums payable under the Prior Charge, or pay off all or any portion of the principal and/or interest thereby secured. Any amounts so paid by the Mortgagee shall:

(a) Be added to the amount hereby secured;

(b) Bear interest at the interest rate referred to herein until paid;

(c) Be a charge upon the Mortgaged Premises; and

(d) Unless repaid to the Mortgagee upon demand, shall be recoverable from the Mortgagor in the same manner as if such sum had been originally advanced and secured hereby.

For the purpose of tendering any arrears or other sums payable to a holder of a Prior Charge, the Mortgagor hereby irrevocably appoints the Mortgagee its agent for such purpose and irrevocably directs the Mortgagee to tender such monies upon the holder of a Prior Charge, in the name of and on behalf of the Mortgagor, and in this regard the Mortgagor hereby assigns unto the Mortgagee, its equity of redemption, if any, with respect to the said Prior Charge together with the statutory right of redemption given to the Mortgagor by the provisions of the Law of Property Act of Alberta and any amendments thereto. It is the intention of the parties that the Mortgagee shall have the same rights and powers as the Mortgagor under and pursuant to the terms of the Prior Charge so that the Mortgagee will be in a position to take whatever steps are necessary to bring the Prior Charge into good standing once a default has occurred thereunder. This assignment is not intended to encompass the Mortgagor's entire interest in the said Prior Charge, but only to the extent hereinbefore stipulated. Nothing herein contained shall create an obligation upon the Mortgagee to cure any default on behalf of the Mortgagor.

18. The parties acknowledge that this Mortgage is to be registered subject to the Permitted Encumbrances described in Schedule "B" attached hereto.

19. If the Mortgagor shall be in default in the observance or performance of any of the terms, conditions, covenants or payments described herein or in any additional or collateral security given by the Mortgagor to the Mortgagee, then the Mortgagee may in writing appoint any person or persons, whether an officer or officers or employee or employees of the Mortgagee or not, to be a receiver or receivers of the Mortgaged Premises and assets which are charged in favour of the Mortgagee and the rents and profits derived therefrom. The Mortgagee may remove any Receiver or Receivers so appointed and appoint another or others in his or their stead. The term "Receiver" as used in this Mortgage shall include a Receiver, a Manager, or a Receiver and a Manager. The following provisions shall apply to this paragraph:

(a) A Receiver or Receivers so appointed are conclusively the agent or agents of the Mortgagor and the Mortgagor shall be solely responsible for the acts or defaults and for the remuneration and expenses of the Receiver or Receivers. The Mortgagee shall not be in any

way responsible for any misconduct or negligence on the part of any Receiver or Receivers and may, from time to time, fix the remuneration of every Receiver or Receivers and be at liberty to direct the payment thereof from proceeds collected;

(b) Nothing contained herein and nothing done by the Mortgagee or by a Receiver or Receivers shall render the Mortgagee a Mortgagee in possession or responsible as such;

(c) All monies received by the Receiver or Receivers, after providing for payment and charges ranking prior to this Mortgage and for all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver or Receivers as hereinafter set forth, shall be applied to or towards satisfaction of the monies owing pursuant to this Mortgage;

(d) The Receiver or Receivers so appointed shall have power to:

(i) take possession of, collect and get in the property, rents and profits, charged by this Mortgage and any additional or collateral security granted by the Mortgagor to the Mortgagee and for that purpose to take any proceedings, be they legal or otherwise, in the name of the Mortgagor or otherwise;

(ii) carry on or concur in carrying on the business which the Mortgagor is conducting on and from the Mortgaged Premises;

(iii) lease or re-lease all or any portion of the Mortgaged Premises and for this purpose to execute contracts in the name of the Mortgagor which said contracts shall be binding upon the Mortgagor;

(e) The rights and powers conferred by this paragraph are supplemental to and not in substitution for any other rights which the Mortgagee may have from time to time;

(f) The Mortgagor hereby irrevocably appoints the Mortgagee and any Receiver or Receivers appointed as aforesaid to be its attorney, if the security hereby granted becomes enforceable, in its name and on its behalf to execute and perform any conveyances, assurances and things which the Mortgagor ought to execute and perform under the covenants herein contained and generally to use the name of the Mortgagor in the exercise of any of the powers hereby conferred on the Mortgagee and any Receiver or Receivers;

(g) The Receiver or Receivers appointed hereunder shall not be obligated to take possession or control of the whole of the business of the Mortgagor. Rather, the Mortgagee's right to appoint shall be restricted to the Mortgaged Premises and the rents, profits and any business deriving therefrom.

20. Should the Mortgagor be in default in the observance or performance of any of the covenants, agreements, conditions or payments set forth in this Mortgage, then the Mortgagee shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all

other fees, charges and disbursements an administration and management fee not to exceed $100.00 for each month or part thereof for which the Mortgagor remains in default. This administration and management fee is intended to reimburse the Mortgagee for time and trouble in the management and administration of this Mortgage and of the Mortgaged Premises. The said sum or sums are agreed to be a liquidated amount to cover the Mortgagee's administration and management costs and are not intended nor shall be construed to be a penalty. All such sums payable to the Mortgagee shall be a charge upon the Mortgaged Premises and shall bear interest at the rate hereinbefore stipulated.

21. All notices, requests, demands, pleadings, judicial documentation and any other communications required to be served or given by the terms of this Mortgage or by the Rules of Court of Alberta, The Judicature Act of Alberta, Chapter J-2, Revised Statutes of Alberta, 2000, and any amendments thereto, The Law of Property Act, Chapter L-7, Revised Statutes of Alberta, 2000, and any amendments thereto, as a result of a default by the Mortgagor, including but not restricted to any Statement of Claim issued by the Mortgagee or a Mortgagee's Notice of Motion requesting enforcement of its rights hereunder (the "Notice"), shall be sufficiently served either personally or by prepaid registered mail addressed to the Party to whom the Notice is to be given at the address hereinafter set forth. The Notice shall be conclusively deemed to have been received by the addressee Three (3) business days after mailing thereof as aforesaid; provided that in the case of any real or reasonably apprehended interruption of the mail, service may be by telegraph, telex, or other operative form of electronic written telecommunication (in which case the addressee shall be conclusively deemed to have received the same on the day upon which, in the ordinary course of such telecommunication, the same would have been received). The address for the parties for the purpose hereof shall be:

of the Mortgagor:

Box 1298
Swift Current, Saskatchewan, Canada, S9H 3X4

of the Mortgagee:

280023 Range Road 14
Rocky View County, Alberta T4B 4L9

or at such other address as either party may advise from time to time in writing.

No want of Notice or publication when required by this Mortgage or by any statute nor any impropriety nor irregularity shall invalidate any sale made or purported to be made under this mortgage.

22. The Mortgagor acknowledges receipt of a true copy of this Mortgage.

23. For better securing to the Mortgagee the repayment in the manner aforesaid of the Principal

Sum, interest and other monies secured by this Mortgage, the Mortgagor hereby mortgages to the Mortgagee all of its right, title, estate and interest in the Mortgaged Premises.

24. It is agreed that the Mortgagor when not in default hereunder, shall have the privilege of paying a partial payment or the full amount owing at any time without notice or bonus, PROVIDED HOWEVER, that any partial prepayment shall not affect the Mortgagor's obligations to make all payments herein referred to until the balance outstanding shall have been paid in full.

25. In the event that the Mortgagor shall sell, convey, transfer or assign (or purport to do so) the Mortgaged Premises (but not any portions of the Mortgaged Premises from which this Mortgage has been discharged) to a purchaser, transferee or assignee without first obtaining the Mortgagee's consent in writing, then, at the Mortgagee's option, all monies secured by this Mortgage shall without demand become immediately due and payable. Such consent may be unreasonably or arbitrarily withheld.

26. Notwithstanding any other provision of this Mortgage, the Mortgagee's recourse in relation to the enforcement of this Mortgage shall be limited to the Lands such that there shall be no recourse against the Mortgagor in relation to any covenant to pay.

27. Notwithstanding that the Mortgagor has purchased the lands from the Mortgagee pursuant to an Agreement of Purchase and Sale ("Agreement"), should the Mortgagor claim or prove any claim as against the vendors under the Agreement or the Mortgagee which arises out of or is associated with the Agreement, including without restriction a breach of warranty or representation and damages, it is expressly agreed that the Mortgagor shall not have or claim any right, either at law or in equity, to set off its claim or claims as against the mortgage indebtedness, or any portion thereof. The Mortgagor hereby waives any such right or claim for set-off and agrees that the Agreement and this Mortgage are separate and distinct transactions.

28. The Mortgagor hereby acknowledges that there will be no monies advanced under this Mortgage by the Mortgagee to the Mortgagor, but that this Mortgage for all purposes shall be advanced and shall be deemed to be advanced upon the closing of such Agreement as part payment for, and to secure part payment of, the purchase price payable by the Mortgagor pursuant to the Agreement. For purposes of priority of this Mortgage under the *Land Titles Act* (Alberta) the principal amount of the Mortgage shall be deemed fully advanced as at the time of registration of the Mortgage at the Land Titles Office (Alberta).

29. If any term, covenant or condition of this Mortgage or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Mortgage or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Mortgage shall be valid and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF **102179560 SASKATCHEWAN LTD.** has caused its corporate seal to be hereunto affixed and these presents to be signed by its proper officer thereunto authorized, this 12th day of April, 2024

102179560 Saskatchewan Ltd.

Per: c/s
Director

102179560 SASKATCHEWAN LTD. CORPORATE SEAL

CSV

SCHEDULE A - Page 1 of 2

Legal Description of Mortgaged Premises

PARCEL 1:

MERIDIAN 5 RANGE 2 TOWNSHIP 28
SECTION 1
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

PARCEL 2:

FIRST
MERIDIAN 5 RANGE 1 TOWNSHIP 28
SECTION 6
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SECOND
MERIDIAN 5 RANGE 1 TOWNSHIP 28
SECTION 6
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

PARCEL 3:

MERIDIAN 5 RANGE 1 TOWNSHIP 28
SECTION 5
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

PARCEL 4:

MERIDIAN 5 RANGE 1 TOWNSHIP 28
SECTION 5
QUARTER SOUTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT THE ROAD WIDENING ON PLAN 4015JK
CONTAINING 1.705 HECTARES (4.21 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE A - Page 2 of 2

Legal Description of Mortgaged Premises

PARCEL 5:

MERIDIAN 5 RANGE 1 TOWNSHIP 27
SECTION 31
QUARTER NORTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

PARCEL 6:

MERIDIAN 5 RANGE 1 TOWNSHIP 27
SECTION 31
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

PARCEL 7:

MERIDIAN 5 RANGE 1 TOWNSHIP 27
SECTION 31
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

PARCEL 8:

FIRST
MERIDIAN 5 RANGE 1 TOWNSHIP 27
SECTION 32
QUARTER NORTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SECOND
MERIDIAN 5 RANGE 1 TOWNSHIP 27
SECTION 32
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SCHEDULE B
Permitted Encumbrances

SE 1-28-2-W5M
- 124LI Caveat Great Plains
- 751 018 583 Caveat Bighorn Energy
- 861 139 390 Caveat Bighorn Energy

S 1/2 6-28-1-W5M
- 751 119 727 Water Resources Act Certificate
- 121 008 051 Utility Right of Way

SW 5-28-1-W5M
- 901 274 264 Utility Right of Way

SE 5-28-1-W5M
- 871 056 207 Utility Right of Way

NW 31-27-1-W5M
- 4663LE Caveat Great Plains
- 751 014 159 Caveat Bighorn Energy
- 861 141 286 Caveat Bighorn Energy
- 861 172 298 Caveat Bighorn Energy

NE 31-27-1-W5M
- 121 152 015 Utility Right of Way

SW 31-27-1-W5M
- 123LI Caveat Great Plains
- 751 018 580 Caveat Bighorn Energy
- 861 139 391 Caveat Bighorn Energy

N 1/2 32-27-1-W5M
- 971 328 504 Caveat Advantage Energy
- 121 152 016 Utility Right of Way

DATED: THE 12th DAY OF APRIL, 2024

BETWEEN:

102179560 SASKATCHEWAN LTD.

MORTGAGOR

- and -

SODERGLEN RANCHES LTD.

JANE E. GRAD

MORTGAGEE

MORTGAGE

BEAUMONT CHURCH LLP
Barristers and Solicitors
300, 2912 Memorial Drive SE
Calgary, Alberta T2A 6R1

Solicitors File No: 91,193 SAC/kw



241119041 REGISTERED 2024 05 13
MORT - MORTGAGE
DOC 4 OF 6 DRR#: F0046AT ADR/KCOLLETT
LINC/S: 0021120571 +

9/4

001576

This is **Exhibit "S"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

Kamryn Wiest

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

Scotiabank
THE BANK OF NOVA SCOTIA

SCOTIA LEASING
LEASE – FLOATING RATE
LID #: 001-0051731-000

THE BANK OF NOVA SCOTIA ("**Lessor**")

4715 Tahoe Boulevard, Mississauga, Ontario L4W 0B4
(BRANCH MAILING ADDRESS)

LESSEE FULL NAME ("**Lessee**")

MONETTE FARMS LTD.

STREET ADDRESS	MUNICIPALITY	PROVINCE	POSTAL CODE
P.O. BOX 1298 STN MAIN	SWIFT CURRENT	SK	S9H 3X4

EQUIPMENT LEASED:

NO. of UNITS	DESCRIPTION, MAKE, MODEL, SERIAL NO.	YEAR	NEW/ USED	UNIT COST	TOTAL UNIT COST

☒ SEE ATTACHED SCHEDULE

TOTAL COST OF EQUIPMENT	$8,000,000.00

EQUIPMENT LOCATION

STREET ADDRESS	MUNICIPALITY	PROVINCE
4085-2nd Ave South	LETHBRIDGE	AB

☐ SEE ATTACHED SCHEDULE

TERMS OF PAYMENT:

RENTAL PAYMENTS WILL BE CALCULATED ON A MONTHLY BASIS, USING A LEASE FACTOR EQUAL TO THE INTEREST RATE EQUIVALENT, OF THE THIRTY (30) DAY BANKERS' ACCEPTANCE RATE [THIRTY(30) DAY B.A. RATE] PLUS 1.7000 % (PER ANNUM). THE INTEREST RATE EQUIVALENT, CALCULATED ON A MONTHLY BASIS, OF THE THIRTY (30) DAY BANKERS' ACCEPTANCE AS AT August 17, 2022 IS 3.0300 % PER ANNUM ["BASE B.A. RATE"]

COMMENCEMENT DATE OF LEASE	TERM OF LEASE	NUMBER OF RENT PAYMENTS			ADVANCE RENT
		FIRST RENT PERIOD	SECOND RENT PERIOD	TOTAL	1 PAYMENT(S) OF
August 31, 2022	12 MONTHS PLUS SUCH FURTHER PERIOD AS MAY BE AGREED BY LESSOR AND LESSEE	4	REFER ABC ADDENDUM	REFER ABC ADDENDUM	$261,904.35 EACH (including GST/HST & PST)

BASE RENT PAYMENT	DATE OF FIRST RENT PAYMENT	NUMBER OF INTERIM DAYS	INTERIM RENT IS
$249,432.71 (excluding GST / HST & PST)	September 01, 2022	1	$1,088.55 (including GST/HST & PST)

RENT PAYMENTS TO BE MADE: Quarterly	Purchase Option Price - REFER ABC ADDENDUM

CERTIFICATE OF INSPECTION AND ACCEPTANCE:

Lessee hereby certifies that Equipment has been delivered to Lessee and that:

(i) Lessee has selected, installed, tested and inspected Equipment,
(ii) Equipment is satisfactory for the purposes for which Lessee intends to use Equipment,
(iii) Equipment is in good operating condition and repair, and
(iv) Lessee has accepted Equipment.

THE ADDITIONAL TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES AND APPENDIX(ES) ATTACHED ARE PART OF THIS LEASE. THE PARTIES EXPRESSLY AGREE AND REQUEST THAT THIS LEASE AS WELL AS ALL DOCUMENTS AND NOTICES ISSUED THEREUNDER OR RELATING THERETO BE IN ENGLISH.

LES PARTIES ONT EXPRESSÉMENT EXIGÉ QUE CE CONTRAT DE CRÉDIT-BAIL AINSI QUE TOUS DOCUMENTS ET AVIS ÉMIS EN VERTU DE CELUI-CI OU S'Y RATTACHANT SOIENT EN ANGLAIS.

LESSEE ACKNOWLEDGES RECEIVING A COPY OF THIS LEASE AND AGREES TO ALL THE TERMS AND CONDITIONS SET OUT ABOVE AND ON THE FOLLOWING PAGES.

SIGNED August 24, 2022

ACCEPTED BY LESSOR
THE BANK OF NOVA SCOTIA

BY: _____
(AUTHORIZED OFFICER)

LESSEE †

MONETTE FARMS LTD.
(NAME)

BY: Sign: _____
Title: President + Secretary | Treasurer
Sign: _____
Title:

TERMS AND CONDITIONS OF LEASE/CONTRACT OF LEASING

Lessor leases to Lessee pursuant to the terms and conditions of this Lease/Contract of Leasing (the "Lease") the personal or moveable property described under the heading "Equipment Leased":

1. **EQUIPMENT LEASED** - The personal or moveable property described under the heading "Equipment Leased" or on any schedule attached hereto shall include any attachments, accessories, repair or replacement parts and other personal or moveable property placed on or added to the property (the "Equipment"). Lessee shall give prior notice to Lessor of any additions or substitutions made to the Equipment giving in the notice a description of the additions or substitutions sufficient to identify them for registration purposes.
2. **TERM** - This Lease begins on the date shown under the heading "Commencement Date of Lease" ("Commencement Date") and ends upon the expiration of the number of months shown under the heading "Term of Lease". The term of this Lease comprises a First Rent Period and a Second Rent Period of the respective numbers of rent payments shown under the headings "First Rent Period" and "Second Rent Period".
3. **RENT** -

(a) Lessee shall pay Lessor as rent for the Equipment during the First Rent Period and the Second Rent Period, in advance, the Base Rent Payment shown under the heading "Base Rent Payment" for the respective number of consecutive rent payments shown under the headings "First Rent Period" and "Second Rent Period" plus or minus the rental adjustment for each such rent payment plus federal or provincial sales, use or other applicable taxes or charges payable on the rent payments. The first rent payment shall be due on the date shown under the heading "Date of First Rent Payment" and subsequent rent payments shall be due on the first day of each consecutive month following such date during the First Rent Period and during the Second Rent Period. Lessee agrees to pay Lessor on Commencement Date interim rent in the amount shown under the heading "Interim Rent" for the period from and including the Commencement Date of Lease to the Date of First Rent Payment.

(b) Lessee shall also pay Lessor the number and amount of advance rent payments shown under the heading "Advance Rent". The advance rent payments shall be paid on the Commencement Date and shall be applied to the first rent payment and then to the last rent payments of the First Rent Period in inverse order of their due dates calculating any rental adjustments as nil.

(c) Lessee shall pay Lessor the rent payments referred to herein by debit to Lessee's account as provided for in Lessor's pre-authorized payment authorization which Lessee agrees to execute and deliver to Lessor.

(d) Lessee shall pay interest on any overdue rent payments on demand at a rate per annum equal to the Prime Lending Rate of Lessor from time to time plus 5%, from the due date until payment or the Termination Date if this Lease is terminated under paragraph 15. Prime Lending Rate of Lessor means the variable per annum reference rate of interest as announced and adjusted by Lessor from time to time for loans made by Lessor in Canada in Canadian dollars.

(e) Base Rent Payment shall be adjusted on each rent payment date when the Thirty (30) Day B.A. Rate (Thirty(30) day Banker's Acceptance rate is published by The Bank of Nova Scotia) on the fifteenth day prior to a rental payment date (herein called the "time of billing") is greater than the Base B.A. Rate, as shown under the heading "Terms of Payment", or the Thirty (30) day B.A. Rate is less than the Base B.A. Rate. The amount of the rental adjustment on a rental payment due date up to and including the final rental payment due date shall be calculated on the fifteenth day prior to the rental payment due date by taking the current amount of the Lease outstanding at the time of billing, as determined by Lessor, multiplying it by the difference between the Base B.A. Rate and the Thirty (30) Day B.A. Rate and dividing the result by 12. The adjusted Base Rent Payment shall be the applicable rent payment amount until further adjusted.

All federal or provincial sales, use or other applicable taxes or charges shall be calculated on the amount actually due and payable by Lessee to Lessor on each rental payment due date after the rental adjustment referred to herein has been made and such taxes or charges shall be paid by Lessee. Lessor's GST / HST Registration number is 105195598RT and Lessor's TVQ Registration number is 105195598RT.

4. **PURCHASE OPTION** - Refer ABC Addendum.
5. **WARRANTIES** - Lessor makes no agreements, representations, conditions or warranties, express or implied, statutory or otherwise, respecting the Equipment including but without limitation its merchantability, condition, design, quality, capacity, workmanship, operation or fitness for any purpose or use thereof or its freedom from liens and encumbrances. However, Lessor hereby assigns to Lessee such rights as Lessor may have under any warranty with respect to any Equipment made by any seller or manufacturer thereof. Lessee acknowledges that the seller and manufacturer of the Equipment and the Equipment and its specifications have been selected by Lessee and that Lessor has purchased this Equipment at the request of Lessee for the purpose of this Lease. If the Equipment is not properly installed, does not operate as intended by Lessee or as represented by the manufacturer or this seller, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Lessee shall claim only against such seller or manufacturer and shall nevertheless unconditionally pay Lessor all rent and other amounts expressed to be payable hereunder.
6. **REPRESENTATIONS AND WARRANTIES OF LESSEE** - Lessee, if a corporation, warrants, covenants and represents that:

(a) Lessee is a corporation legally incorporated and validly existing, in good standing, under the laws of the jurisdiction of its incorporation, with adequate corporate power to enter into this Lease;

(b) this Lease has been duly authorized by all necessary corporate action on the part of Lessee and constitutes a legal and valid agreement binding upon Lessee and is enforceable in accordance with its terms; and

(c) the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of any lien, charge, encumbrance or security interest upon any property or assets of Lessee pursuant to any of Lessee's stocks, bonds, notes or debentures outstanding, or any agreement, indenture or other instrument to which Lessee is a party or by which Lessee or its property may be bound or affected.

7. **LOCATION & LESSOR'S INSPECTION** - The Equipment shall remain at the place shown on the front of this Lease under the heading "Location of Equipment" and on any schedule attached hereto and shall not be moved therefrom without Lessor's prior written consent. At any reasonable time, Lessor may enter to inspect the Equipment and related records.

8. **TAXES; INDEMNITY** - Lessee agrees to comply with all laws, regulations and orders relating to this Lease and to the Equipment and the use thereof and to pay when due, all licence fees, assessments and sales, use, property, excise and other taxes or charges (other than income or corporation taxes payable by Lessor) now or hereafter imposed by any federal, provincial or municipal taxing authority upon this Lease or any Equipment or the purchase, ownership, delivery, leasing, possession, use, operation, and return thereof. If Lessee fails to pay such fees, taxes or other charges, Lessor may do so and charge any amounts paid and incidental expenses of Lessor (including, but not limited to legal expenses) to Lessee. Lessee assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless Lessor, its agents, employees, officers, directors, successors and assigns, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor, its agents, employees, officers, directors, successors and assigns, in any way relating to or arising out of the ownership, possession, use, selection, delivery, leasing, operation, maintenance, return or condition of the Equipment or any failure on the part of Lessee to perform or comply with any terms of this Lease. The indemnities contained in this clause shall survive the termination of this Lease.

9. **USE; ASSIGNMENT** - Lessee will cause the Equipment to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent and duly qualified personnel only, in accordance with all applicable laws and for the primary purpose of carrying on a business. Lessee shall not change the original intended use of the Equipment without the prior written consent of Lessor. Lessee agrees not to sell, assign, sublet, mortgage, pledge, hypothecate, or otherwise encumber or suffer a lien upon or against any interest in this Lease or the Equipment or to change the location of the Equipment without Lessor's prior written consent. Lessor may assign its rights hereunder to any other person.

10. **TITLE, IDENTIFICATION; PERSONAL PROPERTY** - No right, title or interest in the Equipment shall pass to Lessee other than, conditional upon Lessee's compliance with and fulfillment of the terms and conditions of this Lease, the right to maintain possession of and use of the Equipment for the full lease term. Lessor may require plates or markings to be affixed to or placed on each item of the Equipment indicating Lessor as owner. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed personal or moveable property, even though the Equipment may hereafter become attached or affixed to realty or immoveable property. The Lessee shall be entitled to complete the applicable motor vehicle registration for the Equipment indicating the Lessee as the registered owner of the motor vehicle and the motor vehicle license plate. Notwithstanding the registration of the motor vehicle indicating the Lessee as registered owner, the title provisions contained in this clause shall continue to apply and govern the relationship between the Lessor and the Lessee (and the Lessor will continue to claim capital cost allowance on the Equipment and Lessee will not).

11. **MAINTENANCE; REPAIRS; LOSS AND DAMAGE** - Lessee, at its own cost and expense, shall maintain all Equipment in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required therefor. If Lessee fails to so maintain the Equipment, Lessor may do so and charge the cost of maintenance, including all related taxes and charges, to Lessee. Lessee may make additions to the Equipment provided that such additions do not impair the value or utility thereof. Lessee shall give prior written notice to Lessor of any additions made to the Equipment giving in the notice a description of the additions sufficient to identify them for registration purposes. Lessee hereby assumes and shall bear the entire risk of loss, theft and damage to or destruction of the Equipment (partial or otherwise) from any and every cause whatsoever. If any item of Equipment is damaged, Lessor shall apply the insurance proceeds to repair such item. If any item of Equipment is lost, stolen or substantially destroyed, Lessor may apply the insurance proceeds to replace such item or retain the insurance proceeds in satisfaction of that proportion of the amounts which Lessor would be entitled to recover from Lessee under paragraphs 16(a)(ii) and (iv) and 16 (b) if this Lease had terminated pursuant to paragraph 15 as of the date on which Lessor received the insurance proceeds which the original unit cost of such item bears to the total cost of all the Equipment, provided that if the insurance proceeds are less than the aggregate of such proportional amounts, Lessee shall pay Lessor the difference.

12. **INSURANCE** – Lessee shall maintain in force at Lessee's expense, insurance against loss, theft, damage to and destruction of the Equipment in an amount satisfactory to Lessor with loss payable to Lessor. Lessee shall also maintain in force at Lessee's expense, public liability insurance in an amount satisfactory to Lessor, with Lessor as an additional insured. If Lessee fails to maintain such insurance, Lessor may do so and charge the cost of insurance premiums, including all related taxes and charges, to Lessee. Lessee shall maintain all such insurance effective from the time of delivery of the Equipment, and shall immediately deliver to Lessor evidence of such insurance coverage. All insurance shall provide for 10 days written notice to Lessor before any policy may be cancelled or altered.

13. **ADDED CHARGES** - All costs, including legal and appraisal fees incurred by the Bank relative to security and other documentation and the enforcement thereof, shall be for the account of the Lessee and may be charged to the Lessee's account when submitted. Any amounts charged to Lessee under this or any of paragraphs 8, 11, or 12 are due to Lessor as Added Charges under this Lease on demand with interest at a rate per annum equal to the Prime Lending Rate of Lessor from time to time plus 5%, from the due date until payment or the Termination Date if this Lease has terminated under paragraph 15.

14. **DEFAULT** - The occurrence of any one of the following events shall constitute a Default under this Lease:

(a) Lessee fails to make any rent payment, pay any interest on any overdue payments, or to pay any Added Charges payable under this Lease on its due date;

(b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by Lessee hereunder;

(c) any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor in connection herewith proves to be incorrect in any material respect;

(d) Lessee defaults under any other agreement to which Lessee and Lessor are parties;

(e) any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or any other proceedings for the relief of debtors are instituted by or against Lessee and, if instituted against Lessee, are allowed, consented to or not dismissed or stayed within 30 days after such institution;

(f) a trustee, receiver or receiver and manager is appointed for Lessee or for part or all of the property of Lessee;

(g) Lessor, in good faith, believes the ability of Lessee to pay or perform any term or condition of this Lease is impaired, or that the Equipment is in danger of being lost, damaged or confiscated.

15. **TERMINATION ON DEFAULT** -

(a) Upon the occurrence of a Default described in (a), (b), (c) or (d) of paragraph 14, Lessor may give to Lessee a written notice which shall contain a description of the Default, a demand that the Default be remedied within the period specified in the notice, and a statement that if the Lessee fails to remedy the Default within such period this Lease shall be conclusively presumed to have been repudiated by Lessee and shall terminate on the expiration of such period.

(b) Upon the occurrence of a Default described in (e), (f) or (g) of paragraph 14, Lessor may give a written notice to Lessee and a copy thereof to any trustee, receiver and manager or other person appointed to administer property of Lessee, which shall contain a description of the Default, a demand that within the period specified in the notice arrangements satisfactory to Lessor be made for all rent payments and other amounts payable hereunder to be paid by or on behalf of Lessee, and a statement that if such arrangements are not made within such period, this Lease shall be conclusively presumed to have been repudiated by Lessee and shall terminate on the expiration of such period.

16. **REMEDIES ON TERMINATION -**

(a) If this Lease shall terminate on the expiration of a notice (a "Termination Date") given under paragraph 15 hereof, Lessor shall be entitled to:

(i) enter upon the premises where the Equipment is located and take possession of and remove the Equipment, whether affixed to real or immoveable property or not, without liability to Lessee for any damage to such premises caused by taking of possession and removal of the Equipment;

(ii) recover from Lessee all arrears of rent, interest on any overdue rent payments, and Added Charges payable under the Lease on the Termination Date;

(iii) lease or sell the Equipment to any other person;

(iv) recover from Lessee the amount of the loss and damages for loss of a bargain and not as a penalty, if any, suffered by Lessor as a result of the termination; and

(v) to the extent permitted by applicable law, recover from Lessee all costs incurred by Lessor in connection with the Default and termination of this Lease, including but not limited to the costs incurred putting the Equipment in the condition required by paragraph 11 and all legal and other out-of-pocket costs incurred in enforcing the remedies available to Lessor referred to in this paragraph (a).

(b) The amount of the loss and damages for which Lessee shall be liable under paragraph (a) (iv) hereof as of the Termination Date shall be the amount, if any, by which the value of the Equipment to Lessor if this Lease had not been terminated exceeds the value of the Equipment to Lessor after this Lease has been terminated. For the purpose of calculating the amount of such loss and damage:

(i) "The value of the Equipment to Lessor if this Lease had not been terminated" shall be the aggregate of all rent payments and other amounts which were to be payable under this Lease up to the date following the Termination Date on which a rent period expires (the "Expiry Date"), plus the estimated fair market value of the Equipment on the Expiry Date as such amounts are discounted to the Termination Date at a rate of 2% per annum.

(ii) "The value of the Equipment to Lessor after this Lease has been terminated" shall be, if the Equipment is leased to any other person, the aggregate of all rent payments and other amounts which are payable under the new lease plus the estimated fair market value of the Equipment on the date on which the term of the new lease is to expire or, if the Equipment is sold to any other person, the estimated fair market value of the Equipment on the date of sale, subject in each case, to the amount so determined being discounted to the Termination Date at a rate of 2% per annum.

(c) Interest shall be payable by Lessee to Lessor at a rate per annum equal to the Prime Lending Rate of Lessor from time to time plus 5% on the arrears of rent and Added Charges referred to in paragraph (a) (ii) hereof and on the amount of the loss and damages referred to in paragraph (a) (iv) hereof and determined in accordance with paragraph (b) hereof, from the Termination Date to the date of payment.

17. **DISPOSAL OF EQUIPMENT** - Refer ABC Addendum.

18. **FURTHER ASSURANCES** - Lessee will promptly execute and deliver to Lessor such further documentation and take such further actions as Lessor may request in order to more effectively carry out the intent and purpose hereof.

19. **WAIVER BY LESSEE** - Lessee, if a corporation, waives the rights, benefits and protection given by the Seizures Act of Alberta and agrees that the Limitation of Civil Rights Act of Saskatchewan shall not apply to this Lease or the rights, powers and remedies of Lessor under this Lease. In the event of the amendment, consolidation, or revision of the Seizures Act of Alberta or the Limitation of Civil Rights Act of Saskatchewan, or the enactment of successor statutory provisions having a similar effect by these jurisdictions, Lessee hereby waives and releases any rights, benefits or protection provided by such amendment, consolidation, revision or successor statutory provisions and agrees that such amendment, consolidation, revision or successor statutory provisions shall not apply to this Lease or to the rights, powers or remedies of Lessor under this Lease.

20. **CONFLICT WITH APPLICABLE LAW** - Any provision of this Lease prohibited by the applicable law of any province or territory shall as to such province or territory be ineffective to the extent of the prohibition without invalidating the remaining provisions of this Lease.

21. **WAIVER** - Time is of the essence with respect to this Lease and no waiver by Lessor of any default shall constitute a waiver of any other default by Lessee.

22. **NO CANCELLATION** - This Lease cannot be cancelled or terminated except as expressly provided in this Lease unless otherwise agreed to in writing with the Bank.

23. **LESSEE'S OBLIGATIONS UNCONDITIONAL** – Lessee shall pay or perform its obligations under this lease unconditionally and without regard to any set-off, compensation, counterclaim or equities between Lessee and Lessor.

24. **LESSOR'S ASSIGNMENT** - Lessor may assign its interest and rights in the Equipment and in this Lease to any other person. Lessee accepts any such assignment without regard to any set-off, compensation, counterclaim or equities between Lessee and Lessor.

25. **FINANCIAL AND CREDIT INFORMATION** - Lessee shall furnish to Lessor an audited consolidated balance sheet and statements of profit and loss and each category of surplus for each fiscal year within 120 days of the end of the fiscal year or other such timeframe as agreed to in writing with the Bank, and such other financial information and statements as Lessor may from time to time require. **Lessee hereby consents to Lessor conducting a personal investigation or credit check on Lessee.**

26. **NOTICES & DEMANDS** - Any notice or demand given or made under this Lease may be given or made by personal delivery or by prepaid registered mail to the party to whom it is given or made addressed to such party at the address shown in this Lease or at such other address as such party may notify to the other party in writing. Any notice or demand so given or made shall be conclusively deemed to be given or made on the date of delivery if personally delivered or on the third business day after the date of mailing, if mailed.

27. **ENTIRE AGREEMENT** - This Lease and any Schedule attached to it and any Purchase Order relating to the Equipment shall constitute the entire agreement between Lessor and Lessee and may only be amended in a document signed by Lessor and Lessee. No agreements or understandings shall be binding on Lessor and Lessee unless included in this Lease, the Purchase Order or another document signed by Lessor and Lessee.

28. **SUCCESSORS & ASSIGNS** - This Lease shall be binding upon and enure to the benefit of the successors and assigns of Lessor, and the heirs, personal representatives, successors and permitted assigns of Lessee.

29. **GOVERNING LAW** - This Lease shall be governed in all respects by the laws of the province or territory first set out above under the heading "Location of Equipment".

30. **WAIVER OF FINANCING STATEMENT** - Lessee expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by Lessor in connection with this Lease or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.

Scotiabank
THE BANK OF NOVA SCOTIA

SCOTIA LEASING
ABC ADDENDUM
LID #: 001-0051731-000

ADDENDUM TO LEASE DATED August 24, 2022 *("Lease")*

between
THE BANK OF NOVA SCOTIA ("Lessor")
and

MONETTE FARMS LTD. *("Lessee")*

The terms of the Lease are hereby amended by deleting paragraph 4 of the Lease and substituting therefor the following:

"Provided that the Lease has not been terminated earlier and the Lessee is not in default under the Lease, the Lessee shall, by 60 days prior written notice delivered to Lessor, elect one of the following options:

(a) Purchase the Equipment on September 01, 2023 for a purchase price of $7,359,015.84, which is the estimated fair market value of the Equipment as at such date, plus all other amounts due or owing under the Lease and any provincial or federal sales or other applicable taxes, licence, or registration fees or other assessments or charges arising out of the purchase, or;

(b) Identify a third party acceptable to the Bank to purchase the Equipment from the Bank on September 01, 2023 for a purchase price of $7,359,015.84 which is the estimated fair market value of the Equipment as at such date, plus all other amounts due or owing under the Lease and any provincial or federal sales or other applicable taxes, licence, or registration fees or other assessments or charges arising out of the purchase, or;

(c) Rent the Equipment for a further period commencing September 01, 2023 subject to credit approval and either a new Lease or Lease Extension Agreement being executed by Lessee and Lessor for a revised term and rent payment to be established by Lessor acting reasonably.

In the event that neither option (a) nor (b) are completed, then Lessee shall be deemed to have elected option (c) above. However, should Lessor not approve the credit for a new Lease or Lease Extension Agreement or should Lessee fail to execute said documentation, then Lessee shall be deemed to have elected option (a) above."

The terms of the Lease are hereby further amended by deleting paragraph 17 of the Lease and substituting therefor the following:

"At the end of the term of the Lease, which includes any such further term as may be agreed between Lessee and Lessor, Lessee shall at Lessee's expense and risk and as directed by Lessor, either (a) return the Equipment to a location designated by Lessor in the same condition as when delivered, reasonable wear and tear excepted, or (b) dispose of the Equipment."

LESSEE †

MONETTE FARMS LTD.

Sign: _____

Title: President + Secretary - Treasurer

Sign: _____

Title:

LESSOR

THE BANK OF NOVA SCOTIA

Sign: _____

Title:

001583

Scotiabank
THE BANK OF NOVA SCOTIA

SCOTIA LEASING
SCHEDULE OF EQUIPMENT
LID #: 001-0051731-000

CUSTOMER NAME: MONETTE FARMS LTD.

NO. of UNITS	DESCRIPTION, MAKE, MODEL, SERIAL NO.	YEAR	NEW/ USED	UNIT COST	TOTAL UNIT PRICE
	THIS SCHEDULE IS ATTACHED TO AND FORMS PART OF SCHEDULE OF EQUIPMENT / SUMMATY OF INVOICES NUMBERED 2 THROUGH 2				
				TOTAL PRICE	$8,000,000.00

Initials† DM

Scotiabank

Schedule of Equipment
Summary of Invoices
LID#001-0051731-000
MONETTE FARMS LTD.

Equipment Description	S/N	NET	Pro-Rate Net Amount	GST	Total
PEA PROTEIN EXTRACTION / SEPARATION SYSTEM					
Decanter - Z3 (#1)	200075303	$829,835.00	**$794,855.22**	$39,742.76	$834,597.98
Clarifier Feed Surge Tank - 1000ltr	4452-30A	$205,460.00	**$196,799.31**	$9,839.97	$206,639.27
Clarifier Centrate Surge Tank - 1000ltr	4452-30B	$68,628.00	**$65,735.15**	$3,286.76	$69,021.90
Mol Storage Tank - 10,000ltr	4107-26	$57,006.00	**$54,603.04**	$2,730.15	$57,333.20
Rinse 1 Tank - 3800 ltr	4452-30C	$100,620.00	**$96,378.60**	$4,818.93	$101,197.53
Decanter - Z3 (#2)	200075322	$829,835.00	**$794,855.22**	$39,742.76	$834,597.98
Rinse 2 Tank - 4800 ltr	4127-14	$57,006.00	**$54,603.04**	$2,730.15	$57,333.20
Decanter Z3 (#3)	200075430	$829,835.00	**$794,855.22**	$39,742.76	$834,597.98
Surge Tank - Heat Treatment - 1000 ltr	4452-30D	$114,239.00	**$109,423.52**	$5,471.18	$114,894.69
Extraction Tank - 7000ltr	4107-41B	$57,006.00	**$54,603.04**	$2,730.15	$57,333.20
Surge Tank - to Decanter - 1000 ltr	4452-14	$114,239.00	**$109,423.52**	$5,471.18	$114,894.69
Decanter Z3 (#4)	200075451	$829,835.00	**$794,855.22**	$39,742.76	$834,597.98
Surge Tank 1 - 1000 ltr	40037-30A	$114,239.00	**$109,423.52**	$5,471.18	$114,894.69
Extraction Rewash Tank 1 - 7000ltr	4107-41A	$57,006.00	**$54,603.04**	$2,730.15	$57,333.20
Decanter Z3 (#5)	200075732	$829,835.00	**$794,855.22**	$39,742.76	$834,597.98
Pro Center Surge Tank to Heat Tri - 1800ltr	B4452-13	$109,466.00	**$104,851.71**	$5,242.59	$110,094.30
PEA PROTEIN DRYER SYSTEM					
PCX-94 Dryer Turbine	2022059365	$2,478,204.00	**$2,373,741.03**	$118,687.05	$2,492,428.08
Dryer Feed Buffer Tank - 757ltr	4452-30E	$69,627.75	**$66,692.75**	$3,334.64	$70,027.39
Dryer Duct Heater	DT12490	$79,153.30	**$75,816.78**	$3,790.84	$79,607.61
Cyclone Receiver	371131-1	$23,804.50	**$22,801.08**	$1,140.05	$23,941.13
Dryer Refeed Vol Feeder	60-00654	99,386.36	**$95,196.96**	$4,759.85	$99,956.81
Exhaust Blower	28235	$133,695.00	**$128,059.40**	$6,402.97	$134,462.37
Positive Blower	45000113256	$92,860.98	**$88,946.64**	$4,447.33	$93,393.97
Bag House Dust Collector	301135	$171,240.00	**$164,021.77**	$8,201.09	$172,222.86
		$8,352,061.89	**$8,000,000.00**	$400,000.00	$8,400,000.00

This Schedule of Equipment is attached to and forms a part of Lease Contract dated August 24,2022 and Insurance Certificate form.

INITIALS

Scotiabank
THE BANK OF NOVA SCOTIA

SCOTIA LEASING
BILL OF SALE
LID #: 001-0051731-000

SELLER'S NAME
MONETTE FARMS LTD.

STREET ADDRESS
P.O. BOX 1298 STN MAIN

MUNICIPALITY
SWIFT CURRENT

PROVINCE
SK

POSTAL CODE
S9H 3X4

BUYER'S NAME
THE BANK OF NOVA SCOTIA

ADDRESS
4715 Tahoe Boulevard, Mississauga, Ontario L4W 0B4

EQUIPMENT:

NO. of UNITS	DESCRIPTION, MAKE, MODEL, SERIAL NO.	YEAR	NEW/ USED	UNIT COST	TOTAL UNIT COST

☒ SEE ATTACHED SCHEDULE

LOCATION OF EQUIPMENT:

STREET ADDRESS: 4085-2nd Ave South
MUNICIPALITY: LETHBRIDGE, AB
POSTAL CODE: T1J 1Z2

☐ SEE ATTACHED SCHEDULE

TOTAL COST / PRICE	$8,000,000.00
PLUS GST / HST (Seller's GST / HST Registration #821340221)	$400,000.00
PLUS TVQ (Seller's TVQ Registration #)	$0.00
TOTAL	$8,400,000.00

The above SELLER (the "Seller"), as beneficial owner, hereby sells, assigns and transfers to the above BUYER (the "Buyer") the above EQUIPMENT (the "Equipment") and all the right, title and interest of the Seller in and to the Equipment, in consideration of payment by the Buyer to the Seller of the amount shown above as the TOTAL (receipt of which is hereby acknowledged by the Seller), to have and to hold the Equipment to the sole use of the Buyer forever.
The Seller hereby represents, warrants and agrees with the Buyer that:

(a) the Seller is the sole beneficial owner of the Equipment, free and clear from any liens, encumbrances or other security interests;
(b) the Seller is entitled to sell, assign and transfer to the Buyer the Equipment and all the right, title and interest of the Seller in and to the Equipment;
(c) the Equipment is correctly described in this Bill of Sale and is in the possession of the Seller at the LOCATION OF EQUIPMENT shown above.

The Seller shall indemnify the Buyer against all actions, proceedings, claims and demands by any person in respect of or in any way relating to the Equipment or this Bill of Sale.

The Seller shall do and give all such further acts and assurances and shall deliver to the Buyer all such further documents as the Buyer may require for the purpose of giving effect to this Bill of Sale.

In this Bill of Sale, "Seller" includes the heirs, personal representatives, successors and assigns of the Seller and "Buyer" includes the successors and assigns of the Buyer. This Bill of Sale shall enure to the benefit of and be binding upon the Seller and the Buyer.

Parties have requested that this Bill of Sale and related documents be drafted in English. Les parties ont exigé que cet acte de vente et les documents y afférents soient rédigés en anglais.

SIGNED August 24, 2022

SELLER †

BY: Sign: _____
Title:
Sign: _____
Title:

SELLER †

MONETTE FARMS LTD.
(NAME)

BY: Sign: _____
Title: President + Secretary-Treasurer
Sign: _____
Title:

001586

Scotiabank
THE BANK OF NOVA SCOTIA

SCOTIA LEASING
WAIVER OF WARRANTY – LEASE
LID #: 001-0051731-000

The undersigned MONETTE FARMS LTD. ("Lessee") hereby refers to a Lease dated August 24, 2022 (the "Lease"), between The Bank of Nova Scotia (the "Bank") as Lessor and the undersigned Lessee and to the equipment (the "Equipment") leased thereunder.

The undersigned hereby agrees with and confirms to the Bank as follows:

1. The undersigned is solely responsible for the selection of Equipment and the selection of the supplier(s) and manufacturer(s) thereof.

2. The undersigned hereby waives any warranties or representations with respect to the Equipment which the Bank makes or is required to make by law, if any, or otherwise and agrees that it shall make any claims with respect to any warranties or representations only against the supplier or manufacturer of the Equipment.

3. The undersigned hereby agrees to indemnify the Bank against any and all losses which the Bank has suffered or may suffer by reason of any claim whatsoever against the Bank with respect to any warranties or representations as to the Equipment.

LESSEE †

MONETTE FARMS LTD.

BY: Sign: _____

Title: President + Secretary-Treasurer

Sign: _____

Title:

Scotiabank
THE BANK OF NOVA SCOTIA

SCOTIA LEASING
SCHEDULE OF EQUIPMENT
LID #: 001-0051731-000

CUSTOMER NAME: MONETTE FARMS LTD.

NO. of UNITS	DESCRIPTION, MAKE, MODEL, SERIAL NO.	YEAR	NEW/ USED	UNIT COST	TOTAL UNIT PRICE
	THIS SCHEDULE IS ATTACHED TO AND FORMS PART OF SCHEDULE OF EQUIPMENT / SUMMATY OF INVOICES NUMBERED 2 THROUGH 2				
				TOTAL PRICE	$8,000,000.00

Initials† DM

Scotiabank

Schedule of Equipment
Summary of Invoices
LID#001-0051731-000
MONETTE FARMS LTD.

Equipment Description	S/N	NET	Pro-Rate Net Amount	GST	Total
PEA PROTEIN EXTRACTION / SEPARATION SYSTEM					
Decanter - Z3 (#1)	200075303	$829,835.00	**$794,855.22**	$39,742.76	$834,597.98
Clarifier Feed Surge Tank - 1000ltr	4452-30A	$205,460.00	**$196,799.31**	$9,839.97	$206,639.27
Clarifier Centrate Surge Tank - 1000ltr	4452-30B	$68,628.00	**$65,735.15**	$3,286.76	$69,021.90
Mol Storage Tank - 10,000ltr	4107-26	$57,006.00	**$54,603.04**	$2,730.15	$57,333.20
Rinse 1 Tank - 3800 ltr	4452-30C	$100,620.00	**$96,378.60**	$4,818.93	$101,197.53
Decanter - Z3 (#2)	200075322	$829,835.00	**$794,855.22**	$39,742.76	$834,597.98
Rinse 2 Tank - 4800 ltr	4127-14	$57,006.00	**$54,603.04**	$2,730.15	$57,333.20
Decanter Z3 (#3)	200075430	$829,835.00	**$794,855.22**	$39,742.76	$834,597.98
Surge Tank - Heat Treatment - 1000 ltr	4452-30D	$114,239.00	**$109,423.52**	$5,471.18	$114,894.69
Extraction Tank - 7000ltr	4107-41B	$57,006.00	**$54,603.04**	$2,730.15	$57,333.20
Surge Tank - to Decanter - 1000 ltr	4452-14	$114,239.00	**$109,423.52**	$5,471.18	$114,894.69
Decanter Z3 (#4)	200075451	$829,835.00	**$794,855.22**	$39,742.76	$834,597.98
Surge Tank 1 - 1000 ltr	40037-30A	$114,239.00	**$109,423.52**	$5,471.18	$114,894.69
Extraction Rewash Tank 1 - 7000ltr	4107-41A	$57,006.00	**$54,603.04**	$2,730.15	$57,333.20
Decanter Z3 (#5)	200075732	$829,835.00	**$794,855.22**	$39,742.76	$834,597.98
Pro Center Surge Tank to Heat Tri - 1800ltr	B4452-13	$109,466.00	**$104,851.71**	$5,242.59	$110,094.30
PEA PROTEIN DRYER SYSTEM					
PCX-94 Dryer Turbine	2022059365	$2,478,204.00	**$2,373,741.03**	$118,687.05	$2,492,428.08
Dryer Feed Buffer Tank - 757ltr	4452-30E	$69,627.75	**$66,692.75**	$3,334.64	$70,027.39
Dryer Duct Heater	DT12490	$79,153.30	**$75,816.78**	$3,790.84	$79,607.61
Cyclone Receiver	371131-1	$23,804.50	**$22,801.08**	$1,140.05	$23,941.13
Dryer Refeed Vol Feeder	60-00654	99,386.36	**$95,196.96**	$4,759.85	$99,956.81
Exhaust Blower	28235	$133,695.00	**$128,059.40**	$6,402.97	$134,462.37
Positive Blower	45000113256	$92,860.98	**$88,946.64**	$4,447.33	$93,393.97
Bag House Dust Collector	301135	$171,240.00	**$164,021.77**	$8,201.09	$172,222.86
		$8,352,061.89	**$8,000,000.00**	$400,000.00	$8,400,000.00

This Schedule of Equipment is attached to and forms a part of Lease Contract dated August 24,2022 and Insurance Certificate form.

INITIALS

This is **Exhibit "T"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

Kamryn Wiest

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

Scotiabank
THE BANK OF NOVA SCOTIA

SCOTIA LEASING
EQUIPMENT FINANCE CONTRACT
HYPOTHEC - FLOATING RATE, 30 DAY BANKER'S ACCEPTANCE
LID #: 001-0070419-000

BANK

FULL NAME: THE BANK OF NOVA SCOTIA ("Bank")

ADDRESS: 4715 TAHOE BOULEVARD

MUNICIPALITY: MISSISSAUGA PROVINCE: ONTARIO POSTAL CODE L4W 0B4

BORROWER

FULL NAME: MONETTE FARMS LTD. ("Borrower")

ADDRESS: P.O. BOX 1298 STN MAIN

MUNICIPALITY: SWIFT CURRENT PROVINCE: SASKATCHEWAN POSTAL CODE S9H 3X4

EQUIPMENT: (the "Equipment")

NO. of UNITS	DESCRIPTION, MAKE, MODEL, SERIAL NO.	YEAR	NEW/ USED	UNIT VALUE	TOTAL VALUE
1	BEECHCRAFT PREMIER I C-GYPV AIRCRAFT s/n RB-16 (USD$1,125,000.00 @ 1.3383 ☑SEE ATTACHED AIRCRAFT APPENDIX FINANCE CONTRACT APPENDIX	2003	USED	$1,505,587.50	$1,505,587.50
			AMOUNT TO BE FINANCED		$1,505,587.50

STATEMENT OF TRANSACTION:

(1)	AMOUNT TO BE FINANCED		$1,505,587.5
(2)	INTEREST (Base Annual Floating Rate	2.380%)	$67,170.2
(3)	TOTAL CONTRACT BALANCE (1) + (2)		$1,572,757.7

PAYMENTS:

Thirty (30) Day Banker's Acceptance Rate as at SEPTEMBER 9, 2020 is 0.480% per annum.

Commencement Date is	SEPTEMBER 11, 2020	Date of First Payment is	NOVEMBER 1, 2020
Installment shall be made:	☐Monthly (in arrears) ☐Quarterly (in arrears)	☑In accordance with the following Schedule of Payments:	

Number of Payments	Amount of Payment	From (Mth/Day/Year)	To (Mth/Day/Year)
24	SEE ATTACHED PAYMENT SCHEDULE	NOVEMBER 1, 2020	OCTOBER 1, 2022
Base Payment Amount is	SEE ATTACHED PAYMENT SCHEDULE	Number of Interim Days is 20	Interim Payment is $1,963.45

INSTALLMENTS:

Borrower shall pay to the Bank the TOTAL CONTRACT BALANCE shown on line 3 under "STATEMENT OF TRANSACTION" plus or minus Base floating rate adjustment calculations at The Bank of Nova Scotia (the "Bank") branch located at

4715 TAHOE BOULEVARD, MISSISSAUGA, ONTARIO, L4W 0B4

(BRANCH ADDRESS)

(CHECK ONE BOX)

☐	In installments of each, commencing on and thereafter, at the intervals specified under "PAYMENTS", on the same day of the month as the first installment. The final installment on shall equal the amount of the TOTAL CONTRACT BALANCE then unpaid plus or minus any interest adjustment thereon.
☑	in installments in accordance with the Schedule of Payments shown under "PAYMENTS".

Plus an interim payment as outlined under "PAYMENTS" payable on Commencement Date for the period from Commencement Date to the end of that month inclusive, only if Commencement Date is other than the 1st of the month.

If any installment is not paid when due or if any event set out in Condition 13 of this Contract occurs, the amount of the TOTAL CONTRACT BALANCE then unpaid and accrued interest thereon shall become due and payable, with interest at a rate per annum equal to the Prime Lending Rate of the Bank from time to time plus 5% on any defaulted installment from the date of default until payment. Prime Lending Rate means the variable per annum reference rate of interest as announced and adjusted by the Bank from time to time for loans made by the Bank in Canada in Canadian dollars.

FLOATING RATE ADJUSTMENT CALCULATIONS:

Rental Payments will be calculated on a monthly basis, using a factor equal to the interest rate equivalent, of the Thirty(30) day Bankers' Acceptance Rate [Thirty(30) Day B.A. Rate] plus 1.900% percent per annum.

Borrower shall pay to the Bank an adjustment with each payment when the Thirty(30) Day B.A. Rate published by The Bank of Nova Scotia on the fifteenth day prior to a payment due date is greater than the Base B.A. Rate shown under "PAYMENTS". The Bank shall credit Borrower with an adjustment when the Thirty(30) Day B.A. Rate on the fifteenth day prior to a payment due date is less than the Base B.A. Rate.

The amount of the adjustment on the due date of any payment ("Payment Due Date") up to an including the final Payment Due Date shall be calculated on the fifteenth day prior to the Payment Due Date by taking the current amount of the TOTAL CONTRACT BALANCE outstanding at the time of calculation, as determined by the Bank, multiplying it by the difference between the Base B.A. Rate and the then current Thirty(30) Day B.A. Rate and dividing the result by 12.

If the Thirty(30) Day B.A. Rate of the Bank in effect at time of billing is **LESS THAN** the Base B.A. Rate, the adjustment will be **SUBTRACTED FROM** the Base Payment Amount shown under "PAYMENTS".

If the Thirty(30) Day B.A. Rate of the Bank in effect at time of billing is **GREATER THAN** the Base B.A. Rate, the adjustment will be **ADDED TO** the Base Payment Amount shown under "PAYMENTS".

LOCATION OF EQUIPMENT:

STREET ADDRESS: 20 WAYNE HICKS LN

MUNICIPALITY: SASKATOON PROVINCE: SASKATCHEWAN

☐ SEE ATTACHED SCHEDULE

CERTIFICATE OF INSPECTION AND ACCEPTANCE:

Borrower hereby certifies that Equipment has been delivered to Borrower and that:

(i) Borrower has selected, installed, tested and inspected Equipment,
(ii) Equipment is satisfactory for the purposes for which Borrower intends to use Equipment,
(iii) Equipment is in good operating condition and repair, and
(iv) Borrower has accepted Equipment and has previously obtained and now holds title to the Equipment.

BANK AND BORROWER AGREE THAT THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE(S) OF THIS CONTRACT HAVE BEEN READ AND ARE ACKNOWLEDGED AS A PART OF THIS CONTRACT.
THE PARTIES EXPRESSLY AGREE AND REQUEST THAT THIS CONTRACT AS WELL AS ALL DOCUMENTS AND NOTICES ISSUED THEREUNDER OR RELATING THERETO BE IN ENGLISH.

LES PARTIES ONT EXPRESSÉMENT EXIGÉ QUE CE CONTRAT AINSI QUE TOUS DOCUMENTS ET AVIS ÉMIS EN VERTU DE CELUI-CI OU S'Y RATTACHANT SOIENT EN ANGLAIS.

BORROWER ACKNOWLEDGES RECEIVING A DUPLICATE COPY OF THIS CONTRACT.

SIGNED THIS _9TH DAY OF_SEPTEMBER, 20 20.

Affix Corp Seal

BANK:	BORROWER:
THE BANK OF NOVA SCOTIA (NAME)	MONETTE FARMS LTD. (NAME)
BY: Sign MScodoo	BY: Sign
Title Assistant Manager, Sales & Product Support	Title
Sign	Sign
Title	Title

TERMS AND CONDITIONS

1. The Bank of Nova Scotia (the "Bank") will lend to the Borrower an amount equal to the Amount to be Financed, the repayment of which together with interest thereon and costs will be secured by a security interest in the Equipment owned by the Borrower.

2. The Borrower shall not be entitled to prepay this Contract in whole or in part, unless otherwise agreed to in writing with the Bank. The Borrower grants to the Bank a security interest in the Equipment to secure the payment and performance of the Borrower's obligations under this Contract. Title to and ownership of the Equipment remains with the Borrower on the execution of this Contract by the Borrower and is not transferred, assigned or held by the Bank at any time.

3. SECURITY AGREEMENT - The security interest of the Bank also includes all the rights, interests and benefits of the Borrower in the Equipment and specifically secures the obligations of the Borrower under this Contract. The security interest the Borrower grants to the Bank is in the form of a fixed and specific mortgage. The Bank may register this grant of security against the Equipment in such registries as the Bank may choose, including personal and real property registration systems. If any of the Equipment of the Borrower is located in the Province of Quebec, the grant of security and mortgage includes a hypothec on the Equipment described in this Contract. Also, this grant of hypothec is for the amount of the Amount to be Financed in this Contract plus fifty percent. The mortgages and security interests granted by the Borrower are to secure payment and performance of all of the Borrower's obligations to the Bank under this Contract. All attachments, accessories, parts, repair parts and other equipment, to the extent applicable, become part of the Equipment secured and described in this Contract as mortgaged. The grant of security over any equipment described in this Contract includes all proceeds, money and property from the Equipment, whether it is cash or other proceeds of any nature and kind. It also includes all the records of the Borrower relating to the business and the property of the Borrower that is secured. The time for attachment of any security interest created has not been delayed. The security interest attaches, which means it takes effect, on the latest of when the Borrower signs this Contract or when the Borrower has an interest in the Equipment. The Borrower waives the right to receive a copy of any financing statement, financing change statement or verification statement the Bank may register or receive.

4. The Bank shall retain a security interest in the Equipment until the Borrower has paid all amounts owing to the Bank under this Contract including accrued interest (if any) or any Special Payments described in Condition 10 of this Contract.

5. The Borrower agrees that: (a) the Borrower shall pay all debts and liabilities of the Borrower to the Bank when due; (b) this Contract shall be held by the Bank as security for all debts and liabilities of the Borrower to the Bank, and all additional security now or hereafter held by the Bank as security for any debts and liabilities of the Borrower to the Bank shall secure the indebtedness of the Borrower under this Contract; and (c) the Borrower shall furnish to the Bank an audited balance sheet and audited statements of income, surplus and cash flow for each financial year within 120 days after the end of the financial year, or other such timeframe as agreed to in writing with the Bank, and such other financial information as the Bank may from time to time require. **The Borrower hereby consents to the Bank conducting a personal investigation or credit check on the Borrower.**

6. The Equipment shall include all attachments, accessories, repair parts and other equipment placed on or added to the Equipment and all proceeds of the Equipment.

7. The Borrower shall keep the Equipment at the address of the Borrower specified in this Contract, shall allow the Bank or its representative free access to the Equipment at all times to inspect the Equipment and shall not part with possession or control of the Equipment.

8. The Borrower shall keep the Equipment in first class condition and repair, reasonable wear and tear excepted. If the Borrower fails to pay for any repairs to the Equipment, the Bank may pay the amount owing, including all related taxes and charges, and charge the amount so paid to the Borrower as a Special Payment under this Contract. Borrower shall comply with all laws, regulations or other requirements of any government authority relating to this Contract or to the Equipment or its use. Borrower shall pay when due any taxes, rates, levies, fees, assessments or charges imposed by any government (municipal, provincial or federal) on or in respect of this Contract or the Equipment or its use. Borrower shall keep the Equipment free and clear of all liens and encumbrances. If any taxes, rates, levies, fees, assessments or charges are not paid when due or if any lien or encumbrance is placed or acquired against the Equipment, the Bank may pay off the same and charge the amount so paid with all costs and expenses incidental thereto to the Borrower as a Special Payment under this Contract.

9. The Borrower shall maintain with insurers satisfactory to the Bank, insurance: (a) against damage to and loss, theft and destruction of the Equipment by such risks as are usually insured against for this type of the Equipment by businesses in which the Borrower is engaged, in an amount equal to the replacement cost value of the Equipment with loss payable to the Bank and its assigns; and (b) against public liability for personal injury and property damage in amounts satisfactory to the Bank with the Bank and its assigns as additional insured, and shall deliver immediately to the Bank evidence satisfactory to the Bank of such insurance coverage. All insurance shall provide for 10 days written notice to the Bank and its assigns before any policy may be cancelled or amended. If the Borrower fails to maintain this insurance, the Bank may do so and charge the amount of the premium, including all related taxes and charges, to the Borrower as a Special Payment under this Contract. Proceeds of any insurance on the Equipment shall be applied by the Borrower towards the cost of repairing the Equipment except that if the Equipment is lost, stolen or substantially damaged, the proceeds shall, at the option of the Bank, be applied toward replacement of the Equipment or toward payment of the Total Contract Balance, accrued interest (if any) and any Special Payments described in Condition 10.

10. All costs, including legal and appraisal fees incurred by the Bank relative to security and other documentation and the enforcement thereof, shall be for the account of the Borrower and may be charged to the Borrower's account when submitted. All amounts paid by the Bank and charged to the Borrower under Conditions 8 and 9 shall be called Special Payments, shall be payable by the Borrower on demand to the Bank and shall bear interest from the date incurred at a rate per annum equal to the Prime Lending Rate of the Bank from time to time plus 5%.

11. The loss, injury, confiscation or destruction of the Equipment, however caused, shall not operate to release the Borrower from his liability under this Contract.

12. The Borrower indemnifies the Bank from and against all actions, proceedings, claims and demands relating to this Contract or the Equipment or its use and from all loss, costs, expenses and damages in connection therewith which the Bank may incur or suffer.

BANK AND BORROWER AGREE THAT THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE(S) OF THIS CONTRACT HAVE BEEN READ AND ARE ACKNOWLEDGED AS A PART OF THIS CONTRACT.
THE PARTIES EXPRESSLY AGREE AND REQUEST THAT THIS CONTRACT AS WELL AS ALL DOCUMENTS AND NOTICES ISSUED THEREUNDER OR RELATING THERETO BE IN ENGLISH.

LES PARTIES ONT EXPRESSÉMENT EXIGÉ QUE CE CONTRAT AINSI QUE TOUS DOCUMENTS ET AVIS ÉMIS EN VERTU DE CELUI-CI OU S'Y RATTACHANT SOIENT EN ANGLAIS.

BORROWER ACKNOWLEDGES RECEIVING A DUPLICATE COPY OF THIS CONTRACT.

SIGNED THIS _9TH DAY OF_SEPTEMBER, 20 20.

MONETTE FARMS LTD. Seal Affix Corp Seal

BANK:

THE BANK OF NOVA SCOTIA
(NAME)

BY: Sign _____
Title

Sign _____
Title

BORROWER:

MONETTE FARMS LTD.
(NAME)

BY: Sign _____
Title President & Secretary-Treasurer

Sign _____
Title

TERMS AND CONDITIONS

1. The Bank of Nova Scotia (the "Bank") will lend to the Borrower an amount equal to the Amount to be Financed, the repayment of which together with interest thereon and costs will be secured by a security interest in the Equipment owned by the Borrower.

2. The Borrower shall not be entitled to prepay this Contract in whole or in part, unless otherwise agreed to in writing with the Bank. The Borrower grants to the Bank a security interest in the Equipment to secure the payment and performance of the Borrower's obligations under this Contract. Title to and ownership of the Equipment remains with the Borrower on the execution of this Contract by the Borrower and is not transferred, assigned or held by the Bank at any time.

3. SECURITY AGREEMENT - The security interest of the Bank also includes all the rights, interests and benefits of the Borrower in the Equipment and specifically secures the obligations of the Borrower under this Contract. The security interest the Borrower grants to the Bank is in the form of a fixed and specific mortgage. The Bank may register this grant of security against the Equipment in such registries as the Bank may choose, including personal and real property registration systems. If any of the Equipment of the Borrower is located in the Province of Quebec, the grant of security and mortgage includes a hypothec on the Equipment described in this Contract. Also, this grant of hypothec is for the amount of the Amount to be Financed in this Contract plus fifty percent. The mortgages and security interests granted by the Borrower are to secure payment and performance of all of the Borrower's obligations to the Bank under this Contract. All attachments, accessories, parts, repair parts and other equipment, to the extent applicable, become part of the Equipment secured and described in this Contract as mortgaged. The grant of security over any equipment described in this Contract includes all proceeds, money and property from the Equipment, whether it is cash or other proceeds of any nature and kind. It also includes all the records of the Borrower relating to the business and the property of the Borrower that is secured. The time for attachment of any security interest created has not been delayed. The security interest attaches, which means it takes effect, on the latest of when the Borrower signs this Contract or when the Borrower has an interest in the Equipment. The Borrower waives the right to receive a copy of any financing statement, financing change statement or verification statement the Bank may register or receive.

4. The Bank shall retain a security interest in the Equipment until the Borrower has paid all amounts owing to the Bank under this Contract including accrued interest (if any) or any Special Payments described in Condition 10 of this Contract.

5. The Borrower agrees that: (a) the Borrower shall pay all debts and liabilities of the Borrower to the Bank when due; (b) this Contract shall be held by the Bank as security for all debts and liabilities of the Borrower to the Bank, and all additional security now or hereafter held by the Bank as security for any debts and liabilities of the Borrower to the Bank shall secure the indebtedness of the Borrower under this Contract; and (c) the Borrower shall furnish to the Bank an audited balance sheet and audited statements of income, surplus and cash flow for each financial year within 120 days after the end of the financial year, or other such timeframe as agreed to in writing with the Bank, and such other financial information as the Bank may from time to time require. **The Borrower hereby consents to the Bank conducting a personal investigation or credit check on the Borrower.**

6. The Equipment shall include all attachments, accessories, repair parts and other equipment placed on or added to the Equipment and all proceeds of the Equipment.

7. The Borrower shall keep the Equipment at the address of the Borrower specified in this Contract, shall allow the Bank or its representative free access to the Equipment at all times to inspect the Equipment and shall not part with possession or control of the Equipment.

8. The Borrower shall keep the Equipment in first class condition and repair, reasonable wear and tear excepted. If the Borrower fails to pay for any repairs to the Equipment, the Bank may pay the amount owing, including all related taxes and charges, and charge the amount so paid to the Borrower as a Special Payment under this Contract. Borrower shall comply with all laws, regulations or other requirements of any government authority relating to this Contract or to the Equipment or its use. Borrower shall pay when due any taxes, rates, levies, fees, assessments or charges imposed by any government (municipal, provincial or federal) on or in respect of this Contract or the Equipment or its use. Borrower shall keep the Equipment free and clear of all liens and encumbrances. If any taxes, rates, levies, fees, assessments or charges are not paid when due or if any lien or encumbrance is placed or acquired against the Equipment, the Bank may pay off the same and charge the amount so paid with all costs and expenses incidental thereto to the Borrower as a Special Payment under this Contract.

9. The Borrower shall maintain with insurers satisfactory to the Bank, insurance: (a) against damage to and loss, theft and destruction of the Equipment by such risks as are usually insured against for this type of the Equipment by businesses in which the Borrower is engaged, in an amount equal to the replacement cost value of the Equipment with loss payable to the Bank and its assigns; and (b) against public liability for personal injury and property damage in amounts satisfactory to the Bank with the Bank and its assigns as additional insured, and shall deliver immediately to the Bank evidence satisfactory to the Bank of such insurance coverage. All insurance shall provide for 10 days written notice to the Bank and its assigns before any policy may be cancelled or amended. If the Borrower fails to maintain this insurance, the Bank may do so and charge the amount of the premium, including all related taxes and charges, to the Borrower as a Special Payment under this Contract. Proceeds of any insurance on the Equipment shall be applied by the Borrower towards the cost of repairing the Equipment except that if the Equipment is lost, stolen or substantially damaged, the proceeds shall, at the option of the Bank, be applied toward replacement of the Equipment or toward payment of the Total Contract Balance, accrued interest (if any) and any Special Payments described in Condition 10.

10. All costs, including legal and appraisal fees incurred by the Bank relative to security and other documentation and the enforcement thereof, shall be for the account of the Borrower and may be charged to the Borrower's account when submitted. All amounts paid by the Bank and charged to the Borrower under Conditions 8 and 9 shall be called Special Payments, shall be payable by the Borrower on demand to the Bank and shall bear interest from the date incurred at a rate per annum equal to the Prime Lending Rate of the Bank from time to time plus 5%.

11. The loss, injury, confiscation or destruction of the Equipment, however caused, shall not operate to release the Borrower from his liability under this Contract.

12. The Borrower indemnifies the Bank from and against all actions, proceedings, claims and demands relating to this Contract or the Equipment or its use and from all loss, costs, expenses and damages in connection therewith which the Bank may incur or suffer.

13. If the Borrower fails to pay any installment of the Total Contract Balance, or accrued interest (if any) or any Special Payment when due, or makes default in any other term o

condition of this Contract or any other agreement to which the Borrower and the Bank are parties or becomes insolvent or goes or is put into bankruptcy or receivership or if the Equipment is substantially damaged or destroyed or seized under any legal process or for rent or confiscated or if the Bank in good faith believes that the ability of the Borrower to pay or to perform any term or condition of this Contract is impaired or that the Equipment is in danger of being lost, damaged or confiscated, the Borrower will be considered in default by the mere lapse of time and the amount of the Total Contract Balance then unpaid and accrued interest (if any) and any Special Payments shall, at the Bank's option, become due and payable and subject to any applicable law. The Bank may enforce its right to payment of the Total Contract Balance and accrued interest (if any) and any Special Payments by taking possession of the Equipment and for this purpose the Bank or its representative may enter upon any premises where the Equipment may be and may remove the Equipment from such premises. Where permitted by law, if the Borrower has not redeemed the Equipment in accordance with applicable law, the Bank may either sell the Equipment at public sale (at which the Bank may purchase) or dispose of the Equipment by private sale or otherwise in such manner and upon such terms as may appear to the Bank to be reasonable and with such notice to the Borrower as may be required by applicable law. The proceeds of any such sale or disposition of the Equipment less the expenses of retaking, holding, repairing, preparing for sale and selling the Equipment and reasonable legal expenses incurred by the Bank shall be applied towards the payment of the Total Contract Balance and accrued interest (if any) and any Special Payments. The surplus (if any) shall be paid to the Borrower and the deficiency (if any) shall be paid by the Borrower to the Bank.

14. No representations, collateral agreements, conditions, warranties, or guarantees, express or implied, statutory or otherwise with respect to the Equipment or to the rights and liabilities of the Borrower and the Bank under this Contract, other than those specifically set out herein or attached hereto, have been made by the Bank, its officers or agents. Without limiting the generality of the foregoing, every implied condition, warranty or guarantee under The Sale of Goods Act, the Civil Code of Quebec or other laws of any province is excluded.

15. The Borrower, if a corporation, waives the rights, benefits and protection given by The Seizures Act of Alberta and agrees that The Limitation of Civil Rights Act of Saskatchewan shall not apply to this Contract or to any agreement renewing or extending this Contract or to the rights, powers or remedies of the Bank under this Contract or under any agreement renewing or extending this Contract. The Borrower expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by the Bank in connection with this Contract or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.

16. This Contract shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, liquidators for succession purposes, administrators, successors and assigns.

17. This Contract shall be governed in all respects by the laws of the province or territory first set out above under the heading "Location of the Equipment".

Scotiabank
THE BANK OF NOVA SCOTIA

SCOTIA LEASING
SCHEDULE OF PAYMENTS
LID #: 001-0070419-000

THIS SCHEDULE OF PAYMENTS IS ATTACHED TO AND FORMS A PART OF SCOTIA LEASING FLOATING-RATE EQUIPMENT FINANCE CONTRACT COMMENCING SEPTEMBER 11, 2020.

CUSTOMER NAME: MONETTE FARMS LTD.

NUMBER OF MONTHS	FROM YEAR/MONTH/DAY	TO YEAR/MONTH/DAY	BASE PAYMENT	GST / HST	PST	TOTAL PAYMENT
5	11/1/2020	3/1/2021	$0.00	$0.00	$0.00	$0.00
1	4/1/2021	4/1/2021	$85,087.82	$0.00	$0.00	$85,087.82
5	5/1/2021	9/1/2021	$0.00	$0.00	$0.00	$0.00
1	10/1/2021	10/1/2021	$85,087.82	$0.00	$0.00	$85,087.82
5	11/1/2021	3/1/2022	$0.00	$0.00	$0.00	$0.00
1	4/1/2022	4/1/2022	$85,087.82	$0.00	$0.00	$85,087.82
5	5/1/2022	9/1/2022	$0.00	$0.00	$0.00	$0.00
1	10/1/2022	10/1/2022	$1,317,494.31	$0.00	$0.00	$1,317,494.31

Initials* DM

MONETTE FARMS LTD. Seal Alta Corp Seal

*If Customer is a corporation, corporate seal must be affixed.

Scotiabank
THE BANK OF NOVA SCOTIA

SCOTIA LEASING
INVOICE
LID #: 001-0070419-000

Branch Domicile: BUSINESS SERVICE CENTRE

Date: SEPTEMBER 11, 2020

To: MONETTE FARMS LTD.

Scotia Leasing Lease/CSC/EFC Dated: SEPTEMBER 9, 2020

The following amount is now due:

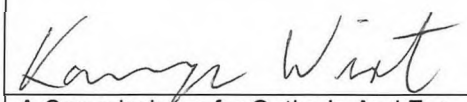
INTERIM PAYMENT	=	$1,963.45
GST / HST on INTERIM PAYMENT	=	$0.00
PST on INTERIM PAYMENT	=	$0.00
0 ADVANCE PAYMENTS X $0.00 (AMOUNT)	=	$0.00
plus GST / HST @ 0.00% (GST / HST Registration #105195598RT)	=	$0.00
plus PST/TVQ @ 0.00% (TVQ Registration #1000042508)	=	$0.00
Documentation / Invoice Fee	=	$550.00
GST/HST on DOCUMENTATION/Invoice Fee	=	$27.50
PST/QST on DOCUMENTATION/Invoice Fee	=	$0.00
***TOTAL AMOUNT DUE**	=	$2,540.95

THE BANK OF NOVA SCOTIA WILL DEBIT YOUR ACCOUNT ACCORDINGLY

**** REGISTRATION FEE: In addition to the Total Amount Due, a registration fee of $80.00 + taxes per registration will be withdrawn from your account as a separate debit.***

THIS INVOICE IS FOR INFORMATION PURPOSES ONLY

This is **Exhibit "U"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**



A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

Scotia Private Banking
650 West Georgia St, Suite 510
Vancouver, BC
V6B4N7

May 2, 2025

Monette Farms Ltd. (Private Banking)
Box 1298
Swift Current, SK
S9H3X4

The Bank of Nova Scotia ("the Bank") confirms that, subject to your acceptance of this credit facility agreement, the Bank will establish the Facility or Facilities described herein in favour of the Borrower on and subject to the terms and conditions set out in this agreement (the "Agreement").

Schedules and Capitalized Terms: The Schedules to this Agreement form an integral part thereof. Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in Schedule A.

Prior Agreements: This Agreement entirely replaces any prior Commitment Letter or Credit Facility Agreement (and associated agreements) between you and the Bank that previously governed the Facilities. Any amount owing under any such prior agreement is deemed to be owing under this Agreement.

Acceptance: If all the terms and conditions of this Agreement are acceptable to you, please sign and return a copy of this Agreement to us on or before May 30, 2025, failing which this offer will lapse and these terms will be of no force or effect (unless the Bank agrees in writing to extend such offer acceptance date).

1. SUMMARY OF FACILITIES

FACILITY NO: 1

Cash Surrender Value (CSV) / Accumulation Fund Secured Facility

Direct Advances:

Cash Surrender Value (CSV) / Accumulation Fund Secured Facility

Credit Limit:	**CA $** 7,721,867 , subject to the Approved Lending Amounts described below.
Currency:	Direct Advances are available in CAD.
Annual Interest Rate:	**CAD Direct Advances:** Scotiabank Prime Rate minus 0.50 %.

	In no event will the applicable interest rate be less than zero**.**
Repayment:	All amounts borrowed by Direct Advances are repayable on demand and must be repaid in the currency borrowed.
Fees:	Application Fee **$4,200** Annual Review Fee **$5,000**
Additional Terms:	For further details of the terms applicable to Direct Advances, see the section entitled "Additional Terms Applicable to the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility" in Schedule B.

Additional Advance Options:

The additional types of Advances that may be available under your Cash Surrender Value (CSV) / Accumulation Fund Secured Facility and that are subject to the Available Credit are set out below.

A. CORRA Advance

Annual Interest Rate:	**Adjusted Term CORRA**, plus 1.40 %. In no event will the applicable interest rate be less than zero.
Advances:	CORRA Advances are only available in CAD with terms of maturity of 1 and 3 months (subject to availability) without grace. CORRA Advances are subject to a minimum amount of $500,000. CORRA Advances require at least 2 Business Days' prior notice to the Bank.
Terms:	The amount of each CORRA Advance outstanding at any time is included in determining the amount of the Available Credit.
Additional Terms:	For further details of the terms applicable to CORRA Advances, see the section entitled "Additional Terms Applicable to CORRA Advances" in Schedule B.

Approved Lending Amounts:

Whole Life Policies

The total amount of the Advances that you may access under the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility Credit Limit at any time is subject to the approved lending amount to be determined by the Bank (the "**Approved Lending Amount**"). The Approved Lending Amount is determined as 100 percent of the aggregate year-end forecasted cash surrender value, and expected dividends for the next policy year of the Policies, as provided in the In Force Policy Illustrations plus an unsecured availment of **CA** $ 483,000]. Availability of Advances under the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility is subject in each case to satisfaction of the conditions to availability set out in "Additional Terms Applicable to the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility" in Schedule B.

PURPOSE

Investment Purposes

DRAWDOWN

The Cash Surrender Value (CSV) / Accumulation Fund Secured Facility can be drawn in multiple Advances in an amount up to the Approved Lending Amount at any time, in accordance with "Additional Terms Applicable to the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility" in Schedule B. Any Advance so repaid will reduce the amount available under the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility and is no longer available to be redrawn.

2. GENERAL SECURITY, TERMS AND CONDITIONS APPLICABLE TO ALL FACILITIES

GENERAL BORROWER SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit(s). For greater certainty, the following security shall secure all of the Borrower(s) and/or Guarantor(s) (any one a "Pledger", as applicable) present and future debts and other obligations to the Bank of any kind whatsoever, whether described in this Agreement or any other agreement between a Pledger and the Bank.:

Letter of Acknowledgement: A Letter of Acknowledgement executed by Monette Farms Ltd. confirming the role of the Bank as lender and the responsibility of the Borrower and Guarantor to obtain independent tax advice.

Assignment of Life Insurance (Cash Surrender Value (CSV) / Accumulation Fund Secured Facility): security from Monette Farms Ltd., in the following life insurance policies, in each case documented under an Assignment of Life Insurance and an Agreement re Life Insurance Assigned to the Bank in the Bank's standard forms:

A. Whole Life policy issued by The Manufacturers Life Insurance Company with policy number 3941850.

B. Whole Life policy issued by Sun Life Assurance Company of Canada with policy number W876,939-9.

GENERAL CONDITIONS PRECEDENT

The following conditions are to be met to the satisfaction of the Bank and its solicitors prior to any Advances being made under any Facility:

Annual financial statements of Monette Farms Ltd. for fiscal year ending October 31, 2024, satisfactory to the bank to be received by May 2, 2025.

GENERAL COVENANTS

Until all debts and liabilities under the Facilities have been discharged in full, the following conditions will apply in respect of the Facilities:

Without the Bank's written consent:

- No change in the ownership or control of the Borrower or any corporate Guarantor is permitted.
- No mergers, acquisitions, investments, material asset dispositions or change in the Borrower or any corporate Guarantor's line of business are permitted.

EVENTS OF DEFAULT

In addition to the events giving rise to the Bank's ability to demand immediate repayment set out in Schedule A, the Bank may demand immediate repayment if:

(a) the Bank ceases to be a lender to entities related to Mr. Darrel N. Monette;

(b) a default occurs under any credit, loan or security agreement to which Borrower, Guarantor, and any other entity directly or indirectly controlled by the Borrower is a party; or

(c) there has occurred a material adverse effect on (a) the business, property, assets, liabilities, prospects, or condition (financial or otherwise) of the Borrower, and/or any Guarantor, (b) the ability of the Borrower or any Guarantor to perform its obligations under this Agreement or the Security or (c) the validity or enforceability of this Agreement or the Security or the rights and remedies of the Bank thereunder.

GENERAL REPORTING CONDITIONS

Until all debts and liabilities under the Facilities have been discharged in full, the Borrower will provide the Bank with the following:

Annual financial statements of the Borrower prepared under Compilation Engagement within 120 days of fiscal year end.

A Summary of Personal Finances for each personal Guarantor to be provided on request and at a minimum, annually.

CRA Notice of Assessment and T1 Income Tax return for each personal Guarantor by July 31st, annually.

3. GUARANTEES

By signing this Agreement, the individuals / corporations listed below (each referred to as a "Guarantor") agree that they will provide guarantees for the Facilities listed below in the form acceptable to the Bank and in the amounts set out below:

Name	Amount	Facility No.
Mr. Darrel N. Monette	**CA $1,100,000**	**1**

I. ACKNOWLEDGEMENT AND AGREEMENTS

By signing below, you (and if there is more than one of you, all of you jointly and severally (individually)):

(a) Promise to pay the Advances, all interest and interest on overdue interest, fees, commissions, and reimbursement amounts relating to such Advances or arising from such Advances, and any other amounts owed to us under this Agreement or any Banking Agreement, as and when due in accordance with their terms;

(b) Acknowledge that you have had the opportunity to discuss your financial needs, personal circumstances, objectives, and goals with your Private Banker and that the Facilities provided under this Agreement are appropriate having regard to those circumstances, needs and goals;

(c) Acknowledge that you or a Guarantor have granted the Security described above, if any, as security for your obligations under this Agreement;

(d) Acknowledge that the Facilities will not be provided until all of the conditions, as indicated in this Agreement and any other applicable Banking Agreements, have been and continue to be met;

(e) Agree to be bound by the terms and conditions in this Agreement, including all schedules and Disclosure Statements, if applicable, each of which forms part of this Agreement, the terms of any applicable Banking Agreements and the Scotiabank Privacy Agreement (available on our website at www.scotiabank.com or through your Bank representative); and

(f) Confirm that the representations and warranties set out in Schedule A are true and correct as of the date of your acceptance of this Agreement.

II. THIRD-PARTY DETERMINATION

Are the Facilities being taken for the benefit of someone other than the Borrower?

Yes ☐ No ☒

If yes, print name

Your Bank representative may ask you for additional information and documentation regarding any third parties benefiting from the Facilities.

III. SIGNATURES

Accepted this: 2nd of May, 2025 at Swift Current, SK.

BORROWER:
Monette Farms Ltd.

Darrel Monette (May 2, 2025 13:30 MDT)

Print Name: Darrel Monette
Title: President

GUARANTOR:
Darrel Monette

Darrel Monette (May 2, 2025 13:30 MDT)

Print Name: Darrel Monette
Title:

THE BANK OF NOVA SCOTIA

Print Name: Chris Showler

Title: Associate Director & Team Lead

SCHEDULE A
STANDARD TERMS AND CONDITIONS

1. **Definitions**. When used in this Agreement, the terms below have the following meanings:

"Account" means the bank account(s) that you specify to us, from time to time, as applicable for credits or debits in respect of all or certain of the Facilities, and includes the Overdraft Account, the Operating Line Account or Cash Surrender Value (CSV) / Accumulation Fund Secured Facility Account, as applicable.

"Adjusted Term CORRA" means Term CORRA plus (a) 0.295% per annum credit adjustment spread for a CORRA Advance with a Term of 1 month, (b) 0.321% per annum credit adjustment spread for a CORRA Advance with a Term of 3 months or (c) such other rates as the Bank may, in its sole discretion, notify the Borrower in writing from time to time.

"Adjusted Term SOFR" means Term SOFR plus (a) 0.114% per annum credit adjustment spread for a SOFR Advance with a Term of 1 month, (b) 0.261% per annum credit adjustment spread for a SOFR Advance with a Term of 3 months and (c) 0.428% per annum credit adjustment spread for a SOFR Advance with a Term of 6 months, or such other rates as the Bank may, in its sole discretion, notify the Borrower in writing from time to time.

"Advance" means each advance by way of Overdraft Facility, Direct Advance, CORRA Advance, SOFR Advance, Prime Rate Term Loan or Base Rate Term Loan, as well as each Issuance, made available under a Facility, including Rollover Advances and renewals of Advances under a Facility and outstanding advances under an agreement between you and the Bank that is amended and replaced by this Agreement.

"Agreement" means this Credit Facility Agreement, as may be amended, modified, restated or replaced from time to time, together with all schedules or addenda attached to this Agreement and each Disclosure Statement, if any, all of which form an integral part of this Agreement.

"Approved Lending Amount" means the lending amount that the Bank may make available to the Borrower each year or from time to time within the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility Credit Limit or Maximum USD Availment if applicable.

"Available Credit" means the amount of credit available at any time under your Operating Line Credit Limit, your Cash Surrender Value (CSV) / Accumulation Fund Secured Facility Credit Limit, your Maximum USD Availment and the Approved Lending Amount, as applicable.

"Bank", "Scotiabank", "we" or "us" means The Bank of Nova Scotia.

"Banking Agreements" means any other agreement or document between you and the Bank entered into in respect of this Agreement and the Facilities and includes any agreement or document in respect of any Security.

"Base Rate Term Loan" means a term Loan that the Bank may make available to you from time to time under a Non-Revolving Facility bearing interest at a rate based on the Scotiabank Base Rate.

"Borrower" or "Borrowers" means the person(s) that sign(s) this Agreement as a borrower and if there is more than one Borrower, the term "Borrower" or "Borrowers" will apply to all of them. The term "Borrower" includes a Business Borrower and Personal Borrower, as applicable.

"Business Borrower" means, if applicable, each person who signs this Agreement as a Business Borrower, as confirmed in the section entitled "Acknowledgement and Agreements" in this Agreement.

"Business Day" means any day, other than Saturday and Sunday, on which the Bank is generally open for business in the applicable jurisdiction, provided that, for purposes of the determination of Term SOFR, "Business Day" shall not include a day on which the Securities Industry and Financial Markets Association in the U.S. recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"CAD" means Canadian dollars.

"CAD Account" means your designated CAD account.

"Cash Surrender Value (CSV) / Accumulation Fund Secured Facility Account" means the Account(s) you have designated from time to time for Advances under your Cash Surrender Value (CSV) / Accumulation Fund Secured Facility. A CAD Account is required for CAD Advances and a USD Account is required for USD Advances.

"Cash Surrender Value (CSV) / Accumulation Fund Secured Facility Credit Limit" means the credit limit that the Bank establishes for the total amount of the Advances that you may access through the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility, as specified in the section entitled "Summary of Facilities" in this Agreement, and which credit limit is subject to the Approved Lending Amount.

"Cash Surrender Value (CSV) / Accumulation Fund Secured Facility" means the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility that may be established by this Agreement for the purposes of refinancing the cash surrender value of permanent life insurance policies for investment purposes.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the enactment, adoption or taking effect of any applicable law, rule or regulation, (b) any change in any applicable law, rule or regulation or in the administration, interpretation or application thereof by any Governmental Authority (whether or not having the force of law) or (c) the making or issuance of any applicable law by any Governmental Authority, including, in each case without limitation, any liquidity reserve or other reserve or special deposit requirement or any tax (other than tax on the Bank's general income) or any capital requirement.

"Collateral" means all real and personal property (and the rents, insurance proceeds, issues, profits, proceeds and products of the foregoing) which are subject, or are intended or required to become subject, to the encumbrances granted under any of the Security.

"CORRA" means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator selected by the Bank).

"CORRA Advance" means an Advance that the Bank may make available to you under a Facility that bears interest at a rate that is based on **[Adjusted Term CORRA/Term CORRA]** and includes a Rollover Advance.

"Direct Advances" means the direct advances that the Bank may make available to you from time to time under an Operating Line or Cash Surrender Value (CSV) / Accumulation Fund Secured Facility in either CAD or USD or both.

"Disclosure Statement" means each disclosure statement setting out the terms of the applicable Facility or the Advances available under such Facility and provided to Personal Borrowers at or before the time of entering into this Agreement or receiving an Advance, as applicable, or on a periodic basis as required. Each Disclosure Statement will form part of this Agreement.

"Facility" or "Facilities" mean each of the facilities described in the section entitled "Summary of Facilities" in this Agreement and the Advances under each such facility.

"Governmental Authority" means the government of Canada or any other nation, or of any political subdivision thereof, whether provincial, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other person exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

"Guarantor" means each guarantor listed in the section entitled "Guarantees" in this Agreement and who has signed this Agreement as a guarantor.

"Issuance" means the issuance by the Bank of one or more Letters of Credit or Letters of Guarantee.

"Letter of Credit" means a letter of credit that may be available to you under a Facility and that the Bank issues to a third-party beneficiary on your behalf.

"Letter of Guarantee" means a letter of guarantee that may be available to you under a Facility and that the Bank issues to a third-party beneficiary on your behalf.

"Maximum Non-Revolving Principal Amount" means the maximum principal amount that is available to you under the Non-Revolving Facility.

"Maximum Non-Revolving Term" means the maximum period of time for which your Non-Revolving Facility will be available, starting from the date of the first advance under such Non-Revolving Facility.

"Maximum USD Availment" means the total amount of the USD Advances that you may access under the Operating Line Credit Limit or the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility Credit Limit, as applicable, as specified in the section entitled "Summary of Facilities" in this Agreement.

"Minimum Non-Revolving Principal Payment" means the minimum amount of principal that must be repaid under the Non-Revolving Facility at the frequency specified in the section entitled "Summary of Facilities" in this Agreement.

"Non-Revolving Facility" means the non-revolving facility that may be established by this Agreement.

"Non-Revolving Principal Amount" means the remaining principal amount available to you under the Non-Revolving Facility at any given time and which amount declines as principal is repaid under the Non-Revolving Facility.

"Operating Line" means the operating line that may be established by this Agreement.

"Operating Line Account" means the Account(s) you have designated from time to time for Advances under your Operating Line. A CAD Account is required for CAD Advances and a USD Account is required for USD Advances.

"Operating Line Credit Limit" means the credit limit that the Bank establishes for the total amount of the Advances that you may access through your Operating Line, as specified in the section entitled "Summary of Facilities" in this Agreement.

"Overdraft Account" means the CAD Account that you maintain with us and that you designate to us from time to time for purposes of the Overdraft Facility.

"Overdraft Credit Limit" means the credit limit that the Bank establishes for the total amount of the Advances that you may access through your Overdraft Facility, as specified in the section entitled "Summary of Facilities" in this Agreement.

"Overdraft Facility" means the overdraft facility that may be established by this Agreement.

"Personal Borrower" means an individual who signs this Agreement as a "Personal Borrower" as confirmed in the section entitled "Acknowledgement and Agreements" in this Agreement.

"Policy or Policies" means the life insurance policy or policies, as applicable, assigned to the Bank and listed in the Borrower Security, General Borrower Security and/or Guarantor Security sections.

"Prime Rate Term Loan" means a term loan that the Bank may make available to you under the Non-Revolving Facility that bears interest at a rate that is based on the Scotiabank Prime Rate.

"Remaining Non-Revolving Term" means the period of time remaining under the Maximum Non-Revolving Term at any given time.

"Rollover Advance" means a rolled over SOFR Advance or CORRA Advance, as further described in Schedule B.

"Scotiabank Base Rate" means the Bank's base rate published from time to time by the Bank for USD loans made by the Bank in Canada.

"Scotiabank Prime Rate" means the Bank's prime lending rate published from time to time by the Bank for CAD loans made by the Bank in Canada.

"Security" means the security you or a Guarantor are granting, have previously granted, or will grant, as set out in the section entitled "Security" in this Agreement and, if applicable, as further described in your Banking Agreements.

"SOFR Advance" means an Advance that the Bank may make available to you under a Facility that bears interest at a rate that is based on **[Adjusted Term SOFR/Term SOFR]** and includes a Rollover Advance.

"Term" means the term for a given CORRA Advance, SOFR Advance, Prime Rate Term Loan or Base Rate Term Loan, as further described for each applicable Advance in Schedule B.

"**Term CORRA**" means, for the relevant Term, the forward-looking term rate based on CORRA that has been selected or recommended by the Bank of Canada (or a committee officially endorsed or convened by the Bank of Canada), or any successor thereto selected by the Bank, and that is published by an authorized benchmark administrator and is displayed on a screen or other information service, as identified or selected by the Bank in its reasonable discretion at approximately a time and as of a date 2 Business Days prior to the commencement of the Term determined by the Bank in its reasonable discretion in a manner substantially consistent with market practice.

"Term SOFR" means, for the relevant Term, the Term SOFR reference rate for a tenor comparable to such Term published 2 Business Days prior to the first day of such Term (the "**Reference Business Day**"), as such rate is published by the CME Group Benchmark Administration Limited (or a successor administrator selected by the Bank), and rounded to three decimal points, provided however that if such reference rate for such tenor has not been published on the Reference Business Day, then Term SOFR will be the Term SOFR reference rate for such tenor, rounded to three decimal points, as published by CME Group Benchmark Administration Limited (or a successor administrator selected by the Bank) on the first preceding Business Day for which such reference rate was published so long as such first preceding Business Day is not more than 3 Business Days prior to the Reference Business Day.

"USD" means United States dollars.

"USD Account" means your designated USD Account.

"You" and "your" means the Borrowers, jointly and severally (individually), as applicable.

2. **Applying Payments.** Any money received by the Bank relating to this Agreement or a specific Facility may be applied to such parts of your indebtedness to the Bank, under this Agreement and otherwise, as the Bank thinks fit.

3. **Payments in Applicable Currency.** All amounts referenced in this Agreement are in CAD, unless otherwise indicated. All payments to the Bank for Advances must be made in the currency borrowed. Your obligation to make these payments is not satisfied if a payment or recovery is made under a judgment that is expressed in (or converted into) another currency, except to the extent the Bank receives the equivalent of the full amount of the applicable currency, as expressed under this Agreement. To the extent the Bank does not receive the equivalent of the full amount of the applicable currency, as expressed under this Agreement (the "shortfall amount"), the Bank will have an alternative or additional cause of action against you to recover the shortfall amount and will not be affected by any judgment being obtained for any other sums due under this Agreement.

4. **Payment Net of Taxes.** All payments by a Borrower will be made free and clear of, and without deduction for, any present and future taxes and withholdings of any type including if imposed by any governmental authority. If a Borrower is required by law to deduct any taxes or withholdings from or for any amount paid or payable under this Agreement, such payment will be increased as necessary so that the Bank receives an amount equal to the amount it would have received had no such deduction been made, and the Borrower will pay the applicable tax to the relevant governmental authority and provide to the Bank evidence of such payment, in a format acceptable to the Bank. The Borrower will indemnify the Bank for any taxes or withholdings paid by the Bank in respect of any amount paid or payable by the Borrower under this Agreement, but the indemnity will not extend to any taxes imposed on the Bank by taxing authorities. This clause as it relates to taxes or withholdings will survive repayment in full of the Facilities by the Borrower.

5. **Right of Set-Off.** The Bank may deduct from any account you may have (and if there is one or more Borrowers under this Agreement, any joint or separate account each of you may have) with the Bank or any of the Bank's branches or affiliates operating within or outside Canada, the amount of any payment that you are required to make to the Bank under this Agreement and may credit the amount, regardless of the currency, to any of your indebtedness to the Bank under this Agreement or otherwise. All payments required to be made by you under this Agreement will be calculated without reference to any set-off or counterclaim by you and will be made free and clear of, and without any deduction in respect of, any set-off or counterclaim.

6. **Borrowing Under This Agreement.** Unless otherwise specified, amounts may be borrowed, repaid and re-borrowed under this Agreement provided that the Bank has not demanded payment of any amount outstanding under this Agreement and provided that the Bank has not terminated or cancelled this Agreement or any specific Facility.

7. **Cancellation or Termination by Borrower.** You may request to cancel:

    (a) this Agreement at any time prior to the end of the third Business Day after entering into this Agreement; and

(b) each CORRA Advance, SOFR Advance, Prime Rate Term Loan or Base Rate Term Loan that is made, and each Letter of Credit or Letter of Guarantee that is issued by the Bank, at any time prior to the end of the third Business Day after the particular Advance is made,

by notifying the Bank within the applicable time period (the "Cancellation Period") of your desire to cancel the Agreement or the Advance.

If you request to cancel this Agreement or any Advance within the applicable Cancellation Period, you will have to pay us in full any amounts owing under this Agreement or the applicable Advance immediately. You will not be charged a cancellation fee, but you will be charged (a) any amounts related to your use of the Agreement or the Advance prior to the cancellation, and (b) any expense the Bank has reasonably incurred in providing the Agreement or the Advance. You may be entitled to a refund of certain fees upon cancellation. Interest will continue to accrue under the terms of this Agreement or the applicable Advance until we receive payment in full of all amounts owing.

If you wish to terminate this Agreement or any Advance (other than a Letter of Credit or Letter of Guarantee) at any time after the Cancellation Period, you will have to pay us in full any amounts owing under this Agreement or the applicable Advance immediately. Interest will continue to accrue under the terms of this Agreement or the applicable Advance until we receive payment in full of all amounts owing.

If you wish to terminate a Letter of Credit or Letter of Guarantee at any time after the Cancellation Period, we may charge you a cancellation fee, in the amount disclosed to you at the time of Issuance. However, in either case, the cancellation will only be effective once we receive evidence of the beneficiary's consent to such cancellation, in form and substance satisfactory to the Bank in its sole discretion and all originals of such Letter of Credit or Letter of Guarantee have been returned to us for cancellation. You will continue to be charged the Commission and any other relevant fees until the Letter of Credit or Letter of Guarantee is cancelled.

8. **Demand and Termination by Bank.** The Bank reserves the right to, at any time, and without prior notice, (a) suspend and/or withdraw any of the Facilities, (b) decline to allow further Advances, (c) terminate this Agreement or any Facility, and/or (d) require you to repay any amounts outstanding, in whole or in part, immediately upon demand for any reason or upon notice if and as required by law.

Without limiting the right of the Bank to demand repayment for any reason, the Bank may demand immediate repayment upon the occurrence of any of the following events:

(a) 1. you fail to make any payment when it is due under this Agreement or any other agreement with us;

(b) you fail to pay, when we ask, any amount we are entitled to charge you for making repairs, maintaining insurance or clearing claims against any real or personal property granted to the Bank as Security;

(c) you break any of your promises, including a breach of any representation or warranty, or do not perform any of your obligations under this Agreement or any Banking Agreement;

(d) you die, become insolvent or bankrupt or subject to any other bankruptcy or insolvency proceeding;

(e) any real or personal property granted to the Bank as Security is lost, stolen, destroyed or substantially damaged or seized in any legal proceeding;

(f) any real or personal property granted to the Bank as Security reduces in value to a level we consider unacceptable;

(g) there is an adverse change in the environmental condition in any of your property, equipment or business activities; or

(h) anything else happens that we believe endangers your ability to pay or that we believe endangers any real or personal property granted to the Bank as Security in any way.

In the event of a demand for payment or termination or cancellation of this Agreement, no further Advances under this Agreement will be made by, or be required to be made by, the Bank and any unadvanced portion of the Facilities will immediately be cancelled. All amounts, including principal, interest or fees, otherwise owing or payable by you under this Agreement or any Banking Agreement at the time of the demand for payment or termination or cancellation of the Agreement will continue to be owing and payable to the Bank in accordance with the terms and conditions in this Agreement and any applicable Banking Agreement.

6. **Enforcement.** The Bank may exercise all of its rights and remedies available to it by law or under the terms of this Agreement or the Banking Agreements to enforce repayment of all amounts owing and/or accrued hereunder.

7. **Default Costs.** If you are in default under this Agreement, subject to applicable law, you will pay to us on demand all of our reasonable costs, including but not limited to legal fees and expenses (on a solicitor and his/her own client basis) incurred in (a) collecting the balance due to the Bank under any Facility, whether or not a legal action is brought against you, and (b) protecting the Bank from any loss that the Bank may suffer as a result of your default.

8. **Representations and Warranties.** Each Borrower, and if applicable, each Guarantor (and for the purposes of this section "you" and "your" includes each such Guarantor), represents and warrants the following:

(a) you are not in default of any of the terms and conditions of this Agreement or any Banking Agreement and no event has occurred that would constitute, with notice, lapse of time or both, such a default;

(b) you have good and marketable title to the Security, free and clear of any liens, hypothecs or encumbrances of any nature, other than as may be expressly stated in this Agreement;

(c) there is no lawsuit, arbitration or administrative proceeding now current or pending or, so far as you are aware, threatened against you that is likely to have a material adverse

effect on your ability to perform the obligations under this Agreement or any Banking Agreement; and

(d) unless you have notified the Bank in writing to the contrary, you are not an insider or significant shareholder of a publicly traded company. If you become an insider or significant shareholder of a publicly traded company, you agree to notify the Bank in writing promptly.

In addition, each Business Borrower, and if applicable, each non-personal Guarantor (and for the purposes of this section "you" and "your" includes each Guarantor), also represents and warrants the following:

(a) you have made full disclosure to the Bank prior to the date of this Agreement of all material facts in relation to your business and affairs and the financial statements provided to the Bank have been prepared in accordance with generally accepted accounting principles and fairly represent your business and affairs;

(b) you are not in breach of or in default under any law, statute, regulation, mortgage, hypothec, charge, lien, agreement or other instrument, arrangement, obligation or duty that is binding on you, you are in material compliance with all permits, certificates, approvals, licences and other authorizations relating to environmental matters that are necessary for the ongoing operation of your business and you are conducting your business operations in compliance with your constituting documents and all material requirements of law applicable to or binding on you or any of your properties;

(c) you: (i) are duly organized and validly existing and in good standing under the laws of the jurisdiction of your incorporation or formation with all requisite organizational or other power and authority under the laws of such jurisdiction to enter into this Agreement and the other Banking Agreements to which you are a party and to perform your obligations thereunder and to consummate the transactions contemplated thereby; (ii) are duly qualified, authorized to do business and in good standing in each jurisdiction where the character of your properties or the nature of your activities makes such qualification necessary; (iii) have the power (A) to carry on your business as now being conducted and as proposed to be conducted by you, (B) to own or hold under lease or licence, as the case may be, and operate the property you purport to own or hold under lease or licence or by way of easements, as the case may be, (C) to execute, deliver and perform your obligations under this Agreement and each other Banking Agreement to which you are a party, in your individual capacity, (D) to take all action as may be necessary to consummate the transactions contemplated thereunder, and (E) grant the encumbrances provided for in this Agreement or the Banking Agreements to which you are a party; and (iv) have the authority to execute, deliver and perform your obligations under this Agreement and each Banking Agreement to which you is a party;

(d) You have duly authorized, executed and delivered this Agreement and each Banking Agreement to which you are a party, and the execution and delivery thereof or your consummation of the transactions contemplated thereby or your compliance with the

terms thereof or performance of your obligation thereunder (a) does not or will not contravene (i) your organizational documents, or (ii) any other requirements of law applicable to or binding on you or any of your properties, (b) does not or will not result in or require the creation of any encumbrance (other than encumbrances in favour of the Bank pursuant to the Banking Documents) upon any of your property under, any agreement or instrument to which you are a party or by which you or any of your properties may be bound or affected or (c) does not or will not require the consent or approval of any person which has not already been obtained. You have obtained and delivered to the Bank all regulatory, governmental, third party and other approvals, acknowledgements, directions, consents and agreements required in order for you to enter into each Banking Agreement to which you are a party and will obtain and deliver when necessary regulatory, governmental, third party and other approvals, acknowledgements, directions, consents and agreements required in order for you to perform your obligations hereunder and thereunder; and

(e) This Agreement and each Banking Agreement to which you are a party is a legal, valid and binding obligation on you, enforceable against you in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally and subject to general equitable principles.

All of the foregoing representations and warranties of the Borrower, and Guarantor if applicable, are deemed to be repeated at the time of each Advance.

9. **Covenants and Agreements.**

You agree to:

(a) provide the Bank with financial and net worth statements and any other information about your financial affairs that the Bank may reasonably request from time to time;

(b) cause any Guarantor to provide the Bank with financial and net worth statements and any other information respecting the Guarantor's financial affairs that the Bank may reasonably request from time to time; and

(c) promptly give written notice to the Bank of:

(i) any litigation pending or threatened against the Borrower or any Guarantor involving claims against any such person in excess of $500,000 in the aggregate at any time or involving any material injunctive, declaratory or other equitable relief or the commencement of any condemnation proceeding with respect to any of such Borrower's or Guarantor's property;

(ii) any material dispute with a Governmental Authority or a material violation of any environmental law applicable to the Borrower or a Guarantor;

(iii) any casualty, damage or loss, whether or not insured, through fire, theft, other hazard or casualty, or through any act or omission of the Borrower or a Guarantor (or in the case of a Business Borrower, its respective officers,

directors, employees, agents, contractors, consultants or representatives, or through any other person), if such casualty, damage or loss affects the Borrower or a Guarantor in excess $1,000,000, for any one event; or condemnation and expropriation;

(iv) any cancellation or change in the terms, coverages or amounts of any insurance assigned to the Bank; or

(v) notice of any matter that has constituted or, in the Borrower's or a Guarantor's reasonable judgment, would reasonably be expected to constitute a material adverse effect.

If you are a Business Borrower and, where applicable, if you are a non-personal Guarantor (and for the purposes of this section "you" and "your" includes each such Guarantor), you also agree, as applicable, to:

(a) comply with all applicable law and requirements of any Governmental Authority relating to the environment and the operation of your business activities;

(b) allow us access at all times to your business premises to monitor and inspect all property and business activities;

(c) notify us from time to time of any business activity conducted by you that involves the use or handling of hazardous materials or wastes or which increases your environmental liability in any material manner;

(d) notify us of any proposed change in the use or occupation of your property prior to any change occurring;

(e) provide us with immediate written notice of any environmental problem and any hazardous materials or substances that have an adverse effect on your property, equipment or business activities and with any other environmental information requested by us from time to time;

(f) conduct all environmental remedial activities that a commercially reasonable person would perform in similar circumstances to meet its environmental responsibilities and if you fail to do so, we may perform such activities on your behalf;

(g) pay for any environmental investigations, assessments or remedial activities with respect to any of your property that may be performed by or for us from time to time; and

(h) not, without the prior written consent of the Bank, permit any change in your ownership of control, either directly or indirectly, including the sale of all of substantially all your assets.

10. **Adverse Change for Business Borrowers or Non-Personal Guarantors.** If you are a Business Borrower and, where applicable, if you are a non-personal Guarantor (and for the purposes of this section "you" and "your" includes each such Guarantor), and you notify us of any specified activity or change and provide us with any information according to the requirements set out in the section above or if we receive any environmental information from other sources, we, in our sole discretion, may decide that an adverse change in your environmental condition or any of your property, equipment or business

activities has occurred. We will notify you if we make such decision and the decision will constitute, in the absence of manifest error, conclusive evidence of the adverse change.

If we decide or are required to incur expenses to comply, or to verify your compliance with, applicable environmental or other regulations, you will indemnify us in respect of these expenses, and we may as applicable and in our discretion (a) consider the amount of the outstanding balance to be an Advance under your Operating Line or Cash Surrender Value (CSV) / Accumulation Fund Secured Facility, or (b) debit your CAD Account for the amount of the outstanding balance, which may result in an Advance under the Overdraft Facility.

11. **Security.** The Borrower, and each Guarantor (and for the purposes of this section "you" and "your" includes each such Guarantor) agree that until all of your liability, indebtedness and obligations under this Agreement and all Banking Agreements have been fully and finally discharged, you will not, without the prior written consent of the Bank, create or permit any lien, security interest, mortgage, charge or other encumbrance over the Collateral, other than encumbrances in favour of the Bank, and any such encumbrances which may arise without express consent of the Bank will be immediately discharged by you. You also acknowledge that any security or hypothecs previously granted to the Bank to secure existing operating lines or overdraft facilities continue to constitute the Security for indebtedness and liability under this Agreement. For all real property granted as security, you shall provide evidence of property tax payment satisfactory to the Bank. The future valuation of the pledged real property to support the mortgage charge will be conducted by appraisal with the frequency of reporting at the discretion of the Bank.

12. **Bank's Records.** The Bank's records of the amounts advanced to you under each Facility and the interest and other fees and charges payable by you will be conclusive evidence of your indebtedness under this Agreement in the absence of any error unless you notify the Bank to the contrary in writing within 30 days after the date on which the Bank sends a monthly or annual statement of account to you. Notwithstanding the foregoing, any error by the Bank in keeping its records or in the statements provided to you will not affect your obligation to pay your indebtedness under this Agreement.

13. **Criminal Rate; Severability.** Nothing in this Agreement is to be interpreted as requiring you to make any payment of interest at a criminal rate within the meaning of the *Criminal Code* (Canada) or that is otherwise not permitted by applicable law. If the making of any payment by the Borrower would result in a payment being made that is in excess of such amount or rate, the Bank will determine the payment or payments that are to be reduced or refunded, as the case may be, so that such result does not occur. In the event that any one or more provisions of this Agreement will be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

14. **Saskatchewan Requirement for Business Borrower.** If you are a corporation, *The Limitation of Civil Rights Act* (Saskatchewan) will have no application to this Agreement, or to any agreement or instrument renewing or extending or collateral to this Agreement or to the rights, powers or remedies of the Bank under this Agreement or any such related agreement or instrument.

15. **Amendments.** The provisions of this Agreement (including any fees and applicable interest rates) may be amended at any time by the Bank providing notice to you in writing of the amendment.

16. **Notice to You.** We may give you notice in writing about anything under this Agreement when we include the information with a monthly or annual statement, or when we send you the information by ordinary mail to the last address that we have for you in our records, or hand deliver it, or by any other means that we permit.

    Where we send the notice by ordinary mail, we consider you to have received the notice within 5 Business Days, unless otherwise required by law. If we are giving you notice electronically, we consider you to have received the notice on the date that we provide it to you.

17. **Filings.** On acceptance of this Agreement, the Bank is authorized by each Borrower and each Guarantor to make any filings and registrations and provide any notices that the Bank deems necessary in order to preserve, perfect or protect its rights under this Agreement and any Security.

18. **Assignment; Successors and Assigns.** Neither the Borrower nor the Guarantor may assign or transfer any of its rights, benefits or obligations under this Agreement without the prior written consent of the Bank. This Agreement benefits and binds the parties to this Agreement and their successors, permitted assigns, heirs, executors, and legal administrators.

19. **Changing Your Address.** You will tell us in writing, or by any other means we permit, if you change your address (including your email address, if applicable) and you will give us any other information that we may need from time to time to keep our records up to date.

20. **Governing Law.** If you are a resident of Canada, this Agreement will be governed by and interpreted in accordance with the laws of the province or territory of Canada in which you reside (if you are a Personal Borrower) or where your main business office is located (if you are a Business Borrower) and the federal laws of Canada applicable in that province or territory, without prejudice to or limitation of any other rights or remedies available to the Bank under the laws of any jurisdiction where property or assets of any Borrower or Guarantor may be found. If you are not a resident of Canada, the terms in this Agreement are governed by and interpreted under the applicable laws of Ontario and the federal laws of Canada.

21. **Choice of Jurisdiction.** If you are a Business Borrower or a Personal Borrower who is a non-resident of Canada, the Borrower and each Guarantor irrevocably submit to the exclusive jurisdiction of the courts of Ontario, Canada and irrevocably agree that all claims or disputes in respect of any action or proceeding under this Agreement or the Banking Agreements may be heard and determined in those courts. The Borrower and each Guarantor irrevocably waive, to the fullest extent they may effectively do so, the defence of an inconvenient forum to such action or proceeding.

22. **Waiver of Immunity.** Each Borrower and each Guarantor (and for the purposes of this section "you" and "your" includes each such Guarantor) is subject to civil and commercial law, as applicable, for your obligations under this Agreement and Banking Agreements. Each of you confirms that you have no immunity or irrevocably waives any immunity that you may have under any applicable law from the jurisdiction of any court for your obligations under this Agreement and Banking Agreements.

23. **No Waiver by Us**. No delay or omission by us in exercising any right or remedy under this Agreement or under any of the Banking Agreements or with respect to the Security or any other security held by us will operate as a waiver of such right or remedy or of any other right or remedy.

24. Yearly Rate of Interest. For the purposes of the *Interest Act* (Canada), if interest or a fee payable under this Agreement is calculated on the basis of a 360-day or 365-day year (the "applicable rate"), the applicable rate is equivalent to a yearly rate of interest calculated as follows: applicable rate multiplied by the actual number of days in the calendar year (365 or 366, as applicable) and divided by 360 or 365, as applicable.

25. Québec Matters. For all purposes for which the interpretation of this Agreement may be subject to the laws of Quebec or a court or tribunal exercising jurisdiction in Québec, (a) "personal property" includes "movable property" of whatsoever nature or kind, both corporeal and incorporeal, (b) "real property" includes "immovable property", (c) "intangible personal property" includes "incorporeal property", (d) "security interest", "mortgage", "lien" and "encumbrance" include a "hypothec", "right of retention", "prior claim" , "reservation of ownership" and a resolutory clause, (e) all references to filing, perfection, priority, remedies, registering or recording under a Personal Property Security Act include publication under the *Civil Code of Québec*, (f) all references to "perfection of" or "perfected" liens or security interest include a reference to an "opposable" or "set up" hypothec as against third parties, (g) any "right of set-off" or similar expression includes a "right of compensation", (h) "accounts" includes "claims", (i) "guarantee" and "guarantor" includes "suretyship" and "surety", respectively and (j) "jointly and severally (individually)" includes "solidarily".

26. Language / Langue. The parties have agreed and expressly requested that this Agreement and all documents related to it be drawn up exclusively in English. Les parties conviennent et exigent expressément que ce contrat et tous documents émis en vertu de celui-ci soient rédigés exclusivement en anglais.

27. Counterparts. This Agreement may be executed in any number of counterparts, including by electronic means (such as pdf or email transmission), each of which, when executed, will be an original and together will have the same effect as if each party had executed the same document, and will have the same legal effect as if in paper format with handwritten signatures performed by authorized signatories and will constitute a "writing" for the purposes of all applicable law.

28. Priority. If there is any inconsistency or conflict between any provision of this Agreement and any provision of any Banking Agreement, the provisions of this Agreement will have priority.

29. Heading; Interpretation. The headings of this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. References in this Agreement to (a) "legal expenses" means "legal fees and disbursements on a solicitor and own client basis" and (b) "including" or "includes" means "including without limitation" or "includes without limitation".

30. Liability of Borrowers. If this Agreement is signed by more than one Borrower, each of you agrees that: (i) each reference to "you" or "your" in this Agreement refers to each of you; (ii) each of you is liable under this Agreement on a joint and several basis; (iii) each of you is obligated under this Agreement as principal and not as a guarantor; (iv) any one of you may act for all of you under this Agreement and any such actions by any one of you shall be binding on all of you; (v) we will be fully discharged in respect of our obligations under this Agreement upon performance of that obligation in favour of any of you; (vi) each representation, warranty, covenant and undertaking made by you is made by each of you on a joint and several basis; (vii) the occurrence of an event of default under this Agreement by or with respect to you or any one of you shall be deemed to be a default under this

Agreement by all of you; (viii) a separate action or actions may be brought and prosecuted against any of you whether an action is brought against one or more or all of you or whether any other party is joined in any such action or actions; and (ix) each of you waives any right to require us to proceed against any other party or pursue any other remedy in our power.

31. **Liability of Guarantor.** In return for the Bank extending the Facilities to the Borrower, the Guarantor agrees as a primary debtor: (i) to perform and observe all the Borrower's obligations under this Agreement and to be bound by the Agreement as if the Guarantor were the Borrower; (ii) to be jointly and severally liable with the Borrower for all the obligations of the Borrower under the Agreement; (iii) that all obligations of the Guarantor are binding on the Guarantor and their heirs, personal or legal representatives, successors and assigns; and (iv) that if there is more than one Guarantor, each Guarantor is bound by the terms and conditions of this Agreement jointly and severally.

    The Guarantor agrees that we may give the Guarantor notice by personally delivering it to the Guarantor or by mailing it to the Guarantor at their last known address in our records or by emailing it to the email address provided to us by such Guarantor.

32. **Limitation Periods.** To the extent that any limitation period applies to any claim for payment of obligations or remedy for enforcement of obligations under this Agreement or any other Banking Agreement, the Borrower and each Guarantor agree that: (a) any limitation period is expressly excluded and waived entirely if permitted by applicable law; (b) if a complete exclusion and waiver of any limitation period is not permitted by applicable law, any limitation period is extended to the maximum length permitted by applicable law; (c) any limitation period applying to this Agreement of any other Banking Agreement expressed to be payable on demand shall not begin before an express demand for payment of the relevant obligations is made in writing to the Bank; (d) any applicable limitation period shall begin afresh upon any payment or other acknowledgement by the Borrower or Guarantor of its relevant obligations; and (e) this Agreement and each other Banking Agreement is a "business agreement" as defined in the *Limitations Act, 2002* (Ontario) if that Act applies to it.

33. **Acknowledgment Regarding Advice and Leverage.** The Bank does not provide you with any tax, investment, accounting or legal advice in respect of any products or services we offer or in respect of any Security provided by you or any Guarantor. It is your sole responsibility to consult with independent legal counsel or other professional advisors on these matters so you may make appropriate decisions. You represent that you have obtained such advice or hereby expressly waive your right to such advice.

    To the extent that you are borrowing to invest, you acknowledge that using borrowed money to finance the purchase of investments involves greater risk than using cash resources only. If you borrow money to purchase investments, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the investments purchased declines. You acknowledge that you have been informed that the use of leverage can result in investment losses that exceed the amount of your invested capital.

34. **Illegality**. If the Bank determines that any applicable law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Bank or its applicable lending office to make or maintain any loan (or to maintain its obligation to make any loan), or to issue or maintain any Letter of Credit or Letter of Guarantee (or to maintain its obligation to issue any Letter of Credit or Letter of Guarantee), or to determine or charge interest rates based upon any particular rate, then, on notice thereof by the

Bank to the Borrower, any obligation of the Bank with respect to the activity that is unlawful shall be suspended until the Bank notifies the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from the Bank, prepay or, if conversion of a loan would avoid the activity that is unlawful, convert any loans, or take any necessary steps with respect to any Letter of Credit or Letter of Guarantee in order to avoid the activity that is unlawful. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

35. **Increased Costs Generally for Business Borrowers Only**. If any Change in Law shall have the effect, directly or indirectly, of:

    (i) increasing the cost to the Bank of performing its obligations hereunder or under any availment hereunder;

    (ii) reducing any amount received or receivable by the Bank or its effective return hereunder or in respect of any availment hereunder or on its capital; or

    (iii) causing the Bank to make any payment or to forgo any return based on any amount received or receivable by the Bank hereunder or in respect of any availment hereunder determined by the Bank in its discretion,

    then upon demand from time to time the Borrower shall pay such amount as shall compensate the Bank for any such cost, reduction, payment or forgone return (collectively "Increased Costs") as such amounts are reasonably determined by the Bank and set forth in a certificate to the Borrower.

    In the event of the Borrower becoming liable for such Increased Costs, the Borrower shall have the right to prepay in full, without penalty, the outstanding principal balance under the affected credit other than the face amount of any document or instrument issued or accepted by the Bank for the account of the Borrower, including, without limitation, a Letter of Credit, a Letter of Guarantee or a CORRA Advance. Upon any such prepayment, the Borrower shall also pay the then accrued interest on the amount prepaid and the Increased Costs to the date of prepayment together with such amount as will compensate the Bank for the cost of any early termination of its funding arrangements in accordance with its normal practices, as such amounts are calculated in a certificate reasonably prepared by the Bank.

36. **Indemnification by the Borrower and Guarantor.** Each Borrower and Guarantor hereby indemnifies the Bank, and each related party of any of the Bank (each such person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by any of the Borrower or Guarantor (including in connection with any suits or other proceedings commenced by the Borrower, any Guarantor or any of their respective affiliates) arising out of, in connection with, or as a result of: (i) the execution or delivery of this Agreement, any other Banking Agreement or any agreement or instrument contemplated hereby or thereby, the performance or non-performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation or non-consummation of the transactions contemplated hereby or thereby; (ii) any loan or the use or proposed use of the proceeds therefrom (including any refusal by the Bank to honour a demand for payment under a Letter of Credit

or Letter of Guarantee if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit or Letter of Guarantee); (iii) any environmental law, permits or any actual or alleged presence or release of hazardous substance relating to the Collateral or on or from any property owned, leased or operated by the Borrower or any Guarantor, or any environmental claim related in any way to any Borrower or Guarantor; or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any Guarantor and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee or its related parties, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or wilful misconduct of any such Indemnitee or its related parties or result from a claim brought by any restricted party against any of such Indemnitee or its related parties for breach in bad faith of such Indemnitee's obligations hereunder or under any other Banking Agreement, if the Borrower has obtained a final and non-appealable judgment in its favour on such claim as determined by a court of competent jurisdiction.

37. **Resolving Your Complaint.** This section explains whom you can contact, the Bank's complaints handling procedures, and the steps to take, including available channels, should you wish to move forward with a complaint. Please reach out to a Bank representative during this process if you would like a status update at any time.

    You can access the Bank's complaints-handling policies and procedures online here: https://www.scotiabank.com/ca/en/about/contact-us/customer-care/how-to-resolve-your-complaints.html

    Pathways to Complaint Resolution

    As a first course of action, please contact your Bank Representative, visit the Branch or reach out to the Contact Centre (Toll-free telephone: 1800-4SCOTIA or 1-800-472-6842)

    If the first person you speak with is not able to resolve your complaint, please ask to speak directly to a manager, who may be able to resolve many issues that arise.

    Upon expressing a complaint to the Bank, you will receive a written acknowledgment including a case number and a copy of Scotiabank's complaint handling process. You may also receive communication at the conclusion of your complaint.

    Contact the Escalated Customer Concerns Office (ECCO)

    If your complaint is not resolved after 14 days, it will be escalated to the Escalated Customer Concerns Office (ECCO). You may also request escalation at any time during the 14 days or if you are dissatisfied with the response provided. Upon escalation, a communication will be sent informing you of the updated point of contact.

    We aim to resolve each case as quickly as possible; however, should this exceed 56 days, you will receive a notification. When your case is concluded at the ECCO, you will be sent communication outlining the Bank's response.

E-mail: escalatedconcerns@scotiabank.com
Mail: Scotiabank, Escalated Customer Concerns Office
44 King Street West
Toronto, ON
M5H 1H1
Telephone: English 1-877-700-0043 (in Toronto 416-933-1700)
French 1-877-700-0044 (in Toronto 416-933-1780)

Still not Resolved?

Contact the Customer Complaints Appeals Office (CCAO)
If you are not satisfied following the investigation by the Escalated Customer Concerns Office, you may submit your complaint in writing to the Customer Complaints Appeals Office (CCAO). The CCAO provides an impartial review of customer complaints upon request of the customer.

We aim to resolve each case as quickly as possible; however, should this exceed 56 days, you will receive a notification. When your case is concluded at the CCAO, you will be sent a communication outlining the Bank's response.

E-mail: ccao@scotiabank.com
Mail: Customer Complaints Appeals Office
44 King Street West
Toronto, ON
M5H 1H1
Telephone: 1-800-785-8772

You may contact the external complaints body for banking complaints.

The Ombudsman for Banking Services and Investments (OBSI) has been designated as the single external complaints body for banking in Canada. OBSI is responsible for providing a fair and impartial review of unresolved banking complaints.

You may choose to contact OBSI if there has been no response from Scotiabank within 56 days of your complaint or if you are not satisfied with the outcome provided through the Customer Complaints Appeals Office.

E-mail: ombudsman@obsi.ca
Mail: Ombudsman for Banking Services and Investments (OBSI)
20 Queen Street West, Suite 2400
P.O. Box 8
Toronto, ON
M5H 3R3
Telephone: 1-888-451-4519
Fax: 1-888-422-2865

You may contact the Financial Consumer Agency of Canada (FCAC)

The FCAC supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws. For example, financial institutions must provide consumers with transparent information about fees, interest rates and complaint-handling procedures. If you have a complaint about such a regulatory matter, you can contact the FCAC in writing at:

Mail: Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th Floor
Ottawa, ON
K1R 1B9

Telephone: English: 1-866-461-3222
French: 1-866-461-2232

Fax: 1-866-814-2224 / 1-613-941-1436

Website: www.fcac-acfc.gc.ca

SCHEDULE B
ADDITIONAL TERMS AND CONDITIONS FOR YOUR FACILITIES

I. Additional Terms Applicable to the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility

1. **Direct Advances.** You may borrow amounts by way of Direct Advances in either CAD or USD or both (subject to approval). Subject to your Available Credit, you may take Direct Advances under the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility by notifying the Bank from time to time as to the amounts you wish to borrow by way of Direct Advances and the Bank crediting such amounts to your Cash Surrender Value (CSV) / Accumulation Fund Secured Facility Account. The Bank may decline to make any Direct Advance if the amount would cause your Available Credit to be exceeded or in its own discretion.

2. **Approved Lending Amounts.** The total Advances at any given time will not exceed the Approved Lending Amount then applicable (except if explicitly permitted under this Agreement). The Approved Lending Amounts for the Policies will be determined in accordance with the "Summary of Facilities" in this Agreement and confirmed in writing to the Borrower.

3. **Conditions to Initial Advance.** Prior to the initial Advance, the Bank shall have been provided with the following to its satisfaction:

    a. a Letter of Acknowledgment (in form and substance acceptable to the Bank) executed by the Borrower confirming the Bank's sole role is as lender and acknowledging that it is the Borrower's responsibility to obtain independent tax advice; and

    b. the finalized in-force Policies with confirmation of policy ownership and designation of beneficiary residing with the Borrower and/or Guarantor(s), as applicable.

4. **Condition Precedent to each Advance.**

    (a) For all Policies: The total outstanding Advances under the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility, including the requested Advance, shall not exceed the Available Credit.

    (b) For whole life policies: The Bank shall have received written confirmation from the insurer that the premium payments on the Policies are current. The premiums shall have been paid from sources other than the Facilities.

    (c) For universal life policies: The Bank shall have received written confirmation from the insurer that the annual investment deposits and cost of insurance payments on the Policies are current. Such amounts shall have been paid from sources other than the Facilities.

5. **Covenants and Agreements.** The Borrower and Guarantor, as applicable, agree to comply with the following covenants and agreements:

   (a) Whole Life Policies. Premiums for the Policies to be paid current at all times (as confirmed to the Bank within 15 days of each Policy anniversary date);

   (b) Universal Life Policies. Cost of insurance on the Policies to be paid current at all times (as confirmed to the Bank within 15 days of each Policy anniversary date);

   (c) Universal Life Policies: The Borrower will advise what percentage of the eligible investments held within the Policies will be held in Guaranteed Investments and in At Risk Investments respectively (with each such term defined in accordance with the section entitled "Summary of Facilities" in this Agreement). There can be no change in the asset allocation of the investments held within such Policies without the Bank's prior written consent;

   (d) The Borrower shall provide the Bank with policy statements and In Force Policy Illustrations for all Policies upon request and, at a minimum, (i) annually, for all Policies for which all investments are Guaranteed Investments, and (ii) monthly, for all Policies for which any portion of the investments are At Risk Investments;

   (e) Without the Bank's written consent, the Borrower or Guarantor, as applicable, shall not assign, sell, pledge, hypothecate or in any way transfer any of the Borrower's or the Guarantor's rights in the Policies to any party other than the Bank and the Bank shall remain the sole assignee of any such Policies; and

   (f) No change in ownership or control of the Borrower or Guarantor, as applicable, is permitted.

   For further certainty, failure to comply with the above covenants and agreements shall constitute an event of default in respect of which the Bank may demand immediate repayment in accordance with the section entitled "Demand and Termination by Bank" in Schedule A, which may result in termination of this Agreement.

6. **Use of the Facility.** Subject to the terms of this Agreement, amounts may be borrowed, repaid and (if applicable) reborrowed under the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility from time to time as specified in "Summary of Facilities" in this Agreement.

7. **Interest on Direct Advances.** All CAD amounts borrowed by way of Direct Advances will bear interest at the Scotiabank Prime Rate plus or minus an adjustment factor. All USD amounts borrowed by way of Direct Advances will bear interest at the Scotiabank Base Rate plus or minus an adjustment factor. In no event will the applicable interest rate be less than zero.
   Interest will accrue daily on each Direct Advance under the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility for the actual number of days it is outstanding. We calculate the amount of daily interest by multiplying the daily closing outstanding balance by

the applicable annual interest rate then dividing by 365 or 366 (as applicable). Interest will accrue both before and after the final payment date, default and judgment, until the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility has been paid in full.

8. **Cash Surrender Value (CSV) / Accumulation Fund Secured Facility Credit Limit.** If the currency selected for your Cash Surrender Value (CSV) / Accumulation Fund Secured Facility is CAD or CAD and USD, the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility Credit Limit will be provided in CAD. Direct Advances or any other Advances made in USD will be converted to CAD based on the Bank's standard conversion rate for the purpose of calculating the remaining credit limit. If the currency selected for your Cash Surrender Value (CSV) / Accumulation Fund Secured Facility is USD, the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility Credit Limit will be provided in USD.

9. **Minimum Payment.** If you borrow by way of Direct Advances, your first minimum payment will be the amount of interest that accrued daily since the effective date of this Agreement up to and including the twenty-second day of the following month or, if such day is a Saturday, Sunday or a day on which banks are closed for business in Canada, on the next Business Day, and will include the interest that accrues up to and including the next Business Day. Your subsequent minimum payments will be the amount of interest that accrued daily since the previous minimum payment was collected up to and including the twenty-second day of each month or, if such day is a Saturday, Sunday or a day on which banks are closed for business in Canada, on the next Business Day, and will include the interest that accrues up to and including the next Business Day.

   If you have received Direct Advances in both CAD and USD, you will be required to repay the interest that accrued on each Direct Advance at the rate applicable to that Direct Advance.

   Your minimum payment is due on the payment due date shown on your monthly statement. You authorize the Bank, but the Bank is not so obligated, to debit the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility Account (or any other account specified by you) with the amount of interest accrued and unpaid by you for the amount specified in this section on the payment due date or if such day is not a Business Day, on the next Business Day. If your Cash Surrender Value (CSV) / Accumulation Fund Secured Facility Account (or other account) is overdrawn at that time, this will result in an increase in the overdraft balance. If your Cash Surrender Value (CSV) / Accumulation Fund Secured Facility Account (or other account) is not overdrawn at that time, this will result in the interest amount being paid, in whole or in part, from your positive account balance and may result in an overdraft balance.

10. **Payment.** You must repay on demand all your indebtedness and liability under the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility, including interest. The amounts owing on each Advance must be repaid in the currency borrowed. Any unapproved overlimit amounts must be paid immediately (except if explicitly permitted under this Agreement).

    You irrevocably authorize and direct the Bank, while the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility is in existence, but the Bank is not so obligated, to apply all amounts standing to your credit in your Cash Surrender Value (CSV) / Accumulation Fund

Secured Facility Account at the end of each Business Day to repay your indebtedness and liability under the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility.

11. **Prepayment Rights.** You may prepay any amount outstanding under the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility at any time, without penalty, subject in the case of CORRA Advances and SOFR Advances to the sections entitled "Additional Terms Applicable to CORRA Advances" and "Additional Terms Applicable to SOFR Advances", respectively.

12. **Annual Interest Rate and Fees.** We may change the interest rate, including the adjustment factor or benchmark, or the fees or introduce new fees from time to time in our sole discretion, even if you repay and operate the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility in accordance with its terms. If we make any such changes, we will give you notice as specified in the section entitled "Amendments" in Schedule A. We will post a notice of any changes to the Scotiabank Prime Rate or the Scotiabank Base Rate, as applicable, in our branches.

    You authorize the Bank to debit your CAD Account or any other account specified by you with the fees and charges that may be applicable from time to time to the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility. These fees will appear on your CAD Account statement, if applicable, after they are charged.

13. **Other Advances.** You may request the Advances other than Direct Advances that may be available under the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility by providing the Bank with the documentation required by the Bank from time to time for such Advances. All Advances under the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility, other than Direct Advances, may be subject to additional Banking Agreements, which will contain additional terms applicable to such other forms of Advances.

II. Additional Terms Applicable to CORRA Advances

1. **Advance.** You may obtain a CORRA Advance in CAD by providing at least 2 Business Days' prior notice to the Bank and the Bank crediting the requested amount to your CAD Account. The Bank may decline to make any CORRA Advance if the amount would cause your Available Credit to be exceeded or in its own discretion. **Notwithstanding anything to the contrary herein, the Bank may decline to make any Advance, or may demand payment of any Advances at any time, in its sole discretion.**

2. **Term.** At the time you request a CORRA Advance, you will indicate to the Bank the preferred repayment term, which may be 1 or 3 months, subject to the Bank's right to demand payment at any time in its sole discretion (as applicable, the "Term"), and which the Bank may approve in its discretion, and provided that if any Term would end on a day that is not a Business Day, such Term shall be extended to the immediately succeeding Business Day. The Term will be disclosed in your Disclosure Statement.

3. **Interest.** Each CORRA Advance will bear interest at **Adjusted Term CORRA**, plus an

adjustment factor. Term CORRA is a rate per annum based on a 365-day year. The annual interest rate applicable to the CORRA Advance is equivalent to **Adjusted Term CORRA**, plus an adjustment factor, based on a calendar year of 365 or 366 days, as applicable. Each CORRA Advance will bear interest at the rate established prior to each CORRA Advance or Rollover Advance. In no event will the applicable interest rate be less than zero.

Interest will accrue daily and will be calculated on the basis of the actual number of days elapsed during the Term of the CORRA Advance. Interest is payable at the end of the Term of the CORRA Advance. Your interest payment due date will be set out in the Disclosure Statement for each CORRA Advance. Interest will accrue both before and after the final payment date, default and judgment, until the CORRA Advance has been paid in full.

4. **Payment.** We may require you to pay on demand all amounts borrowed as a CORRA Advance that exceed the Available Credit together with accrued interest both before and after demand and judgment.

   At the end of a Term for a CORRA Advance, you will be required to repay to the Bank the full principal amount of the CORRA Advance, plus interest at the rate disclosed to you. Your interest payment due date will be set out in the Disclosure Statement for each CORRA Advance. If you do not pay the outstanding balance at the end of Term, whether by way of a Rollover Advance or otherwise, we will consider the amount of the outstanding balance to be a Direct Advance under your Operating Line or Cash Surrender Value (CSV) / Accumulation Fund Secured Facility, as applicable, subject to the terms and conditions applicable to such Facility under this Agreement.

5. **Prepayment.** You may prepay any amount outstanding under a CORRA Advance at any time, without penalty. Your interest payment due date will be set out in the Disclosure Statement for each CORRA Advance. You may be entitled to a refund of certain non-interest charges as disclosed in the applicable Disclosure Statement.

6. **Rollover.** If 2 Business Days prior to the end of a Term, you indicate that you would like a new CORRA Advance, we may rollover your loan for another Term of 1 or 3 months as the Bank may approve in its discretion (each such rolled over CORRA Advance is a "Rollover Advance") at the interest rate in the Disclosure Statement for each such Rollover Advance. Your interest payment due date will be set out in the Disclosure Statement for each CORRA Advance. For greater certainty, a Rollover Advance is considered a CORRA Advance and subject to all of the terms and conditions applicable to a CORRA Advance under this Agreement and the applicable Disclosure Statement.

7. **Waiver of Timing of Disclosure Statement.** Cost of borrowing disclosure for a loan secured by a real property must be provided 2 clear Business Days before you enter into the loan agreement unless you consent to waiving this requirement. If you have provided real property as Security for the Operating Line or the Cash Surrender Value (CSV) / Accumulation Fund Secured Facility, as applicable, you consent to receive the relevant Disclosure Statements at the time of each CORRA Advance or Rollover Advance.

8. **Term CORRA Use.** You commit and agree that the proposed use of each CORRA Advance

offered under this Agreement is for a business purpose.

Life Insurance Loan Agrm from Showler

Final Audit Report 2025-05-02

Created:	2025-05-02
By:	Jesse Loyns (jesse@monettefarms.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAADyEF1Fwt1ky5z254wwDHiCGawUTTtEUc

"Life Insurance Loan Agrm from Showler" History

Document created by Jesse Loyns (jesse@monettefarms.ca)
2025-05-02 - 7:20:38 PM GMT

Document emailed to Darrel Monette (darrel@monettefarms.ca) for signature
2025-05-02 - 7:21:15 PM GMT

Email viewed by Darrel Monette (darrel@monettefarms.ca)
2025-05-02 - 7:30:21 PM GMT

Document e-signed by Darrel Monette (darrel@monettefarms.ca)
Signature Date: 2025-05-02 - 7:30:35 PM GMT - Time Source: server

Agreement completed.
2025-05-02 - 7:30:35 PM GMT

This is **Exhibit "V"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

Kamryn Wiest

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

FORBEARANCE AGREEMENT

THIS AGREEMENT is made as of November 7, 2025 (the "**Amendment Date**")

BETWEEN:

MONETTE FARMS LTD., a corporation existing under the laws of the Province of Saskatchewan (hereinafter sometimes referred to as the "**Canadian Borrower**"),

– and –

MONETTE FARMS USA, INC., a corporation existing under the laws of the State of Montana (hereinafter sometimes referred to as the "**U.S. Borrower**"),

– and –

DARREL NOEL MONETTE, an individual domiciled in the Province of Saskatchewan and with his primary residence in the Province of Saskatchewan (hereinafter sometimes referred to as the "**Individual Borrower**"),

– and –

THE BANK OF NOVA SCOTIA, FARM CREDIT CANADA, BANK OF MONTREAL, EXPORT DEVELOPMENT CANADA, CANADIAN IMPERIAL BANK OF COMMERCE, ROYAL BANK OF CANADA, THE TORONTO-DOMINION BANK, NATIONAL BANK OF CANADA, CONEXUS CREDIT UNION and such other persons as become parties to the Credit Agreement as lenders (hereinafter referred to collectively as the "**Lenders**" and individually as a "**Lender**"),

– and –

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as agent of the Lenders (hereinafter referred to as the "**Agent**"),

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Swingline Lender,

– and –

THE BANK OF NOVA SCOTIA, in its capacity as Fronting Lender,

WHEREAS the parties hereto have entered into the Credit Agreement;

AND WHEREAS the Agent, on behalf of the Lenders, executed and delivered in favor of the Borrowers a waiver and covenant agreement dated October 31, 2024 which was accepted, acknowledged and agreed to by the Borrowers (the "**Original Waiver**");

AND WHEREAS, in connection with, and as provided for in, the Original Waiver, the parties hereto amended and supplemented certain provisions of the Credit Agreement as set forth in the first amending agreement made as of November 22, 2024 (the "**First Amending Agreement**") between the Borrowers, the Lenders and the Agent to give effect to the Covenant Relief Amendment under and as defined in the Original Waiver;

AND WHEREAS the parties hereto further amended and supplemented certain provisions of the Credit Agreement to, *inter alias*, extend the Covenant Relief Period (as defined in the Credit Agreement prior to giving effect to the provisions of this Agreement) as set forth in the second amending agreement made as of January 31, 2025 between the Borrowers, the Lenders and the Agent (the "**Second Amending Agreement**"), the third amending agreement made as of February 21, 2025 between the Borrowers, the Lenders and the Agent (the "**Third Amending Agreement**"), the Fourth Amending Agreement, the fifth amending agreement made as of May 2, 2025 between the Borrowers, the Lenders and the Agent (the "**Fifth Amending Agreement**"), the sixth amending agreement made as of June 10, 2025 between the Borrowers, the Lenders and the Agent (the "**Sixth Amending Agreement**"), the seventh amending agreement made as of July 30, 2025 between the Borrowers, the Lenders and the Agent (the "**Seventh Amending Agreement**") and the eighth amending agreement made as of October 31, 2025 between the Borrowers, the Lenders and the Agent (the "**Eight Amending Agreement**");

AND WHEREAS the Specified Events of Default have occurred and are continuing (or are anticipated to occur as provided for in the definition thereof);

AND WHEREAS the Agent and the Lender have agreed, upon certain terms and subject to certain conditions, more particularly described in this Agreement, to forbear during the Forbearance Period from exercising any rights and remedies under the Credit Agreement and other Documents against the Borrowers and the other Loan Parties in respect of the Specified Event of Default on the terms and conditions hereinafter set forth;

AND WHEREAS the parties hereto have agreed to further amend and supplement certain provisions of the Credit Agreement as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. Interpretation

1.1 In this Agreement and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"Agreement" means this forbearance agreement, as amended, modified, supplemented or restated from time to time;

"Credit Agreement" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March 18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15 2024 between the Borrowers, as borrowers, the Lenders, as lenders, and the Agent, as agent, as amended and supplemented to the date hereof including pursuant to an accordion exercise agreement made as of May 13, 2024, the Original Waiver, the First Amending Agreement. the Second Amending Agreement, the second waiver and covenant agreement dated March 19, 2025 from the Agent, on behalf of the Majority of the Lenders, which was accepted, acknowledged and agreed to by the Borrowers (the "**Second Waiver**"), the Third Amending Agreement, the Fourth Amending Agreement, the Fifth Amending Agreement, the Sixth Amending Agreement, the Seventh Amending Agreement and the Eighth Amending Agreement;

"**Forbearance Period**" has the meaning set out in Section 3.1 of this Agreement;

"**Forbearance Terminating Event**" means the occurrence of any one or more of the following events:

(a) if either the Canadian Borrower or the U.S. Borrower fails to observe or perform any covenant or obligation in this Agreement required on its part to be observed or performed; and/or

(b) the occurrence of any Default or Event of Default other than the Specified Events of Default; and/or

(c) the occurrence of the Maturity Date for each Credit Facility, being April 15, 2026; and

"**Specified Events of Default**" means, collectively:

(a) the Event of Default anticipated to occur pursuant to Section 12.1(c) of the Credit Agreement as a result of the Debt to Tangible Net Worth Ratio being equal to or greater than [redacted] as at the October 31, 2025 Fiscal Year End constituting a breach of Section 10.3(a) of the Credit Agreement;

(b) the Event of Default anticipated to occur pursuant to Section 12.1(c) of the Credit Agreement as a result of the Fixed Charge Coverage Ratio being less than or equal to [redacted] as at the October 31, 2025 Fiscal Year End constituting a breach of Section 10.3(b) of the Credit Agreement;

(c) the Event of Default that has occurred pursuant to Section 12.1(c) of the Credit Agreement as a result of the Soderglen VTB no longer constituting Permitted Debt as a result of such Debt having a term to maturity of less than 4 years constituting a breach of Section 10.2(e) of the Credit Agreement;

(d) the Event of Default that has occurred pursuant to Section 3.1 of the Seventh Amending Agreement as a result of the existing Relief Period Expiry Date, being November 7, 2025, not being further extended upon the agreement of all of the Lenders pursuant to Section 3.1(a) of the Seventh Amending Agreement; and

(e) the Event of Default that has occurred pursuant to Section 12.1(a) of the Credit Agreement as a result of the Specified Quarter End Repayments (as defined in the Seventh Amending Agreement) not being made on or prior to the Relief Period Expiry Date constituting a breach of Section 4.1 of the Seventh Amending Agreement.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2. Amendments and Supplements

2.1 Removal of Covenant Relief Period. The Credit Agreement is hereby amended to delete the definition of "Covenant Relief Period" contained in Section 1.1(1) of the Credit Agreement in its entirety and to delete Section 10.3.1 of the Credit Agreement in its entirety.

2.2 Confirmation of Margins. The definition of "Applicable Pricing Rate" contained in Section 1.1(1) of the Credit Agreement is hereby amended to:

(a) delete the table contained therein in its entirety and to substitute the following table therefor:

Margin on Canadian Prime Rate Loans and U.S. Base Rate Loans	**Issuance Fees for Letters of Credit and margin on SOFR Loans and CORRA Loans**	**Standby Fee for Credit Facilities**

2.00% per annum	3.25% per annum	0.35% per annum

(b) delete subparagraph (c) thereof in its entirety and to substitute the following therefor:

"(c) *intentionally deleted;*".

2.3 Decrease in Capital Facility. The definition of "Capital Facility" contained in Section 1.1(1) of the Credit Agreement is hereby amended to delete "Cdn.$721,000,000" where it appears in the second line thereof and to substitute therefor, the amount of "Cdn.$719,500,000".

The parties hereto hereby confirm and agree that (a) the maximum principal amount of the Capital Facility is hereby decreased to Cdn.$719,500,000 and (b) Drawdowns under the Capital Facility remain suspended as provided for in Section 10.1 of the Fourth Amending Agreement (as amended and supplemented pursuant to the Fifth Amending Agreement, the Seventh Amending Agreement and Section 3.3 of this Agreement).

2.4 ***New Schedule A; Revised Commitments.*** Schedule A to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule A attached hereto to, *inter alia*, provide that the Commitments of each Lender shall be the amounts set forth opposite its name on such new Schedule A.

2.5 Continuation of Operating Facility. Section 7.1 of the Fifth Amending Agreement (as previously amended pursuant to the Sixth Amending Agreement and the Seventh Amending Agreement) is hereby deleted in its entirety and the following is substituted therefor:

"7.1 ***Drawdown Provision.*** Each of the parties hereto expressly agrees, acknowledges, confirms and accepts that (for certainty, in addition to and notwithstanding the suspension of Drawdowns under the Capital Facility as provided for in Section 10.1 of the Fourth Amending Agreement and which, as provided for in Section 3.3 hereof shall remain operative), the Canadian Borrower and the U.S. Borrower may increase or decrease Loans under the Operating Facility by making Drawdowns, repayments and further Drawdowns from and after the date hereof, prior to the Operating Facility Maturity Date, without the express prior consent of the Agent and the Operating Facility Lenders provided that, for each Drawdown (a) the Borrowers are in compliance with all terms and conditions of the Credit Agreement including, without limitation, having satisfied the conditions precedent provided for in Section 3.1 of the Credit Agreement (except in respect of the requirement that no Default or Event of Default shall have occurred and be continuing as it relates solely to the Specified Events of Default and only the Specified Events of Default) and (b) notwithstanding Section 3.2(e), and in addition thereto, the

Outstanding Principal of all Loans (including, for certainty, Letters of Credit and Swingline Loans) under the Operating Facility shall not exceed, after giving effect to any Drawdown:

(i) Cdn. $[redacted] from November 10, 2025 through and including December 31, 2025;

(ii) Cdn. $[redacted] from January 1, 2026 through and including February 28, 2026; and

(iii) Cdn. $[redacted] from March 1, 2026 until the Operating Facility Maturity Date.".

2.6 ***Reduction in Swingline Loan Availability.*** The Credit Agreement is hereby amended to delete each reference to "Cdn.$20,000,000" contained in Section 2.21(4)(a) and Section 2.21(8) thereof and, in each case, to insert a reference to "Cdn.$10,000,000" therefor.

The parties hereto hereby confirm and agree that the maximum aggregate Outstanding Principal of the Swingline Loans shall be the lesser of Cdn.$10,000,000 (or the Equivalent Amount thereof) and the Swingline Lender's Commitment less the Swingline Lender's Rateable Portion of all outstanding Syndicated Loans.

2.7 ***Definitions.*** Section 1.1(1) of the Credit Agreement is hereby amended to (a) delete the definitions of "Fully Funded Cash Flow Model", "Hadford Montana Acquisition", "Hadford Montana Acquisition Agreement", "Hadford Montana VTB Debt" and "Intermediate Plan" in their entirety and (b) add the following new definitions in the correct alphabetical order:

"**2026 Initial Business Plan**" means the combined and consolidated business plan and fully integrated financial model on a "fully funded basis" for the period ending October 31, 2026, prepared on a monthly basis with assistance of the Borrower's Financial Advisor and delivered by the Canadian Borrower to the Agent and the Lenders' Financial Advisor on August 30, 2025.

"**Acceleration**" has the meaning set out in Section 12.10(1).

"**Additional Sale Assets**" has the meaning set out in Section 2.15(3)(d).

"**Disposed Montana Lands**" has the meaning set out in the definition of "Permitted Capital Expenditures".

"**Disposition Expression of Interest**" has the meaning set out in Section 10.1(e)(xv).

"**EDC Guarantee**" has the meaning set out in Section 10.2(g).

"**Excess Amount**" has the meaning set out in Section 2.15(3)(d).

"**Existing Hedges**" has the meaning set out in Section10.1(u)(i).

"**Insolvency Event**" has the meaning set out in Section 12.2.

"**January Cash Flow Forecast**" has the meaning set out in Section 2.15(3)(d).

"**Judgement**" means the judgement issued by The Honourable Madam Justice Burke on March 25, 2025 in connection with Dutcyvich v. Monette Farms Ltd., 2025 BCSC 548.

"**Subsequent Plan**" means the deleveraging plan delivered by the Canadian Borrower to the Lenders on October 1, 2025 and attached hereto as Schedule M.

2.8 ***Amendment to Definition of "Permitted Capital Expenditures".*** The definition of "Permitted Capital Expenditures" contained in Section 1.1(1) of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

""**Permitted Capital Expenditures**" means (a) maintenance Capital Expenditures in the ordinary course of business with prior written notice to the Agent and the Lenders' Financial Advisor, (b) from November 1, 2025 until the Maturity Date applicable to each Credit Facility, Capital Expenditures funded with cash or Cash Equivalents (for certainty, not with a Drawdown or Advance under the Credit Facilities) up to maximum aggregate amount of U.S.$[redacted] for the deferred purchase of the "Ragland Montana" lands provided that (i) such lands are acquired prior to the disposition of "Fly Creek Camp 1" and "Camp 4" lands set out in the Subsequent Plan (the "**Disposed Montana Lands**"), (c) other Capital Expenditures that have been approved in writing by the Agent, on behalf of the Majority of the Lenders, in their sole discretion, prior to the making thereof and (d) other Capital Expenditures requested by the Canadian Borrower and approved by the Agent, in its reasonable discretion, up to an aggregate maximum amount of Cdn.$500,000 (or the Equivalent Amount thereof).".

2.9 ***Amendment to General Permitted Debt Basket.*** The definition of "Permitted Debt" contained in Section 1.1(1) of the Credit Agreement is hereby amended to delete subparagraph (e) thereof in its entirety and to substitute the following therefor:

"(e) Purchase Money Obligations, capital lease obligations and other Debt which is not otherwise Permitted Debt to the extent outstanding as of October 31, 2024 and, for certainty, provided the principal amount of such obligations do not, in the aggregate, exceed Cdn.$10,000,000 (or the Equivalent Amount thereof in United States Dollars or the equivalent amount thereof in any other currency)".

2.10 ***Amendment to Permitted Debt re: Individual Borrower Bilateral Facility.*** The definition of "Permitted Debt" contained in Section 1.1(1) of the Credit Agreement is hereby amended to delete subparagraph (g) thereof in its entirety and to substitute the following therefor:

"(g) the Individual Borrower Bilateral Facility; provided (i) such credit facility shall be in the maximum principal amount of Cdn.$11,260,000, (ii) the maturity date thereof is the Maturity Date as extended or amended from time to time, (iii) such credit facility will be available by way of loans bearing interest based off of the Canadian Prime Rate and by way of loans bearing interest based off of the Canadian overnight repo rate average and shall accrue interest or be subject to fees calculated at the same rate as the Applicable Pricing Rate applicable to Canadian Prime Rate Loans and CORRA Loans pursuant hereto, (iv) such Debt is not subject to any mandatory repayments except as provided for in 2.15(5) hereof and (iv) the Individual Borrower Bilateral Loan Agreement is not amended, supplemented, modified or restated without the prior written consent of the Majority of the Lenders;".

2.11 ***Removal of Permitted Debt re: Hadford Montanna VTB Debt.*** The definition of "Permitted Debt" contained in Section 1.1(1) of the Credit Agreement is hereby amended to delete subparagraph (k) thereof in its entirety and to substitute the following therefor:

"(k) *intentionally deleted.*".

2.12 ***Removal of Permitted Encumbrance re: Hadford Montanna VTB Debt and Addition of New Permitted Encumbrance.*** The definition of "Permitted Encumbrances" contained in Section 1.1(1) of the Credit Agreement is hereby amended to delete subparagraph (t) in its entirety and to substitute the following therefor:

"(t) Security Interests in personal property granted by the Canadian Borrower and/or Monette Seeds Ltd. in favor of Export Development Canada securing obligations under the EDC Account Performance Security Guarantee (PGS-05-082492E-00) provided such Security Interests shall be subject to an intercreditor agreement in form and substance satisfactory to the Agent and the Majority of the Lenders, acting reasonably. which shall include, without limitation, a standstill granted by Export Development Canada of enforcement steps or proceedings and a subordination granted by Export Development Canada of such Security Interests granted by Export Development Canada in favor of the Security Interests granted to the Agent, the Lenders, the Hedging Affiliates and the Bank Product Affiliates in connection with the Obligations, the Lender Financial Instrument Obligations and the Bank Product Obligations pursuant to the Security;".

2.13 ***Revision to Mandatory Repayment re: Capital Facility Installments.*** Section 2.15 of the Credit Agreement is hereby amended to delete subparagraph (2) thereof in its entirety and to substitute the following therefor:

"(2) In addition to and without limiting the provisions of Section 2.15(1), the Canadian Borrower and the U.S. Borrower shall repay to the Agent, on behalf of the Capital Facility Lenders (in each case, together with the payment of all accrued and unpaid interest on the amount of such repayment) (and the Capital Facility Commitments shall be permanently

reduced and cancelled by the amount of such repayment to the Capital Facility):

(a) on or before January 15, 2026, an amount of Outstanding Principal of not less than Cdn.$[redacted] (or the Equivalent Amount thereof) from the proceeds of the Disposed Montana Lands;

(b) on or before January 15, 2026, an additional amount of Outstanding Principal of not less than Cdn.$[redacted] (or the Equivalent Amount thereof);

(c) on or before February 15, 2026, an additional amount of Outstanding Principal of not less than Cdn.$[redacted] (or the Equivalent Amount thereof);

(d) on or before March 15, 2026 (i) to the extent the "BC Ranches/lands" have sold for an amount not less than the gross amount set out in the Subsequent Plan on or before by February 2, 2026, an additional amount of Outstanding Principal of not less than Cdn.$[redacted] (or the Equivalent Amount thereof) or (ii) otherwise, an additional amount of Outstanding Principal of not less than Cdn.$[redacted] (or the Equivalent Amount thereof); and

(e) the balance of the Outstanding Principal under the Capital Facility on the Capital Facility Maturity Date.".

2.14 ***Removal of Cash Sweep and Addition of Operating Facility Mandatory Repayments.*** Section 2.15 of the Credit Agreement is hereby amended to delete subparagraph (3) thereof in its entirety and to substitute the following therefor:

"(3) In addition to and without limiting the provisions of Section 2.15(1), the Canadian Borrower and the U.S. Borrower shall repay to the Agent, on behalf of the Operating Facility Lenders (in each case, together with the payment of all accrued and unpaid interest on the amount of such repayment):

(a) to the extent the Outstanding Principal under the Operating Facility is greater than Cdn. $[redacted] on November 10, 2025, an amount necessary to reduce the Outstanding Principal under the Operating Facility to Cdn.$[redacted] on or before November 13, 2025; and

(b) to the extent the Outstanding Principal under the Operating Facility is greater than Cdn. $[redacted] on January 1, 2026, an amount necessary to reduce the Outstanding Principal under the Operating Facility to Cdn.$[redacted] on or before January 6, 2026; and

(c) without duplication of (d) below, to the extent the Outstanding Principal under the Operating Facility is greater than Cdn.$[redacted] on March 1, 2026, an amount necessary to reduce the Outstanding Principal under the Operating Facility to Cdn.$[redacted] on or before March 4, 2026; and/or

(d) without duplication of (c) above, on February 28, 2026, to the extent the 13-week consolidated cash flow forecast and projections for the Loan Parties delivered on the third Friday in January 2026 (the "**January Cash Flow Forecast**") demonstrates that the Outstanding Principal of all Loans (including, for certainty, Letters of Credit and Swingline Loans) under the Operating Facility will exceed Cdn.$[redacted] at any time from March 1, 2026 to the end of the period covered by the January Cash Flow Forecast (the highest amount over Cdn.$[redacted] being, the "**Excess Amount**"), an amount not less than the Excess Amount provided that a maximum aggregate amount of Cdn.$[redacted] of such repayment may be made with the net proceeds of the sale of additional assets not included for sale in the Subsequent Plan (the "**Additional Sale Assets**").".

2.15 ***Revision to Mandatory Repayment re: Asset Dispositions.*** Section 2.15(4) of the Credit Agreement is hereby amended to delete subparagraph (a) thereof in its entirety and to substitute the following therefor:

"(a) concurrently with the receipt by the Canadian Borrower, the U.S. Borrower or any other Loan Party thereof, the net proceeds (net of reasonable fees and costs) from the disposition of any assets or property sold, leased, transferred or otherwise disposed of by any such Borrower or other Loan Party (excluding proceeds from the sale of Inventory in the ordinary course of business);".

2.16 ***Revision to Mandatory Repayment re: Insurance Proceeds.*** Section 2.15(4) of the Credit Agreement is hereby amended to delete subparagraph (b) thereof in its entirety and to substitute the following therefor:

"(b) as soon as practicable (and in any event within 3 Banking Days) after the receipt by the Canadian Borrower, the U.S. Borrower or any other Loan Party thereof, any insurance payment or proceeds received in respect of any property or business interruption insurance if such proceeds were not immediately re-invested in the business and operations of the Canadian Borrower, the U.S. Borrower or the other Loan Parties or used in the repair or replacement of the lost or damaged property in respect of which such insurance proceeds were paid (except in the case of the net proceeds of crop, revenue and gross margin insurance which shall, in all cases, be used for the repayment of Outstanding Principal under the Operating Facility promptly after receipt thereof); and".

2.17 ***Amendment to Application of Repayments.*** Section 2.15 of the Credit Agreement is hereby amended to delete subparagraph (5) thereof in its entirety and to substitute the following therefor:

> "(5) Any optional repayment pursuant to Section 2.14 or mandatory repayment pursuant to 2.15(4) shall be applied, firstly, *pro rata* to the Outstanding Principal owing under the Capital Facility and outstanding principal under the Individual Borrower Bilateral Facility (and the Capital Facility Commitments shall be permanently reduced and cancelled by the amount of such repayment to the Capital Facility) and, thereafter, to the Outstanding Principal owing under the Operating Facility (for certainty, without a corresponding reduction in the Commitments under Operating Facility).".

2.18 ***Removal of Accordion.*** Section 2.22 of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

> "2.22 *intentionally deleted"*.

The parties hereto confirm, agree and acknowledge that the Borrowers shall not be permitted to increase the maximum amount of the Operating Facility and/or the Capital Facility pursuant to Section 2.22 of the Credit Agreement.

2.19 ***Clarification re: Application of Payments.*** Section 8.4 of the Credit Agreement is hereby amended to delete the first paragraph thereof in its entirety and to substitute the following therefor:

> "Except as otherwise agreed in writing by the Lenders, if any Event of Default shall occur and be continuing (including, for certainty, prior to the Adjustment Time), all payments made by the Borrowers to the Agent and the Lenders (for certainty, after any distribution in accordance with Section 12.7, if applicable) shall be applied in the following order:".

2.20 ***Amendment to Covenant re: Reporting:*** Section 10.1(e) of the Credit Agreement is hereby amended to (a) delete the "and" at the end of subparagraph (x) and (b) delete subparagraph (xi) in its entirety and substitute the following subparagraphs therefor:

> "(xi) 13-week cash flow forecasts - on or prior to each of the first and third Friday of each calendar month, the rolling 13-week consolidated cash flow forecast and projections for the Loan Parties together with a (1) summary of actual to budget variance report, (2) on or prior to the third Friday in each calendar month only, a schedule detailing the information required pursuant to subparagraphs (a), (b), (c) and (f) of the definition of "Borrowing Base Certificate" as of the last day of the preceding month end in form and substance satisfactory to the Agent and the Lenders' Financial Advisor, acting reasonably, and (3) for the January Cash Flow Forecast, to the extent January Cash Flow Forecast demonstrates that the Outstanding Principal of all Loans (including, for

certainty, Letters of Credit and Swingline Loans) under the Operating Facility will exceed Cdn.$150,000,000 at any time from March 1, 2026 to the end of the period covered by the January Cash Flow Forecast, an identification of additional assets to be sold in connection with funding the repayment of the Excess Amount, in form and substance satisfactory to the Agent, acting reasonably;

(xii) Financial Plan - on or before March 1, 2026, a combined and consolidated business plan and financial strategy, on a "fully funded basis", including a fully integrated financial model for the periods ending October 31, 2026 and October 31, 2027 (the "**Financial Plan**"), prepared on a monthly basis including, without limitation, a combined and consolidated balance sheet, income statement and statement of cash flows for the Canadian Borrower prepared with assistance of the Borrower's Financial Advisor and which plan shall be in form and substance satisfactory to the Agent and the Lenders' Financial Advisor and shall include, without limitation, the following:

(1) working capital optimization and forecasted cash requirements through each period;

(2) identification of operational management strategies for each business line;

(3) details of any deviation from the 2026 Initial Business Plan and the Subsequent Plan, as applicable;

(4) *pro forma* calculation of the financial covenants contained in Section 10.3(a) and (b);

(5) baseline approach with sensitivity analysis, assumptions on deleveraging of the base line and identification of any equity recapitalization events; and

(6) details of remuneration and distributions to the Individual Borrower required to service Debt of the Individual Borrower;

(xiii) Management Discussion & Analysis - on or prior to each of the first and third Friday of each calendar month, a management discussion and analysis in form and substance satisfactory to the Agent and the Lenders' Financial Advisor, including, without limitation, updates for (1) crop production with highlights on the impact of weather conditions across all applicable farms and regions; (2) any material revisions to the 2026 Initial Business Plan and the Subsequent Plan, as applicable, and any and all supplements thereto and the most recently delivered rolling 13-week consolidated cash flow forecast; and (3) activities undertaken for (I) asset monetization (marketing strategies, listing details, engagement of 3rd party advisors, identification of potential lease back transactions, etc.), (II) raising capital (strategic process updates including indication of any expressions of interest or letters of intent from the Canadian Borrower' capital market advisor) and (III) any alternative refinancing proposals and marketing materials distributed

by the Canadian Borrower's capital market advisor with respect to the raising of capital to the Agent and the Lenders' Financial Advisor;

(xiv) Investment Information – within 1 Banking Day of receipt thereof, any written expression of interest or letter of intent received in respect of any debt, equity or other investment in the Loan Parties;

(xv) Asset Expression of Interest – and the Lenders' Financial Advisor, within 1 Banking Day of receipt thereof, any material and reasonable written or verbal expressions of interest with respect the sale and disposition of any asset (including, for certainty, any sale and lease back) (each, a "**Disposition Expression of Interest**") and agrees to not otherwise accept or decline any written or verbal expressions of interest without the prior written consent of the Agent; and

(xvi) Other - at the request of the Agent, such other information, reports, certificates, projections of income and cash flow or other matters affecting the business, affairs, financial condition, property or assets of the Borrowers, the other Loan Parties and the Family Trust as the Agent may reasonably request.".

2.21 ***Amendment to Covenant re: Rights of Inspection.*** Section 10.1 of the Credit Agreement is hereby amended to delete subparagraph (f) thereof in its entirety and to substitute therefor:

"(f) Rights of Inspection

At any reasonable time and from time to time upon reasonable prior notice, the Canadian Borrower and the U.S. Borrower shall permit, and shall cause each other Loan Party to permit, the Agent and any Lender or any representative thereof (at the expense of the Canadian Borrower) to (i) examine and make copies of and abstracts from the records and books of account of the Loan Parties, (ii) visit and inspect the premises and properties of the Loan Parties and (iii) discuss the affairs, operations, finances and accounts of the Loan Parties with any of the officers of the Loan Parties.".

2.22 ***Addition to Covenant re: Notice of Material Litigation.*** Section 10.1 of the Credit Agreement is hereby amended to delete subparagraph (g) thereof in its entirety and to substitute therefor:

"(g) Notice of Material Litigation

The Canadian Borrower shall promptly give written notice to the Agent of any litigation, proceeding or dispute affecting a Loan Party or the Individual Borrower in respect of a demand or claim in respect of which there is a reasonable likelihood of an adverse determination and which if adversely determined would reasonably be expected to result in a liability, obligation or judgment in excess of Cdn.$1,000,000 or to have a Material Adverse Effect, and shall from time to time furnish to the Agent all reasonable information

requested by the Agent concerning the status of any such litigation, proceeding or dispute and, for certainty and in addition thereto, the Canadian Borrower shall, promptly, and in any event within 1 Banking Day of the issuance thereof, deliver to the Agent the appeal decision in connection with the Judgement.".

2.23 ***Amendment to Covenant re: Interest Hedging Agreements.*** Section 10.1 of the Credit Agreement is hereby amended to delete subparagraph (u) thereof in its entirety and to substitute therefor:

"(u) Interest Hedging Agreements

(i) The Canadian Borrower and the U.S. Borrower shall, and shall ensure that each other Loan Party shall, upon the sale, transfer, lease or other disposition of any property or assets by the Canadian Borrower, the U.S. Borrower or any other Loan Party, immediately unwind a portion of the existing Interest Hedging Agreements of the Loan Parties with Lenders and Hedging Affiliates (the "**Existing Hedges**") so that the total notational amount of the Existing Hedges, after giving effect thereto, shall be less than 65% of the Outstanding Principal under the Capital Facility at such time and, in connection therewith:

(1) with respect to each Existing Hedge being unwound, payments shall be made to Lenders and Hedging Affiliates *pro rata* with respect to the participation of each such Lender and Hedging Affiliate in such Existing Hedge;

(2) upon each such disposition, Existing Hedges shall, firstly, be unwound in the same currency as the net proceeds received from such disposition and, thereafter, to the extent all Existing Hedges in such currency have been unwound, Existing Hedges in other currencies shall be unwound; and

(3) subject to (2) above, the Existing Hedges shall be unwound in the order from largest negative mark-to-market to smallest negative mark-to-market; and

(ii) If the Canadian Borrower, the U.S. Borrower or any other Loan Party unwinds an Existing Hedge and a positive mark-to-market is payable, the applicable Borrower or other Loan Party shall immediately use the proceeds received from the applicable Lenders or Hedging Affiliates to, firstly, affect a buy-down towards the remaining Existing Hedges provided by such Lenders and/or Hedging Affiliates (in as similar a *pro rata* share as was

applicable to the initial Existing Hedge unwound as is reasonably possible) and, thereafter, if any such Lender or Hedging Affiliate no longer holds any remaining Existing Hedges than such remaining proceeds shall be used to buy-down the remaining Existing Hedges with other Lenders and Hedging Affiliates (on a *pro rata* basis with respect to the participation of each such Lender and Hedging Affiliate in such Existing Hedge) in the order from largest negative mark-to-market to smallest negative mark-to-market.".

2.24 ***Consent to Retain Professionals.*** Subparagraph (x) of Section 10.1 of the Credit Agreement is hereby amended to add the following at the end of the existing provision:

"In addition, the Agent may, in its sole discretion, upon providing notice to the Borrower, retain any such outside counsel and/or other consultants and professionals as it considers necessary or desirable in connection with all matters related to the Credit Agreement, the other Documents, the Security Interests granted pursuant to the Security, the potential enforcement and the actual enforcement of any rights and remedies in connection therewith and all ancillary matters related thereto.".

2.25 ***New Covenant re: Milestones.*** Section 10.1 of the Credit Agreement is hereby amended to add the following new subparagraph (y) immediately after the existing subparagraph (x):

"(y) Milestones

The Borrowers shall complete, or shall cause to be completed, to the satisfaction of the Agent, the Majority of the Lender and the Lenders' Financial Advisor, each of the following by the respective dates indicated for completion therein:

(i) delivery to the Agent and the Lenders' Financial Advisor of true and complete listing details and engagements of 3rd parties for the sale (or, if applicable, sale and lease-back) of each of the assets identified in the Subsequent Plan on or before 90 days prior to the final closing date for each such asset as provided for in the Subsequent Plan;

(ii) delivery to the Agent and the Lenders' Financial Advisor of a true and complete copy of a non-binding letter of intent (or similar type document acceptable to the Agent, in its sole discretion) for the sale (or, if applicable, sale and lease-back) of each of the assets identified in the Subsequent Plan on or before 30 days prior to the final closing date for each such asset as set out in the Subsequent Plan except for (1) a non-binding letter of intent for the sale (or sale and lease-back) of the Disposed Montana Lands

shall be provided on or before November 30, 2025 evidencing a closing date on or before January 15, 2026 and (2) a non-binding letter of intent for the sale (or sale and lease-back) of the "Swift Current" lands shall be provided on or before February 28, 2026 evidencing a closing date on or before March 15, 2026;

(iii) delivery to the Agent and the Lenders' Financial Advisor of (a) the binding agreement for sale (or sale and lease-back) of the **"**Ragland", "Fly Creek Camp 1" and "Camp 4" Montana lands on terms and conditions approved in writing by the Agent, on or before December 18, 2025 and (b) a binding agreement for sale of each other asset identified in the Subsequent plan that outlines the terms and conditions as approved in writing by the Agent on or before 15 days prior to the final closing date for each such asset as set out in the Subsequent Plan; and

(iv) the closing of each of the transactions referenced in (iii) above, and the distribution of the net proceeds as required pursuant to 2.15(4)(a) and Section 2.15(5), in each case, on or before the final closing date for each applicable asset as set out in the Subsequent Plan.".

2.26 ***New Covenant re: Loan Party Participation.*** Section 10.1 of the Credit Agreement is hereby amended to add the following new subparagraph (z) after the existing subparagraph (y) (added pursuant to Section 2.25 hereof):

"(z) Loan Party Participation

The Borrowers shall, and shall cause each of the other Loan Parties and their advisors, as the case may be, if requested by the Agent, to, participate on conference calls (or similar type meetings) with the Agent and the Lenders, the Lenders' Financial Advisor and/or any non-legal advisors as maybe determined by the Agent from time to time.".

2.27 ***Amendment to Negative Covenant re: Dispositions.*** Section 10.2 of the Credit Agreement is hereby amended to delete subparagraph (d) thereof in its entirety and to substitute the following therefor:

"(d) Limit on Sale of Assets

The Canadian Borrower and the U.S. Borrower shall not, and shall not permit any other Loan Party to, sell, transfer or otherwise dispose of any of their respective property or assets, whether in one or a series of transactions, except for Permitted Dispositions permitted pursuant to subparagraph (a) of the definition thereof (and, for certainty, excluding any other Permitted Dispositions without the prior consent of the Agent and the Lender) and, in addition, unless the net sale proceeds thereof are promptly or concurrently used to repay and pay, as applicable, Obligations outstanding under the Credit

Facilities and other obligations owing by the Borrowers in accordance with Section 2.15(4)(a) hereof.

Notwithstanding the foregoing, the Canadian Borrower and the U.S. Borrower shall not, and shall not permit any other Loan Party to sell, transfer or otherwise dispose of any of their respective property or assets during the continuance of a Default or Event of Default or if a Default or Event of Default except for inventory sales in the ordinary course of business for cash consideration of not less than the fair market value of the inventory being sold or disposed.".

2.28 ***Amendment to Negative Covenant re: Investments.*** Section 10.2 of the Credit Agreement is hereby amended to delete subparagraph (f) thereof in its entirety and to substitute the following therefor:

"(f) Limit on Investments

The Canadian Borrower and the U.S. Borrower shall not, nor shall they permit any other Loan Party to, make any additional Investments".

2.29 ***Amendment to Negative Covenant re: Financial Assistance.*** Section 10.2 of the Credit Agreement is hereby amended to delete subparagraph (g) thereof in its entirety and to substitute the following therefor:

"(g) Limit on Financial Assistance

The Canadian Borrower and the U.S. Borrower shall not, nor shall they permit any other Loan Party to, provide any Financial Assistance to any person other than (i) Financial Assistance in the form of the guarantees in connection with the Monette Note up to a maximum aggregate amount of Cdn.$5,000,000, (ii) Financial Assistance to or for the benefit of the Canadian Borrower, the U.S. Borrower or another Loan Party which has provided Security, (iii) guarantees in favor of Farm Credit Canada in connection with the Debt issued pursuant to subparagraph (l.1) of the definition of Permitted Debt provided, for certainty, such guarantees are unsecured and no Security Interests are granted by any Loan Party in connection with such guarantees and (iv) in connection with obligations of the Canadian Borrower and/or Monette Seeds Ltd., as applicable, under the Account Performance Security Guarantee (PGS-05-082492E-00) issued by Export Development Canda to The Bank of Nova Scotia for standby letters of credit issued to the Canadian Grain Commission up to the maximum amount of Cdn.$8,000,000 (the "**EDC Guarantee**").".

2.30 ***Amendment to Negative Covenant re: Distributions.*** Section 10.2(h) of the Credit Agreement is hereby amended to delete subparagraph (i) thereof in its entirety and to substitute the following therefor:

"(i) The Canadian Borrower and the U.S. Borrower shall not be permitted to, nor shall they permit any other Loan Party to, make any Distributions to

any person or pay any management or similar fees except for management fees and Distributions to the Individual Borrower in the aggregate maximum amount of Cdn.$50,000 (determined net of (1) scheduled interest payments and mandatory repayments of the Individual Borrower Bilateral Facility pursuant to section 2.15(5) and (2) any taxes payable by the Individual Borrower on such amount), during any calendar month commencing November 1, 2025 except for Distributions to the Canadian Borrower, the U.S. Borrower or another Loan Party which has provided Security.".

For certainty, the parties hereto confirm, acknowledge and agree that the provisions of Section 10.2(h)(ii) are hereby confirmed in force and effective.

2.31 ***New Covenant Restricting Subsidiaries.*** Section 10.2 of the Credit Agreement is hereby amended to add the following new subparagraph (u) immediately after the existing subparagraph (t):

"(u) No Additional Subsidiaries

The Borrowers shall not, nor shall they permit any of the other Loan Parties to, acquire, create, form or permit to exist any Subsidiaries other than those existing on the October 31, 2025.".

2.32 ***New Covenant re: Interest Hedging Agreements.*** Section 10.2 of the Credit Agreement is hereby amended to add the following new subparagraph (v) immediately after the existing subparagraph (u) (added pursuant to Section 2.31 hereof):

"(v) Interest Hedging Agreements

Neither the Canadian Borrower nor the U.S. Borrower shall, nor shall they permit any other Loan Party to, enter into any new Interest Hedging Agreements with any Lender or Hedging Affiliate without the prior written consent of the Agent, on behalf of the Majority of the Lenders, in their sole discretion.".

2.33 ***New Covenant re: Restriction on Debt Repayment.*** Section 10.2 of the Credit Agreement is hereby amended to add the following new subparagraph (w) immediately after the existing subparagraph (v) (added pursuant to Section 2.32 hereof):

"(w) Voluntary Debt Repayments

Notwithstanding any other provision hereof, the Borrowers shall not make, and shall not permit any other Loan Party to make, any voluntary prepayments of Permitted Debt prior to the scheduled or mandatory dates of repayment or maturity (other than in respect of the Permitted Debt pursuant to subparagraphs (a) to (c), inclusive, of the definition thereof);".

2.34 ***New Covenant re: Crops on Regina Farmland.*** Section 10.2 of the Credit

Agreement is hereby amended to add the following new subparagraph (x) immediately after the existing subparagraph (w) (added pursuant to Section 2.33 hereof):

"(x) Regina Farmland

Notwithstanding any other provision hereof, the Borrowers shall not, and shall not permit any other Loan Party to, store any harvested crops, machinery or equipment on the Regina Farmland.".

2.35 ***New Covenant re: Security Perfection Matters.*** Section 10.2 of the Credit Agreement is hereby amended to add the following new subparagraph (y) immediately after the existing subparagraph (x) (added pursuant to Section 2.34 hereof):

"(y) Corporate Changes

The Borrowers shall not, and shall not permit any other Loan Party to, change its name or the jurisdiction of its chief executive office or the location of the office where it keeps its records respecting its Accounts Receivable without giving 15 days' prior written notice thereof to the Agent.".

2.36 ***New Covenant re: Third Party Grain Marketing Agreements.*** Section 10.2 of the Credit Agreement is hereby amended to add the following new subparagraph (z) immediately after the existing subparagraph (y) (added pursuant to Section 2.35 hereof):

"(z) No Third Party Grain Marketing Agreements

The Canadian Borrower and the U.S. Borrower shall not, nor shall they permit any other Loan Party to, enter in to any additional third-party grain marketing agreements or any other similar instrument.".

2.37 ***Removal of Minimum Liquidity Covenant.*** Section 10.3 of the Credit Agreement is hereby amended to delete subparagraph (c) thereof in its entirety and to substitute the following therefor:

"(c) intentionally *deleted.*".

2.38 ***Amendment to Event of Default Cure Periods.***

(a) Each of subparagraphs (d) and (e) of section 12.1 of the Credit Agreement are hereby amended to delete the reference to "10 days" contained therein and, in each case, to substitute a reference to "3 days" therefor; and

(b) subparagraph (g) of Section 12.1 of the Credit Agreement is hereby amended to delete the reference to ", which is not stayed or dismissed within 15 days" contained therein in its entirety.

2.39 ***Amendments to Insolvency Events of Default.*** Each of Section 12.1(f) and

Section 12.1(h) of the Credit Agreement is hereby amended to add a reference to ", the *Canada Business Corporations Act* (Canada)" immediately after the existing reference to "*Winding-up and Restructuring Act* (Canada)" where it appear in each such subparagraph.

2.40 ***Addition of Event of Default re: Disposition Expressions of Interest.*** Section 12.1 of the Credit Agreement is hereby amended to add the following new subparagraph (s.1) immediately after the existing subparagraph (s):

> "(s.1) if any Borrower or any other Loan Party accepts or declines any Disposition Expression of Interest without the prior written consent of the Agent;".

2.41 ***Automatic Acceleration on Insolvency Event.*** Section 12.2 of the Credit Agreement is hereby amended to delete the first sentence of the last paragraph thereof in its entirety and to substitute the following therefor:

> "shall, at the option of the Agent in accordance with Section 15.11 or upon the request of a Majority of the Lenders, become immediately due and payable upon written notice to that effect from the Agent to the Canadian Borrower, all without any other notice and without presentment, protest, demand, notice of dishonour or any other demand whatsoever (all of which are hereby expressly waived by the Borrowers); provided, however, that if any Event of Default shall occur and be continuing pursuant to Section 12.1(f), Section 12.1(g) or Section 12.1(h) (each, an "**Insolvency Event**"), the foregoing shall automatically become due and payable, in each case without any other notice and without presentment, protest, demand, notice of dishonour or any other demand whatsoever (all of which are hereby expressly waived by each of the Borrowers).".

2.42 ***Addition of True-Up.*** Article 12 of the Credit Agreement is hereby amended to add the following new Section 12.10 immediately following the existing Section 12.9:

> "**12.10 <u>Adjustments Among Lenders</u>**
>
> (1) Notwithstanding anything herein or in any other Document to the contrary, if all Obligations become due and payable pursuant to Section 12.2 (an "**Acceleration**") or if an Insolvency Event shall occur and be continuing:
>
> (a) each Lender agrees that it shall, at any time or from time to time thereafter at the request of the Agent as required by any Lender, (i) purchase at par on a non-recourse basis a participation in the Loans (including Letters of Credit) owing to each other Lender under the Credit Facilities and (ii) effect such other transactions and make such other adjustments as are necessary or appropriate, in order that the aggregate Outstanding Principal owing to each of the Lenders under the Credit Facilities, as adjusted pursuant to this Section 12.10, shall

be in the same proportion as each Lender's aggregate individual Commitments under the Credit Facilities was to the aggregate Commitment of all Lenders under the Credit Facilities immediately prior to the Acceleration or Insolvency Event, as the case may be; and

(b) any payment made by or on behalf of the Loan Parties under or pursuant to the Documents, any proceeds from the exercise of any rights and remedies of the Agent and the Lenders under the Documents and any distribution or payment received by the Agent or the Lenders with respect to the Loan Parties in the event of any bankruptcy, insolvency, winding-up, liquidation, arrangement, compromise or composition, shall be applied against the Outstanding Principal in a manner so that, to the extent possible, the Outstanding Principal owing to each of the Lenders under the Credit Facilities will be in the same proportion as each Lender's aggregate individual Commitments under the Credit Facilities was to the aggregate Commitments of all Lenders under the Credit Facilities immediately prior to the Acceleration or Insolvency Event, as the case may be.

(2) Each Lender shall, at any time and from time to time at the request of the Agent as required by any Lender, execute and deliver such agreements, instruments and other documents and take such other steps and actions as may be required to confirm, evidence or give effect to the foregoing.

(3) For certainty, (a) the Lenders shall be obligated to purchase participations and to effect the transactions and adjustments contemplated by this Section 12.10 and (b) the other provisions hereof shall operate and apply, in each case, irrespective of whether any condition in Article 3 is met.".

2.43 ***Payment of Professional Costs.*** Section 14.1 of the Credit Agreement is hereby amended to add the following paragraph at the end of such existing provision:

"The Canadian Borrower and the U.S. Borrower hereby authorize and direct the Agent to debit its Canadian Dollar and U.S. Dollar operating accounts with the Swingline Lender in connection with the payment of all fees and expenses payable pursuant to the Agreement and the other Documents including, without limitation, documented fees of Lenders' Counsel (including counsel to the Lenders in each applicable jurisdiction), Lenders' Financial Advisor and all other documented professional fees incurred in connection with this Agreement and the other Documents including, for certainty, after an Event of Default and in connection with any acceleration or enforcement or rights and remedies by the Agent and the Lenders.".

2.44 ***Amendment re: Information Disclosure.*** Section 16.1(2) of the Credit Agreement is hereby amended to add the following new subparagraph (a.1) immediately after the existing subparagraph (a):

> "(a.1) the Agent and the Lenders may disclose all or any part of the Information if, in their reasonable opinion, such disclosure is required in connection with the exercise of any remedies hereunder or under any other Document or any action or proceeding relating to this Agreement or any other Document or the enforcement of rights hereunder or thereunder but solely to the extent reasonably required for the prosecution of such remedies.

2.45 ***Deletion of Prior Dispositions Consents.*** Section 5.1 of the Fifth Amending Agreement, as previously amended by Section 2.4 of the Sixth Amending Agreement and Section 2.7 of the Seventh Amending Agreement, is hereby deleted in its entirety.

3. Forbearance

3.1 ***Forbearance.*** The Agent and the Lenders hereby agree to forbear from exercising any rights and remedies under the Credit Agreement and other Documents against the Borrowers and any other Loan Parties until the earlier of: (a) any failure by a Borrower to observe or perform any of its covenants and other obligations under this Agreement when required to be observed or performed and/or (b) the occurrence of any Forbearance Terminating Event (the period from and including the Amendment Date to the earliest of the foregoing, the "**Forbearance Period**") in respect of, but only in respect of, the Specified Events of Default.

3.2 ***Non-Waivers.*** For greater certainty, neither the Agent nor the Lenders have waived any Specified Event of Default or any other existing or future Default or Event of Default, and nothing in this Agreement, and no delay on the part of the Agent or the Lenders in exercising or enforcing any of their respective rights or remedies under the Credit Agreement, this Agreement, any other Document or otherwise, shall constitute or be deemed to constitute a waiver of any of the Specified Events of Default, or any other existing or future Default or Event of Default.

3.3 ***Waiver Effectiveness.*** For certainty, any waiver by the Agent and the Lenders of any default, breach or non-compliance under the Credit Agreement, this Agreement or the other Documents, in each case, is not effective unless in writing and signed by the Agent. No waiver will be inferred from or implied by any failure to act or delay in acting by the Agent and the Lenders in respect of any default, breach or non-observance, or by anything done or omitted to be done by a Borrower, any Loan Party or any other Subsidiary. Any waiver by the Agent of any default, breach or non-compliance under the Credit Agreement, this Agreement or any other Document, as the case may be, will not operate as a waiver of the Agent's or the Lenders' rights under the Credit Agreement, this Agreement or such other Document, as the case may be, in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

4. Confirmations

4.1 ***Confirmations of Event of Default.*** Each of the parties hereto including, for certainty, the Borrowers, hereby expressly agrees, acknowledges, confirms and accepts that, if any Borrower or any other Loan Party (i) agrees to accept or decline any written or verbal expressions of interest with respect the sale and disposition of any asset (for certainty including any sale and lease back) without the prior written consent of the Agent or (b) if any asset sale identified in the Subsequent Plan does not close on or before the final closing date as set out in the Subsequent Plan for such asset including, without limitation, due to termination of the purchase agreement by the purchaser for any reason, an immediate Event of Default shall result and, in such circumstance, the Agent and the Lenders shall retain all rights and remedies provided for in the Credit Agreement and each of the other Documents in connection with an Event of Default.

4.2 ***Confirmation of Suspension of Capital Facility.*** Each of the parties hereto expressly agrees, acknowledges, confirms and accepts that, as provided for in the Fourth Amending Agreement, notwithstanding any provision of the Credit Agreement, no further Drawdowns under the Capital Facility shall be permitted without the express prior consent of the Agent and the Capital Facility Lenders.

5. Dispositions

5.1 ***Updated General Consents to Disposition.*** The Agent and the Lenders hereby consent to the dispositions by Loan Parties of the assets as provided for in the Subsequent Plan provided that the net proceeds received in respect of each individual disposition (net of all reasonable adjustments, including commissions, and legal fees) shall be not less than the amount provided for in the Subsequent Plan (the "**Subject Dispositions**") and further provided that (a) each disposition is made on arm's length terms, (b) each disposition is settled and paid in cash, (c) for certainty, the net proceeds (net of all reasonable adjustments, including commissions, and legal fees) of each disposition is not less than the amounts provided for in the Subsequent Plan and (d) promptly upon receipt thereof, the net proceeds (net of reasonable adjustments for commissions and legal fees) shall be distributed to the Agent to be applied in accordance with Section 2.15(4)(a) and Section 2.15 and, in each case, the Borrowers and the Lenders each hereby authorize and direct the Agent (i) to distribute the proceeds as provided for in Section 2.15(4)(a) and Section 2.15 promptly upon receipt thereof and (ii) to release the Security in assets disposed of pursuant to the Subject Dispositions and hereby expressly authorize the Agent to execute and deliver any no interest letters, other instruments and discharges required in connection therewith.

5.2 To the extent required pursuant to Section 2.15(3)(d) of the Credit Agreement, the Agent and the Lenders hereby consent to the dispositions by Loan Parties of the Additional Sale Assets provided that (a) each disposition is made on arm's length terms, (b) each disposition is settled and paid in cash, (c) the assets sold, and the terms and conditions of such sale, have been consented to by the Agent and (d) promptly upon receipt thereof, the net proceeds (net of reasonable adjustments for commissions and legal fees) shall be distributed to the Agent to be applied in accordance with Section 2.15(3)(d) and, in each case, the Borrowers and the Lenders each hereby authorize and direct the Agent (i) to

distribute the proceeds as provided for in Section 2.15(3)(d) promptly upon receipt thereof and (ii) to release the Security in the applicable Additional Sale Assets and hereby expressly authorize the Agent to execute and deliver any no interest letters, other instruments and discharges required in connection therewith.

6. Condition Subsequent

6.1 ***Security Remediation Matters.*** The Canadian Borrower hereby covenants and agrees that it shall, and it shall cause each other Loan Party and any other Subsidiary to, execute and deliver all such additional Security including, without limitation, amendments or supplements to existing Security and deliver all other related instruments and documents, and attend to and assist with all related registration matters, in each case, requested by the Agent or Lenders' Counsel (along with, if requested, legal opinions and related corporate documentation) as soon as reasonably requested by the Agent, or Lenders' Counsel and, in any event, not later than 30 days after each such request (or such later date as is agreed to by the Agent).

7. Fees

7.1 ***Amendment Fees.*** The Canadian Borrower agrees to pay to the Agent, for each Lender, a forbearance and amendment fee of Cdn.$[redacted].

8. Representations and Warranties

The Canadian Borrower and the U.S. Borrower each hereby represents and warrants to the Agent and to each Lender, and each such Borrower acknowledges and confirms that the Agent and each Lender are relying upon such representations and warranties, as follows:

(a) Capacity, Power and Authority

(i) It is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all the requisite corporate capacity, power and authority to carry on its business as presently conducted and to own its property; and

(ii) It has the requisite corporate capacity, power and authority to execute and deliver this Agreement.

(b) Authorization; Enforceability

It has taken or caused to be taken all necessary action to authorize, and has duly executed and delivered, this Agreement, and this Agreement is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, winding up, insolvency, moratorium or other laws of general application affecting the enforcement of creditors' rights generally and to the equitable and statutory powers of the courts having jurisdiction with respect thereto.

(c) Compliance With Other Instruments

The execution, delivery and performance by each such Borrower of this Agreement and the consummation of the transactions contemplated herein do not conflict with, result in any breach or violation of, or constitute a default under the terms, conditions or provisions of the charter or constating documents or by-laws of, or any unanimous shareholder agreement relating to, each such Borrower or of any law, regulation, judgment, decree or order binding on or applicable to each such Borrower or to which its property is subject or of any material agreement, lease, licence, permit or other instrument to which each such Borrower is a party or is otherwise bound or by which each such Borrower benefits or to which its property, assets and undertaking is subject and do not require the consent or approval of any Governmental Authority or any other party of which the failure to have received or obtained would have or would reasonably be expected to have a Material Adverse Effect.

(d) No Default

Other than the Specified Events of Default, No Default or Event of Default has occurred or is continuing.

(e) Credit Agreement Representations and Warranties

Each of the representations and warranties of the Canadian Borrower and the U.S. Borrower set forth in Article 9 of the Credit Agreement (except in respect of Section 9.1(j), solely as it relates to the Specified Events of Default) is true and accurate in all respects as of the date hereof.

The representations and warranties set out herein shall survive the execution and delivery of this Agreement and the making of each Drawdown under the Credit Agreement, notwithstanding any investigations or examinations which may be made by or on behalf of the Agent, the Lenders or Lenders' Counsel. Such representations and warranties shall survive until the Credit Agreement has been terminated.

9. Conditions Precedent

The amendments and supplements to the Credit Agreement contained in Section 2, and the other provisions hereof, shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

(a) the Borrowers shall have paid to the Agent, for the benefit of the Lenders, the fees required to be paid pursuant to Section 6 hereof and any other fees agreed to by any Borrower and any of the Lenders, the Agent or the Lead Arranger in connection herewith;

(b) (i) no Default or Event of Default shall have occurred and be continuing or would occur immediately after giving effect hereto, (ii) the representations and warranties set forth in Section 9.1 of the Credit Agreement shall be true and

accurate in all respects other than any such representation and warranty which expressly speaks as of an earlier date, (iii) no consents, approvals or authorizations are required in connection with the amendments effected pursuant hereto (except as have been unconditionally obtained and are in full force and effect, unamended) and (iv) no event shall have occurred since October 31, 2024 that would reasonably be expected to have a Material Adverse Effect and, in each case, the Canadian Borrower shall have delivered to the Agent an Officer's Certificate certifying the same to the Agent;

(c) each Loan Party that has provided a guarantee and/or Security (other than the Borrowers) shall have executed and delivered the Acknowledgment attached hereto;

(d) 1012595 DE Inc. shall have fully executed and delivered the Security and the other Documents required pursuant to the Credit Agreement each in form and substance satisfactory to the Lenders (acting reasonably) and all registrations, filings and recordings necessary or desirable (as determined by Lenders' Counsel, acting reasonably, in connection with the Security shall have been made and completed;

(e) 1012595 DE Inc. shall have delivered to the Agent a current certificate of status or good standing (or equivalent) in respect of its jurisdiction of incorporation, certified copies of its constating documents, by-laws, shareholder agreements/unanimous shareholder agreements and other organizational documents and the resolutions authorizing the Documents to which it is a party and the transactions thereunder and an Officer's Certificate as to the incumbency of the officers thereof signing the Documents to which it is a party;

(f) the Agent and the Lenders shall have received legal opinions from legal counsel to 1012595 DE Inc. in form and substance as may be required by the Agent and Lenders' Counsel, in their sole discretion, which shall include, without limitation, enforceability on this Security to which it is a party; and

(g) all fees and out-of-pocket costs and expenses of Dentons Canada LLP (on a solicitor-client full indemnity basis) and the Lenders' Financial Advisor and all other invoiced fees and out-of-pocket costs and expenses of all other legal counsel to the Agent in each applicable jurisdiction including, shall have been paid, or arrangements acceptable to such legal counsel have been made with respect thereto.

The foregoing conditions precedent are inserted for the sole benefit of the Lenders and the Agent and may be waived in writing by the Lenders, in whole or in part (with or without terms and conditions).

10. Confirmation of Credit Agreement and other Documents

The Credit Agreement and the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) and all covenants,

terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and the Credit Agreement, as amended and supplemented by this Agreement, and each of the other Documents to which each Borrower is a party (including, for certainty, each such Borrower's guarantee and related Security) is hereby ratified and confirmed and shall, from and after the date hereof, continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the satisfaction of the conditions precedent set forth in Section 9 hereof).

11. Release

In consideration of the agreement of the Agent and the Lenders to forbear and the other provisions under this Agreement and for other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), each of the Borrowers, on behalf of itself, its Subsidiaries and Affiliates and all of their respective officers, directors, employees, agents, successors and assigns and anyone claiming through or under them (collectively, the "**Releasors**"), do hereby release, remise and forever discharge the Agent and the Lenders (including their respective Affiliates, associates, holding bodies corporate and subsidiaries and all officers, directors, employees, agents, successors and assigns and anyone claiming through or under it) of and from any and all claims and demands of every nature and kind at law or in equity or under any statute, actions, causes of action, suits, debts, dues, sums of money, damages, losses, indemnities and costs, which the Releasors or any one or more of them now have or ever had, can, shall or may have in respect of or in any way arising out of or related to the dealings or transactions in respect of the Credit Agreement, the Security, any other Document, this Agreement and any dealings with any of the Releasors relating to the Obligations, Bank Product Obligations, Lender Financial Instrument Obligations and the Security, prior to the date hereof except for any obligations arising out of or related to this Agreement (collectively, the "**Released Claims**"), provided that such Released Claims shall not include any claims and demands to the extent they are determined by a court of competent jurisdiction by final and non-appealable judgement to have resulted from the gross negligence or wilful misconduct of the Agent or the Lenders. The releases granted under this Section shall survive the termination of this Agreement.

12. Further Assurances

The Borrowers, the Lenders and the Agent shall promptly cure any default by them in the execution and delivery of this Agreement, the other Documents or any of the agreements provided for hereunder to which it is a party. The Borrowers, at their own expense, shall promptly execute and deliver to the Agent, upon request by the Agent, all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for the Borrowers' compliance with, or accomplishment of the covenants and agreements of the Borrowers hereunder or more fully to state the obligations of the Borrowers as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith. The Agent and the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent and the Lenders to give effect to the foregoing.

13. Enurement

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns in accordance with the Credit Agreement.

14. Counterparts; Electronic Execution

This Agreement and the other Documents may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or any other Document to produce or account for more than one such counterpart. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Document. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Agreement or any other Document shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), *the Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

MONETTE FARMS LTD.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)

Name: Darrel Monette
Title: President

MONETTE FARMS USA, INC.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)

Name: Darrel Monette
Title: President

Witness:

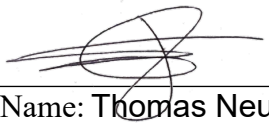
By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)

DARREL NOEL MONETTE

Document Name: Signing Package for Monette - Forbearance Agreement.pdf Transaction ID: CBJCHBCAABAA44cNP6s-jZLM2cw6J67k0kf_sbXFOlvG

LENDERS:

THE BANK OF NOVA SCOTIA

By: 

Name: Thomas Neufeld
Title: Director

By: 

Name: Jason Coulter
Title: Director

FARM CREDIT CANADA

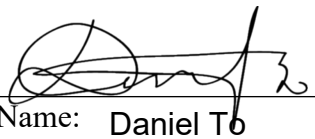
By: 

Name: Dale Snider, Senior Corporate & Commerical
Title: Account Manager, Speical Credit

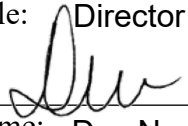
By: Olivia Chmelowski

Name: Olivia Chmelowski
Title: Corporate Finance Associate

BANK OF MONTREAL

By: 

Name: Daniel To
Title: Director

By: 

Name: Duc Nguyen
Title: Director

EXPORT DEVELOPMENT CANADA

By: _____

Name: Mohammad Khan
Title: Financing Manager

By: _____

Name: Miranda Friesen
Title: Sr. Associate

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: Supriya Sarin
Title: Authorized Signatory

By: _____

Name: Devang Shah
Title: Authorized Signatory

ROYAL BANK OF CANADA

By: 

Name: Cameron Bailey
Title: Senior Director - SLAS

By: _____

Name:
Title:

THE TORONTO-DOMINION BANK

By: _____
Name: Andrea Jamnisek
Title: Director, Financial Restructuring Group

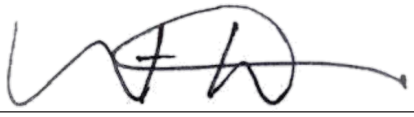
By: _____
Name: Xiaoyu Jia
Title: Associate Director, Financial Restructuring Group

NATIONAL BANK OF CANADA

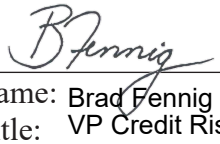
By: Dean Chan
Name:
Title:

By:
Name:
Title:

CONEXUS CREDIT UNION

By: 

Name: Robert Davis
Title: VP, Treasury

By: 

Name: Brad Fennig
Title: VP Credit Risk

SWINGLINE LENDER:

THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter
Title: Director

FRONTING LENDER:

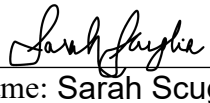
THE BANK OF NOVA SCOTIA

By: _____
Name: Thomas Neufeld
Title: Director

By: _____
Name: Jason Coulter
Title: Director

AGENT:

THE BANK OF NOVA SCOTIA,
in its capacity as the Agent

By: 
Name: Sarah Scuglia
Title: Director

By: 
Name: Venita Ramjattan
Title: Associate

ACKNOWLEDGMENT

For valuable consideration, the receipt of which is hereby acknowledged, each of:

1. DMO Holdings Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by DMO Holdings Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

2. Monette Farm Family Trust, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the limited recourse guarantee hereinafter referred to) to the Beneficiaries (as defined in the limited recourse guarantee hereinafter referred to), pursuant to a limited recourse guarantee made as of December 5, 2018 by Monette Farm Family Trust in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

3. Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of December 5, 2018 by Goat's Peak Winery Ltd. (formerly 1171993 B.C. Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

4. NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of February 1, 2019 by NexGen Seeds Ltd. (formerly 102064841 Saskatchewan Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

5. Monette Farms Ontario Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 16, 2020 by Monette Farms Ontario Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

6. Monette Seeds Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of October 27, 2022 by Monette Seeds Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

7. Monette Land Corp., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Land Corp. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

8. Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 31, 2023 by Monette Farms BC Ltd. (formerly The Blue Goose Cattle Company Ltd.) in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

9. Monette Produce Ltd., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce Ltd. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

10. Monette Farms BC Limited Partnership ("**MFBC LP**"), by its general partner, Monette Farms BC GP Ltd. ("**MFBC GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC LP, by its general partner, MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

11. MFBC GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFBC GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

12. Monette Farms Land Limited Partnership ("**MFL LP**"), by its general partner, Monette Farms Land GP Ltd. ("**MFL GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL LP, by its general partner, MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

13. MFL GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the

guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

14. Monette Farms Land II Limited Partnership ("**MFL II LP**"), by its general partner, Monette Farms Land II GP Ltd. ("**MFL II GP**"), as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II LP, by its general partner, MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

15. MFL II GP, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of June 21, 2024 by MFL II GP in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

16. DMO Holdings USA, Inc., as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by DMO Holdings USA, Inc. in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

17. Monette Farms Arizona, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Farms Arizona, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof);

18. Monette Seeds USA, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of March 25, 2020 by Monette Seeds USA, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof); and

19. Monette Produce, LLC, as guarantor of the obligations of the Borrowers and the other Loan Parties (as defined in the guarantee hereinafter referred to) to the Beneficiaries (as defined in the guarantee hereinafter referred to), pursuant to a guarantee made as of April 15, 2024 by Monette Produce, LLC in favour of The Bank of Nova Scotia, as agent of the Beneficiaries (as amended, supplemented, restated or otherwise modified prior to the date hereof),

hereby acknowledge the amendments and supplements to the Credit Agreement contained in the Forbearance Agreement to which this Acknowledgement is attached and forms a part and confirms that its guarantee described above and the other Security to which it is a party is and shall remain in full force and effect in all respects notwithstanding the Forbearance Agreement and the amendments and supplements to the Credit Agreement contained therein and shall continue to exist and apply to all of the Obligations (as defined in such guarantee and other Security), including, without limitation, the obligations, indebtedness and liabilities (present and future, absolute or contingent, matured or not) of the Borrowers and the other Loan Parties to the Beneficiaries under, pursuant or relating to the Credit Agreement, as amended and supplemented by the Forbearance Agreement. This Acknowledgement is in addition to and shall not limit, derogate from or otherwise affect the provisions of such guarantee and other Security.

Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF each of the undersigned have executed this Acknowledgment as of the date of the Forbearance Agreement.

[The remainder of this page has been intentionally left blank]

DMO HOLDINGS LTD.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

NEXGEN SEEDS LTD.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE FARM FAMILY TRUST

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

GOAT'S PEAK WINERY LTD.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE FARMS ONTARIO CORP.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE SEEDS LTD.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE LAND CORP.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LTD.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE PRODUCE LTD.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE FARMS BC LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS BC GP LTD.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE FARMS BC GP LTD.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND GP LTD.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND GP LTD.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II LIMITED PARTNERSHIP, by its general partner, MONETTE FARMS LAND II GP LTD.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE FARMS LAND II GP LTD.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

DMO HOLDINGS USA, INC.

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE FARMS ARIZONA, LLC

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE SEEDS USA, LLC

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

MONETTE PRODUCE, LLC

By: Darrel Monette (Nov 7, 2025 10:59:26 GMT+1)
Name: Darrel Monette
Title: President

SCHEDULE A

SCHEDULE A

LENDERS AND COMMITMENTS

Lender	Operating Facility (Cdn.$)	Capital Facility (Cdn.$)
The Bank of Nova Scotia	**39,838,711.00**	**142,159,273**
Farm Credit Canada	**37,903,226.00**	**134,524,512**
Royal Bank of Canada	**31,935,484.00**	**125,973,578**
Export Development Canada	**23,225,806.00**	**91,617,148**
Canadian Imperial Bank of Commerce	**13,548,387.00**	**53,443,336**
Bank of Montreal	**11,612,903.00**	**48,808,574**
The Toronto-Dominion Bank	**11,612,903.00**	**48,808,574**
Conexus Credit Union	**11,612,903.00**	**48,808,574**
National Bank of Canada	**8,709,677.00**	**34,356,430**
Total	190,000,000	719,500,000

SCHEDULE B

SUBSEQUENT PLAN

Please note the entirety of this Schedule B has been removed.

This is **Exhibit "W"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

		Clerk's Stamp
COURT FILE NUMBER		
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.	
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	**CONSENT TO ACT AS MONITOR**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Suite 3810, 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 Marechal / Matteo Clarkson-Maciel	

FTI Consulting Canada Inc. ("**FTI**") hereby consents to act as Court-appointed monitor of Monette Farms Ltd., Monette Farms Ontario Corp., Nextgen 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., Monette Produce, LLC, Goat's Peak Winery Ltd.,

1012595 DE Inc., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the "**Applicants**") in respect of the within proceedings, subject to the granting of an initial order pursuant to the *Companies' Creditors Arrangement Act,* RSC 1985, c C-36 substantially in the form affixed to the Applicants' Originating Application, subject to such changes as are acceptable to FTI.

DATED at Calgary, Alberta this 14th day of April, 2026.

FTI CONSULTING CANADA INC.



Name: Dustin Olver
Title: Senior Managing Director

This is **Exhibit "X"** to the Affidavit of **Darrel Noel Monette**, sworn this 17th day of **April, 2026**

A Commissioner for Oaths In And For Alberta

KAMRYN WIEST
Barrister and Solicitor

LEGAL*61884073.1

*This draft Senior Secured Debtor-In-Possession Interim Financing Term Sheet Agreement (this "**DIP Term Sheet**") is for discussion purposes only and does not represent a commitment by The Bank of Nova Scotia to arrange for the extension of credit to any person. This is not a committed offer to lend and no credit review has been performed by The Bank of Nova Scotia or any proposed lender. Furthermore, this DIP Term Sheet is not exhaustive as to the terms and conditions that would be included in a committed offer to lend or the definitive credit documentation that would ultimately be required to consummate the transaction contemplated hereby. This DIP Term Sheet is delivered to you on the basis that you retain as confidential the matters outlined herein and that none of the information be used in a manner inconsistent with its confidential nature or be disclosed to anyone other than the DIP Loan Parties and their advisors directly involved in the proposed transaction.*

SENIOR SECURED DEBTOR-IN-POSSESSION INTERIM FINANCING TERM SHEET AGREEMENT

Dated as of April 17, 2026

WHEREAS the Borrowers (as defined herein) have requested and the DIP Lenders have agreed to provide interim financing to the Borrowers during the pendency of the DIP Loan Parties' (as defined herein) proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") commenced before the Court of King's Bench of Alberta (the "**Court**") on or about the date hereof, all in accordance with the terms and conditions set out in this DIP Term Sheet (this "**DIP Term Sheet**").

WHEREAS the DIP Lenders have agreed to provide interim financing to fund certain obligations of the DIP Loan Parties (as defined herein) in order for such DIP Loan Parties to finalize arrangements for the restructuring or recapitalization of their business, subject to the terms and conditions set out in this DIP Term Sheet and DIP Commitment Letter and on the basis of the DIP Loan Parties' representation, and the DIP Lenders' good faith understanding, that the core element of the DIP Loan Parties' successful restructuring and recapitalization plan is repaying or refinancing the Existing Senior Secured Obligations (as defined herein) in full in cash prior to the DIP Outside Date (as defined herein).

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

(Unless otherwise defined in the body of this DIP Term Sheet, defined terms have meanings given to them in Schedule A – Definitions.)

1.	**Borrowers:**	Monette Farms Ltd. (the "**Canadian Borrower**") and Monette Farms USA, Inc. (the "**US Borrower**" and, collectively with the Canadian Borrower, the "**Borrowers**").
2.	**Guarantors:**	The entities set forth on Schedule B hereto (collectively, the "**DIP Guarantors**", and together with the Borrowers, the "**DIP Loan Parties**" and individually, a "**DIP Loan Party**").
3.	**Monitor:**	The Monitor in the CCAA Proceedings shall be FTI Consulting Canada Inc. (the "**Monitor**").
4.	**DIP Agent:**	The Bank of Nova Scotia, in its capacity as DIP Agent for the DIP Lenders (the "**DIP Agent**"), appointed in accordance with and subject to the terms and conditions of the DIP

		Commitment Letter (as defined below).
5.	**Counsel to DIP Agent and the DIP Lenders:**	**Lead Counsel:** McMillan LLP **US Counsel:** Womble Bond Dickinson (US) LLP
6.	**DIP Lenders:**	Certain financial institutions currently party to the Existing Senior Secured Credit Agreement (collectively, the "**DIP Lenders**" and each a "**DIP Lender**") have agreed to provide commitments in respect of the DIP Credit Facility (the "**DIP Commitments**") in accordance with and subject to the terms and conditions of the Commitment Letter dated April 17, 2026, between the Borrowers, the DIP Agent and the DIP Lenders (the "**DIP Commitment Letter**"). The initial pro rata share of each DIP Lender in the DIP Commitments is set forth in Schedule A of the DIP Commitment Letter.
7.	**Existing Senior Secured Credit Agreement:**	Effective as of the date of filing of the CCAA Proceedings, no additional loans or other extensions of credit will be made available to the Borrowers under the Existing Senior Secured Credit Agreement. The loans and all other obligations under the Existing Senior Secured Credit Agreement will be repaid as set forth in Section 34 below.
8.	**DIP Credit Facility:**	Up to CDN$90,000,000 (or Equivalent Amount thereof) (the "**Maximum Amount**") available to the Borrowers provided by way of a senior secured super-priority debtor-in-possession revolving credit facility (the "**DIP Credit Facility**"). Subject to Availability, advances under the DIP Credit Facility shall be made available to the Borrowers on a revolving basis as provided herein, from the Effective Date until the Maturity Date. All advances under the DIP Credit Facility will be made by way of loans denominated in Canadian dollars or United States Dollars, as requested by the Borrowers, and on which interest is payable based on CAD Prime Rate or US Base Rate, as the case may be, in accordance with the terms hereof (collectively, the "**DIP Loans**"). The amount of the DIP Loans outstanding under the DIP Credit Facility at any time shall be the aggregate principal amount of the DIP Loans denominated in Canadian Dollars plus the Canadian Dollar Equivalent Amount of the aggregate principal amount of the DIP Loans denominated in US Dollars as determined at such time (the "**Outstanding DIP Loans**").

9. **Availability:** "**Availability**" means, at any time, an amount equal to (i) the Maximum Amount, minus (ii) the Outstanding DIP Loans at such time.

Availability shall be determined as of the date the Borrowers submit a Draw Request to the DIP Agent in accordance with the terms hereof.

Provided that no Default or Event of Default has occurred under the DIP Credit Facility and is then continuing, the Borrowers may submit a Draw Request to the DIP Agent on or following the Effective Date subject to the following:

(a) if the Draw Request is submitted on or after the date on which the Initial Availability Conditions have been satisfied but prior to the date on which the Further Availability Conditions have been satisfied, the Borrowers may request advances up to CDN$40,000,000 (the "**Initial Availability Amount**"); or

(b) if the Draw Request is submitted on or after the date on which the Further Availability Conditions have been satisfied, the Borrowers may request advances under the DIP Credit Facility up to the Maximum Amount at all times subject to Availability (the "**Further Availability Amount**").

10. **Effectiveness of the DIP Credit Facility:** The effectiveness of this DIP Term Sheet shall be subject to the following conditions precedent, which shall be satisfied, or waived in writing by the DIP Agent, on behalf of the DIP Lenders, acting reasonably (the "**Effective Date**"):

(a) The DIP Loan Parties shall have executed and delivered this DIP Term Sheet, the DIP Commitment Letter and the other applicable DIP Loan Documents to the DIP Agent and the DIP Lenders.

(b) The Court shall have granted the CCAA Initial Order in respect of the DIP Loan Parties substantially in the form attached hereto as Schedule H, or in such other form and substance satisfactory to the DIP Agent, in its sole discretion, and approving the DIP Term

Sheet and granting the DIP Charge on the Collateral with the priority provided for herein, securing all DIP Obligations including, without limitation, all principal, interest, fees and costs and the DIP Expenses and providing, among other things, that the DIP Charge, in an initial amount of CDN$42,000,000, shall have priority on such Collateral over the Directors' Charge and all Liens, other than the Permitted Priority Liens, and such CCAA Initial Order shall not have been stayed, vacated or otherwise caused to be ineffective or amended, restated or modified in any manner that adversely affects the DIP Agent or the DIP Lenders, without the written consent of the DIP Agent.

(c) All applications, motions or petitions brought by any DIP Loan Party in the CCAA Proceedings and in the US Chapter 15 Proceedings and all Court Orders granted or entered in response to such applications, motions and petitions, in each case, as of the date that all other conditions to effectiveness in this Section 10 have been satisfied, shall be satisfactory to the DIP Agent.

(d) Each of the representations and warranties specified in Section 35 of this DIP Term Sheet shall be true and correct in all material respects as of the date made or deemed made (unless any representation and warranty is qualified by materiality, in which case it shall be true and correct in all respects as of the date made or deemed made).

(e) No Default or Event of Default shall have occurred and be continuing under the DIP Credit Facility.

The commitment (if any) of the DIP Lenders to provide the DIP Credit Facility shall expire and terminate if the Effective Date has not occurred on or before April 24, 2026, or such later date as the Unanimous DIP Lenders may approve.

11. **Initial Availability Conditions:** The DIP Lenders agree to make advances up to the Initial Availability Amount available to the Borrowers subject to

satisfaction of the following conditions precedent for each advance in respect thereof (the "**Initial Availability Conditions**"):

(a) All of the conditions to the Effective Date under Section 10 hereof shall have been satisfied or waived and continue to be satisfied.

(b) The United States Bankruptcy Court of competent jurisdiction that is acceptable to the DIP Agent (the "**US Bankruptcy Court**") shall have granted the US Provisional Recognition Order pursuant to chapter 15 of the US Bankruptcy Code, or any other order that provisionally recognizes the CCAA Initial Order, including the advances under the DIP Credit Facility and the DIP Charge authorized therein, in each case which shall be satisfactory to the DIP Agent, and such order remains in full force and effect and has not been stayed, vacated or otherwise caused to be ineffective or amended, restated or modified in any manner that adversely affects the DIP Agent or the DIP Lenders.

(c) The DIP Loan Parties shall have complied in all material respects with all of the terms of the CCAA Initial Order and the US Provisional Recognition Order.

(d) There shall be no Liens ranking senior in priority to the DIP Charge other than Permitted Priority Liens.

(e) The DIP Agent shall have received confirmation that service of the CCAA Initial Order and the application record seeking the ARIO have been effected on each holder of a Lien listed on the service list agreed between the Borrowers and the DIP Agent (or its counsel).

(f) No Court Order shall have been made in the CCAA Proceedings, in the US Chapter 15 Proceedings or in any other court of competent jurisdiction relating to the DIP Credit Facility or

the DIP Loan Documents which could reasonably be expected to have a Material Adverse Effect.

(g) The current DIP Budget shall be in form and substance satisfactory to the DIP Agent, acting reasonably.

(h) All documented expenses (including all documented legal and professional fees and expenses on a full indemnity basis) of the DIP Agent and the DIP Lenders incurred in connection with their pre-filing claims and/or the DIP Credit Facility shall have been paid in full (which documented expenses shall be deducted from the first advance of the DIP Credit Facility).

(i) The making of any DIP Loans shall not result in the aggregate amounts outstanding under the DIP Credit Facility exceeding the amount authorized at such time by the CCAA Initial Order.

(j) The making of any DIP Loan shall not violate any requirement of Applicable Law, after giving effect to the CCAA Initial Order and any other Court Order, and shall not be enjoined, temporarily, preliminarily or permanently.

(k) A duly completed and executed Draw Request shall have been delivered by the Borrowers to the DIP Agent in accordance with Section 13.

For greater certainty, the DIP Lenders shall not be obligated to advance or otherwise make available any loans or advances until all of the foregoing conditions have been satisfied and all of the foregoing documentation and confirmations have been obtained, each in form and substance satisfactory to the DIP Agent, acting reasonably, provided further that the DIP Agent, with the written consent of the Majority DIP Lenders, acting reasonably, may waive satisfaction of any one or more of such conditions precedent.

12. **Further Availability Conditions:** The DIP Lenders agree to make advances up to the Further Availability Amount available to the Borrowers subject to satisfaction of the following conditions precedent for each

advance in respect thereof (the "**Further Availability Conditions**"):

(a) The Initial Availability Conditions have been satisfied and the Initial Availability Conditions in paragraphs (b), (c), (d), (e), (f), (g) and (i) thereof continue to be satisfied.

(b) The Borrowers shall have paid to the DIP Agent, out of the first advance drawn under the Initial Availability Amount, the Arranger Fee, the DIP Agent Fee and the Commitment Fee as contemplated in Sections 26, 27, 28 and 29 hereof.

(c) No notice of appeal, or application or motion to vary, amend, stay, reverse or otherwise affect the CCAA Initial Order as it relates to the DIP Credit Facility, the ARIO, the Court Orders of the US Bankruptcy Court relating to or affecting the DIP Credit Facility, the DIP Charge, the SISP, the SISP Order, the SISP Procedures or any SISP Transaction Approval Order shall have been filed or is pending.

(d) The Court shall have granted the ARIO in form and substance satisfactory to the DIP Agent, acting reasonably, by not later than May 6, 2026, which ARIO shall include a Court Order increasing the amount of the DIP Charge to CDN$95,000,000 or such other amount acceptable to the DIP Agent, in its sole discretion.

(e) The CCAA Proceedings shall have been recognized in the United States pursuant to chapter 15 of the US Bankruptcy Code in a proceeding before the US Bankruptcy Court and the US Bankruptcy Court shall have entered the US Recognition Order, in the form accepted by the DIP Agent, giving full force and effect to the CCAA Initial Order and the ARIO, or, for a period of no longer than 25 days from the date of the CCAA Initial Order, if the US Bankruptcy Court has entered an order, including the US Provisional Recognition Order, that provisionally recognizes the ARIO, including the advances under the DIP Credit Facility and the DIP Charge authorized therein, and such order remains in full force and effect and has not been stayed, vacated or otherwise caused to be ineffective or amended, restated or modified in any manner that adversely affects the DIP Agent or the DIP Lenders.

(f) The DIP Loan Parties are in compliance, in all material respects, with the ARIO and all Court Orders that are effective at the time of the Draw Request.

(g) The making of any DIP Loan shall not violate any requirement of Applicable Law, after giving effect to the ARIO and any other Court Order, and shall not be enjoined, temporarily, preliminarily or permanently.

(h) None of the Court Orders shall have been stayed, vacated or otherwise caused to be ineffective or amended, restated or modified in any manner that adversely affects the DIP Agent or the DIP Lenders, without the written consent of the DIP Agent.

(i) Unless otherwise agreed to by the DIP Agent, acting reasonably, the DIP Milestones shall have been met or satisfied by the deadlines agreed to herein.

(j) The DIP Loan Parties shall have paid all statutory liens, trust and other government

claims arising after the CCAA Filing Date (but for greater certainty, not including any such claims in existence on the CCAA Filing Date) including, without limitation, source deductions in accordance with the DIP Budget, except, in each case, for any such amounts that are not yet due and payable or which are in dispute, in which case appropriate reserves have been made.

(k) A duly completed and executed Draw Request shall have been delivered by the Borrowers to the DIP Agent in accordance with Section 13.

For greater certainty, the DIP Lenders shall not be obligated to advance or otherwise make available any funds until all of the foregoing conditions have been satisfied and all of the foregoing documentation and confirmations have been obtained, each in form and substance satisfactory to the DIP Agent, acting reasonably, provided further that the DIP Agent, with the written consent of the Majority DIP Lenders, acting reasonably, may waive satisfaction of any one or more of such conditions precedent.

13. **Drawdowns:** Provided that no Default or Event of Default has occurred and is then continuing under the DIP Credit Facility, the Borrowers may, concurrent with notification to the Monitor, make a drawdown request for an advance in the form attached as Schedule G hereto (a "**Draw Request**").

Subject to the satisfaction of the Initial Availability Conditions in Section 11, the Borrowers may make a Draw Request for a single advance up to the Initial Availability Amount on any Business Day following the date of the US Provisional Recognition Order.

Subject to the satisfaction of the Further Availability Conditions in Section 12, the Borrowers may make Draw Requests for advances (after the initial advance) from time to time in the aggregate up to the Further Availability Amount, on not less than one (1) Business Day's notice of the requested draw down date, provided that such request is delivered before 10:00 am Calgary time and, in each case, for an amount not to exceed the projected disbursements for the immediately following two week period as set out in the DIP Budget, at all times subject to Availability.

14. **Cash Management:** All bank accounts, credit cards, and securities accounts or investment accounts (including any accounts in respect of cash equivalents) of the DIP Loan Parties shall be maintained with the Cash Management Banks and their affiliates. The Cash Management Banks shall ensure that the Bank Products remain accessible to the Borrowers until the Maturity Date subject to the payment of the fees owing to the DIP Agent and the DIP Lenders, provided that, in each case the Cash Management Banks will require the Borrowers to either post cash collateral or seek the approval of a court ordered charge to secure the exposure up to the credit limits. The DIP Agent, in its capacity as Existing Senior Secured Agent, agrees neither it nor any of the Cash Management Banks shall sweep cash in any Bank Products other than as permitted by Court Order and in accordance with this DIP Term Sheet. The DIP Loan Parties shall deposit and maintain all cash, including, without limitation, the advances under the DIP Credit Facility and all proceeds of DIP Intercompany Loans, in account(s) with the Cash Management Banks.

15. **Maturity Date:** The maturity of the DIP Credit Facility (the "**Maturity Date**") shall be the earliest of:

(a) the date on which the stay of proceedings in the CCAA Initial Order or the ARIO (as same may be amended from time to time) expires without being extended or on which the CCAA Proceedings are dismissed or converted into a proceeding under the BIA;

(b) the date on which (i) the US Provisional Recognition Order expires without the US Bankruptcy Court granting a US Recognition Order, (ii) the stay specified in the US Recognition Order expires or (iii) the US Chapter 15 Proceedings are dismissed or converted into a proceeding under Chapter 7 of the US Bankruptcy Code;

(c) the DIP Outside Date;

(d) the effective date of any plan of reorganization or arrangement confirmed by the Court; and

(e) the date of the acceleration of the DIP Loans and the termination of the DIP Commitments

with respect to the DIP Credit Facility due to an Event of Default.

All of the DIP Obligations shall be payable in full on the Maturity Date without any requirement for notice or demand.

The Maturity Date may be extended from time to time at the request of the Borrowers, with notification to the DIP Agent and the Monitor and with the prior written consent of the Unanimous DIP Lenders, for such period and on such terms and conditions as the Unanimous DIP Lenders may agree to, acting reasonably.

16. **Permitted Uses of Proceeds:**

The DIP Credit Facility may only be used for the following purposes, after any cash balances available to the Borrowers in excess of $5,000,000 are fully utilized:

(a) for working capital, capital expenditures, and other Ordinary Course expenditures of the DIP Loan Parties in accordance with the DIP Budget, including any Permitted Pre-Filing Payments and DIP Intercompany Loans to DIP Guarantors, on and subject to the terms and conditions set forth in Section 19;

(b) to pay the Permitted Fees and Expenses;

(c) to post cash collateral required by the Cash Management Banks pursuant to Section 14;

(d) to pay amounts owing to Farm Credit Canada pursuant to the Loan and Security Agreement (Livestock), dated December 4, 2024; or

(e) to pay interest when due in respect of the Existing Senior Secured Obligations, including without limitation interest owing in respect of interest due but unpaid in respect of the Existing Senior Secured Obligations prior to the CCAA Filing Date.

For greater certainty, without the prior written consent of the DIP Agent, and subject to the CCAA Initial Order or the ARIO, the proceeds of the DIP Credit Facility and available cash shall not be used to:

(a) make any loans, distributions or payments of any

kind to the Individual Borrower except as authorized by the CCAA Initial Order or the ARIO and contemplated by the DIP Budget;

(b) pay any pre-filing obligations, other than Permitted Pre-Filing Payments or payments otherwise authorized by the CCAA Initial Order or the ARIO and contemplated by the DIP Budget;

17. **Permitted Fees and Expenses:** "**Permitted Fees and Expenses**" means, collectively:

(a) the DIP Expenses (as hereinafter defined);

(b) all reasonable and documented costs and expenses incurred by the Existing Senior Secured Agent after the CCAA Filing Date in connection with the Existing Senior Secured Credit Agreement;

(c) the fees owing to the DIP Agent and the DIP Lenders in connection with the DIP Credit Facility;

(d) the reasonable and documented costs and expenses of the DIP Loan Parties associated with the DIP Credit Facility;

(e) the reasonable and documented costs and expenses of the CCAA Applicants or the CCAA Non-Applicant Stay Parties in connection with the CCAA Proceedings and the US Chapter 15 Proceedings, including the reasonable and documented fees and expenses of the CCAA Applicants' or the CCAA Non-Applicant Stay Parties' financial advisor and legal counsel; and

(f) the reasonable and documented costs and expenses of the Monitor and the Monitor's legal counsel.

18. **Reimbursement of DIP Expenses:** The Borrowers will reimburse the DIP Agent and the DIP Lenders, without duplication, for the following (collectively, the "**DIP Expenses**"):

(a) all reasonable and documented costs and expenses (including reasonable and documented

legal and professional fees and expenses on a full indemnity basis) including expenses incurred in connection with the negotiation and development of this DIP Term Sheet, the DIP Commitment Letter and the other DIP Loan Documents, whether or not any of the transactions contemplated hereby are consummated and whether incurred prior to or after the CCAA Filing Date;

(b) all reasonable and documented costs and expenses (including reasonable and documented legal and professional fees and expenses on a full indemnity basis) in connection with the CCAA Proceedings and the US Chapter 15 Proceedings, including due diligence, review and negotiation of any Court Order, other filing materials and all related documentation;

(c) all reasonable and documented costs and expenses (including reasonable and documented legal and professional fees and expenses on a full indemnity basis) in connection with the SISP, the SISP Order, the review and evaluation of offers submitted through the SISP or in connection with any SISP Transaction and the review and negotiation of any SISP Transaction Approval Orders; and

(d) the on-going monitoring, administration and enforcement of the DIP Charge and any other security for the DIP Obligations and in relation to the CCAA Proceedings and US Chapter 15 Proceedings generally.

All DIP Expenses incurred prior to the Effective Date shall be paid in full from an advance under the DIP Credit Facility after the Initial Availability Conditions have been satisfied or waived in accordance with Section 11 hereof and the Borrowers shall pay all DIP Expenses incurred after the Effective Date within 15 days of presentment of the applicable invoice.

19. **DIP Intercompany Loans:** Subject to the terms of this DIP Term Sheet (including, without limitation, the DIP Budget) and the ARIO, the Borrowers shall be permitted to use proceeds of DIP Loans

advanced under the DIP Credit Facility to advance intercompany loans to DIP Guarantors (the "**DIP Intercompany Loans**"), provided that the following conditions precedent shall be satisfied, or waived in writing by the DIP Agent, in its sole discretion, prior to the Borrowers making any such DIP Intercompany Loan:

(a) the Initial Availability Conditions and, as applicable, the Further Availability Conditions shall have been satisfied or waived in accordance with this DIP Term Sheet;

(b) there shall be no Default or Event of Default outstanding under the DIP Credit Facility that has not been cured or waived in writing by the DIP Agent, in its sole discretion;

(c) such DIP Intercompany Loans shall be properly recorded on the books and records of the DIP Loan Parties and appropriately documented; and

(d) the indebtedness and obligations of the DIP Guarantors to the Borrowers under and in respect of the DIP Intercompany Loans shall be deemed to be assigned as security to the DIP Agent for the benefit of the DIP Lenders pursuant to the DIP Charge.

Interest Rates:

20.	*For CAD DIP Loans Advanced under DIP Credit Facility*:	CAD Prime Rate (subject to a floor of 0%) plus 4% per annum.
21.	*For USD DIP Loans Advanced under DIP Credit Facility*:	US Base Rate (subject to a floor of 0%) plus 4% per annum.
22.	*Rates upon an Event of Default:*	Interest Rate shall be automatically increased by 2% per annum upon the occurrence and during the continuance of an Event of Default under the DIP Credit Facility.
23.	*Payment of Interest:*	Interest shall be payable on the Outstanding DIP Loans under the DIP Credit Facility from the date of the funding thereof at the Interest Rate applicable to such Outstanding DIP Loans, compounded monthly and payable monthly in arrears in cash on the last Business Day of each month.

24. *Criminal Interest Rates:* If any provision of this DIP Term Sheet or any of the other DIP Loan Documents would obligate the DIP Loan Parties to make any payment of interest, fees or other amount payable to the DIP Agent or the DIP Lenders in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the DIP Agent or the DIP Lenders of interest at a criminal or usurious rate (as construed under the *Criminal Code* (Canada) or applicable US law, as applicable), then notwithstanding that provision, that amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or result in a receipt by the DIP Agent or the DIP Lenders, as the case may be, of interest at a criminal or usurious rate, the adjustment to be effected, to the extent necessary, as follows:

(a) first, by reducing the amount or rate of interest required to be paid to the DIP Agent or the DIP Lenders under this DIP Term Sheet; and

(b) thereafter, by reducing any other amounts (other than costs and expenses) (if any) required to be paid to the DIP Lender which would constitute interest for purposes of Section 347 of the *Criminal Code* (Canada) or applicable US Law.

25. *Interest Act:* For the purposes of the *Interest Act* (Canada), the parties acknowledge and agree that all calculations of interest under this DIP Term Sheet are to be made on the basis of the nominal interest rate described herein and not on the basis of effective yearly rates or on any other basis which gives effect to the principle of deemed reinvestment of interest.

Other Fees:

26. *Arranger Fee:* An arranger fee as set forth in the Fee Letter, fully earned upon the granting of the CCAA Initial Order and payable in accordance with the DIP Fee Letter (the "**Arranger Fee**").

27. *DIP Agent Fee:* An agent fee as set forth in the Fee Letter, payable to the DIP Agent monthly in arrears on the last Business Day of each month, with the first such period commencing on the Business Day immediately following the date of issuance of the DIP Commitment Letter by the DIP Lenders (the "**DIP Agent Fee**").

28.	*Commitment Fee:*	A commitment fee equal to 100 bps on the Maximum Amount, which fee shall be fully earned upon execution of this DIP Term Sheet and payable to the DIP Agent (the "**Commitment Fee**") in accordance with this Section 28. The Borrowers shall pay the Commitment Fee from the first advance under the DIP Credit Facility.
29.	*Allocation of Commitment Fee:*	The Commitment Fee shall be paid to the DIP Agent for allocation amongst the DIP Lenders on a pro rata basis based on their respective DIP Commitments. For greater certainty, the Arranger Fee and the DIP Agent Fee are intended to compensate the DIP Agent for its services in arranging the DIP Credit Facility and its duties under this DIP Term Sheet and the other DIP Loan Documents and shall each be retained by the DIP Agent for its own account and shall not be allocated among the DIP Lenders.
30.	**Security and Priority:**	A first-ranking (except as otherwise contemplated herein) court-ordered super-priority charge (the "**DIP Charge**") on all of the existing and after-acquired real and personal, tangible and intangible, assets and property of the DIP Loan Parties, including without limitation, all shares, partnership interests, limited partnership interests, securities or other investment property, whether certificated or uncertificated, owned by the DIP Loan Parties, all insurance proceeds, all rights of the Borrowers under or in connection with any DIP Intercompany Loans, and all proceeds of the foregoing (the "**Collateral**").
31.	**Permitted Liens and Priority:**	All Collateral will be free and clear of other liens, encumbrances and claims, except for the Permitted Liens. Unless otherwise agreed to in writing by the DIP Agent, in its sole discretion, the DIP Charge shall be subordinate only to the Permitted Priority Liens.
32.	**Mandatory Prepayment Due to Currency Fluctuations:**	If at any time the Equivalent Amount of the Outstanding DIP Loans under the DIP Credit Facility exceeds the Initial Availability Amount or the Further Availability Amount, as may be then applicable (the "**Deficiency**"), as a result of currency exchange fluctuations, the Borrowers shall within one (1) Business Day of the receipt of a written notice by the DIP Agent in respect of such Deficiency, prepay the Outstanding DIP Loans in an amount equal to such Deficiency, together with accrued interest on the principal amount so prepaid to the date of such prepayment.

33. **Mandatory Payment of Excess Cash:**

If the DIP Loan Parties hold or otherwise control Excess Cash, then the DIP Loan Parties shall, within three (3) Business Days, unless otherwise approved in writing by the DIP Agent: (i) apply the Excess Cash to reduce any amounts then owing in respect of the Outstanding DIP Loans, or (ii) in the event no amounts are then owing in respect of the Outstanding DIP Loans, either (a) provided that the Monitor is satisfied that the Existing Senior Secured Lenders' security is valid and enforceable, distribute such Excess Cash to the Existing Senior Secured Agent to be applied to any outstanding Existing Senior Secured Obligations, or (b) the Monitor shall hold such Excess Cash segregated and in trust for the Existing Senior Secured Lenders until the Monitor is satisfied that such security is valid and enforceable.

For greater certainty, Excess Cash applied to reduce the amounts then owing in respect of the Outstanding DIP Loans may be re-borrowed prior to the Maturity Date, subject to the satisfaction of the Initial Availability Conditions or the Further Availability Conditions, as the case may be, in respect of such requested advances.

34. **Mandatory Prepayment upon Disposition of Collateral:**

For the purposes of determining the application of proceeds of dispositions solely as between the DIP Obligations and the Existing Senior Secured Obligations, all proceeds of dispositions of Collateral save and except for (i) dispositions of inventory in the Ordinary Course of the DIP Loan Parties' business (including without limitation any proceeds from the completion of any SISP Transaction and any proceeds of insurance relating to Collateral) or (ii) any proceeds generated by sales of cattle and contemplated in the then-current DIP Budget, shall, after first being applied to the extent not funded, to fund an administrative reserve maintained by the Monitor for the purposes of securing the Administration Charge and the Directors' Charge in accordance with the priority set out in the CCAA Initial Order or the ARIO, as applicable, such reserve not to exceed the maximum aggregate amount of such charges (with any balance of such administrative reserve remaining upon the completion of the SISP being distributed as soon as possible by the Monitor in accordance with the waterfall set out below or in accordance with any Court Order), be applied as follows:

First, applied to any Permitted Fees and Expenses of the DIP Agent and the DIP Lenders then due and payable in respect of

amounts owing under the DIP Credit Facility;

Second, applied to any interest then due and payable in respect of the Outstanding DIP Loans;

Third, after the acceleration of the DIP Obligations, applied to any principal amounts of the Outstanding DIP Loans;

Fourth, prior to the acceleration of the DIP Obligations, applied to any outstanding principal amounts of the Existing Senior Secured Obligations in accordance with the Existing Senior Secured Credit Agreement;

Fifth, prior to the acceleration of the DIP Obligations, applied to any fees and expenses of the Existing Senior Secured Agent and the Existing Senior Secured Lenders then due and payable with respect to the Existing Senior Secured Credit Agreement;

Sixth, prior to the acceleration of the DIP Obligations, applied to any interest then due and payable on the Existing Senior Secured Obligations;

Seventh, prior to the acceleration of the DIP Obligations, applied to any principal amounts of the Outstanding DIP Loans; and

Eight, to the Borrowers or as the Court may otherwise direct.

For greater certainty, no proceeds of Collateral (including without limitation any proceeds from the completion of a SISP Transaction and any proceeds of insurance relating to the Collateral) shall be retained by the Borrowers or the other DIP Loan Parties to be used for working capital purposes or to reduce debt or any obligation ranking junior to the security securing the Existing Senior Secured Obligations until the DIP Obligations and all remaining Existing Senior Secured Obligations have been repaid in full in cash.

Within five (5) Business Days of any distributions made under this Section 34 to the DIP Agent and/or the DIP Lenders, the DIP Agent shall provide the Monitor and the DIP Loan Parties an accounting summary of how all disposed proceeds have been applied and an update on the amounts owing under each of the above thereafter.

35. **Representations and Warranties:** The representations and warranties of the DIP Loan Parties to the DIP Agent and each DIP Lender are set forth in Schedule C attached hereto. The DIP Agent and the DIP Lenders are relying upon the representations and warranties of the DIP Loan Parties in agreeing to enter into this DIP Term Sheet and providing the DIP Credit Facility. Unless expressly stated to be made as of a specific date, the representations and warranties made in this DIP Term Sheet shall survive the execution of this DIP Term Sheet and the other DIP Loan Documents and shall be deemed to be repeated as of the date of each advance under the DIP Credit Facility.

36. **Covenants:** The affirmative, negative and reporting covenants given by the DIP Loan Parties to the DIP Agent and each DIP Lender are set forth in Schedule D attached hereto.

37. **DIP Budget and Variance Reporting:** Attached hereto as Schedule I is a copy of the initial DIP Budget (excluding the supporting documentation provided directly to the DIP Agent in connection therewith), that has been reviewed and approved by the Monitor. The DIP Budget shall be the DIP Budget referenced in this DIP Term Sheet until such time as a revised DIP Budget has been approved by the DIP Agent in accordance with this Section 37.

The Borrowers shall provide an updated rolling 13-week cash flow forecast (the "**Rolling Cash Flow**") to the DIP Agent every two weeks (unless otherwise consented to by the DIP Agent), in each case to be delivered to the DIP Agent, its counsel and the Monitor, no earlier than the last Business Day of the second week following the date of the delivery of the DIP Budget or the prior Rolling Cash Flow, as applicable. Such Rolling Cash Flow shall be reviewed and approved by the Monitor and the DIP Agent, acting reasonably. If the DIP Agent, acting reasonably, approves in writing such Rolling Cash Flow, such Rolling Cash Flow shall become the then-current DIP Budget for purposes of this DIP Term Sheet.

On the last Business Day of every second week, the Borrowers shall deliver to the DIP Agent and its counsel, a variance calculation (the "**Variance Report**") setting forth (i) actual aggregate receipts and disbursements and net cash flow of the DIP Loan Parties for the two-week period ended on the previous Friday and (ii) actual aggregate receipts and disbursements and net cash flow of the DIP Loan Parties on a cumulative basis since the beginning of the period covered by the 13-week static cash flow forecast provided by the

Borrowers to the DIP Agent on April 16, 2026, in each case as against the then-current DIP Budget, and setting forth all the variances, on a line-item and aggregate basis in comparison to the amounts set forth in respect thereof in the DIP Budget. Each such Variance Report shall include reasonably detailed written explanations for any material variances during the relevant period and such additional information as the DIP Agent may from time to time reasonably request respecting the DIP Budget. The Borrowers shall promptly discuss the Variance Report with the DIP Agent, and its counsel and financial advisors, as requested by the DIP Agent.

38. **Events of Default and Remedies:**

Upon the occurrence and during the continuance of an Event of Default under the DIP Credit Facility, the DIP Agent may, upon the instruction of the Majority DIP Lenders, terminate the DIP Commitments under the DIP Credit Facility immediately upon written notice to the DIP Loan Parties and the Monitor and, subject to any Court Orders, with two (2) days prior written notice, and declare the DIP Obligations to be immediately due and payable by providing such a notice and demand to the Borrowers, with a copy to the Monitor. Subject to obtaining prior approval of the Court, with not less than three (3) Business Days' notice to the Borrowers after the occurrence and during the continuance of an Event of Default, the DIP Agent shall have the rights and powers of a secured party under Applicable Law to enforce the DIP Charge and to exercise all other rights and remedies in respect of the DIP Obligations and the DIP Charge.

Without limiting the foregoing remedies, upon the occurrence and during the continuance of an Event of Default, and upon obtaining prior approval of the Court, the DIP Agent may, upon the instruction of the Majority DIP Lenders:

(a) apply to a court for the appointment of a receiver, an interim receiver or a receiver and manager over the Collateral or any of it, or for the appointment of a trustee in bankruptcy of the Borrowers or any of the other DIP Loan Parties;

(b) set-off or combine any amounts then owing by the DIP Agent or any of the DIP Lenders to the DIP Loan Parties against the DIP Obligations of the DIP Loan Parties hereunder;

(c) subject to obtaining prior approval from the Court, exercise any and all rights under any deposit account control agreements with the Cash Management Banks, including delivery of notices of exclusive control, or any similar notices, to the Cash Management Banks.

(d) subject to obtaining prior approval from the Court, exercise the powers and rights of a secured party under the *Personal Property Security Act* (Alberta), or any legislation of similar effect; and/or

(e) subject to obtaining prior approval from the Court, exercise all such other rights and remedies under this DIP Term Sheet, the other DIP Loan Documents, the Court Orders and Applicable Law.

39. **Set-Off:** Subject to the Court Orders and approval of the Court, upon (a) the occurrence and during the continuance of any Event of Default and (b) the declaration by the DIP Agent that the DIP Obligations are due and payable pursuant to the provisions of Section 38, each DIP Lender and each of its respective affiliates may, to the fullest extent permitted by law, set off and otherwise apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such DIP Lender or such affiliate to or for the credit or the account of the Borrowers against any and all of the DIP Obligations of the Borrowers now or hereafter existing under this DIP Term Sheet or the other DIP Loan Documents. Each DIP Lender agrees promptly to notify the Borrowers two (2) days prior to any such set-off and application. The rights of each DIP Lender and its respective affiliates under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) that such DIP Lender and its respective affiliates may have.

40. **Governing Law:** This DIP Term Sheet shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein. Without prejudice to the ability of the DIP Agent and the DIP Lenders to enforce this DIP Term Sheet in any other proper jurisdiction, the DIP Loan Parties irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the

Province of Alberta.

41.	**DIP Lender Approvals and Consents:**	Any reference to the approval or consent of the DIP Agent herein (except where expressly stated otherwise) is subject to the prior approval of the Majority DIP Lenders.
42.	**DIP Agent and Administration of DIP Credit Facility**	The provisions of Article 15 (*The Agent and Administration of the Credit Facilities*) of the Existing Senior Secured Credit Agreement are hereby incorporated by reference and shall apply *mutatis mutandis* with respect to the DIP Agent and the administration of the DIP Credit Facility.
43.	**Assignments and Participations:**	None of the DIP Loan Parties may assign, transfer or delegate any of its rights or obligations under this DIP Term Sheet or the other DIP Loan Documents without the prior written consent of the Unanimous DIP Lenders. Each of the DIP Lenders shall have the right to assign or sell participations in their DIP Commitments or Outstanding DIP Loans in accordance with and subject to the terms and conditions of the DIP Commitment Letter.
44.	**Currency:**	Unless otherwise stated, all monetary denominations shall be in lawful currency of Canada and all payments made by the Borrowers or any DIP Guarantor under this DIP Term Sheet shall be in Canadian dollars, other than with respect to DIP Loans denominated in US Dollars, in respect of which payments shall be made in US Dollars.
45.	**Judgment Currency:**	If for the purposes of obtaining judgment in any court it is necessary to convert all or any part of the DIP Obligations or any other amount due to the DIP Agent or any of the DIP Lenders in respect of this DIP Term Sheet or any of the other DIP Loan Documents in any currency (the "**Original Currency**") into another currency (the "**Other Currency**"), the Borrowers, to the fullest extent that they may effectively do so, agree that the rate of exchange used shall be that at which, in accordance with normal banking procedures, the DIP Agent or the applicable DIP Lender could purchase the Original Currency with the Other Currency on the Business Day preceding that on which final judgment is paid or satisfied. The obligations of the Borrowers in respect of any sum due in the Original Currency from it to the DIP Agent or the applicable DIP Lender shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business Day following receipt by the DIP Agent or the

applicable DIP Lender of any sum adjudged to be so due in such Other Currency, the DIP Agent or the applicable DIP Lender may, in accordance with its normal banking procedures, purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the DIP Agent or the applicable DIP Lender in the Original Currency, the Borrowers agree, as a separate obligation and notwithstanding any such judgment, to indemnify the DIP Agent or the applicable DIP Lender, as the case may be, against such loss, and if the amount of the Original Currency so purchased exceeds the sum originally due to the DIP Agent or the applicable DIP Lender in the Original Currency, the DIP Agent or the applicable DIP Lender, as the case may be, agrees to remit such excess to the applicable Borrowers.

46. **Indemnities:** The DIP Loan Parties agree, on a joint and several basis, to indemnify and hold harmless the DIP Agent, each of the DIP Lenders, their respective affiliates, and each of their respective directors, officers, employees, agents, attorneys, counsel and advisors (all such Persons being referred to hereafter as "**Indemnified Persons**") from and against any and all actions, suits, proceedings, claims, losses, damages, liabilities or expenses of any kind or nature whatsoever (excluding indirect or consequential damages and claims for lost profits) which may be incurred by or asserted against any Indemnified Person as a result of or arising out of or in any way related to the DIP Credit Facility, this DIP Term Sheet, the DIP Commitment Letter and the other DIP Loan Documents and, upon demand, to pay and reimburse any Indemnified Person for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding or claim; provided, however, the Borrowers and other DIP Loan Parties shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any loss, claim, damage, expense or liability (x) to the extent it resulted from the gross negligence or wilful misconduct of such Indemnified Person as finally determined by a court of competent jurisdiction, or (y) to the extent arising from any dispute solely among Indemnified Persons other than any claims arising out of any act or omission on the part of the Borrowers or the other DIP Loan Parties. The indemnities granted under this DIP Term Sheet shall survive any termination of the DIP Credit Facility.

47. **Taxes:** All payments by the Borrowers and any other DIP Loan Parties

under this DIP Term Sheet or any of the other DIP Loan Documents to the DIP Agent or the DIP Lenders, including any payments required to be made from and after the exercise of any remedies available to the DIP Agent or the DIP Lenders upon an Event of Default, shall be made free and clear of, and without reduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any kind or nature whatsoever or any interest or penalties payable with respect thereto now or in the future imposed, levied, collected, withheld or assessed by any country or any political subdivision of any country (collectively "**Taxes**"); provided, however, that if any Taxes are required by Applicable Law to be withheld ("**Withholding Taxes**") from any amount payable to the DIP Agent or the DIP Lenders under this DIP Term Sheet or any of the other DIP Loan Documents, the amount so payable to the DIP Agent or the DIP Lenders shall be increased to the extent necessary to yield to the DIP Agent or the DIP Lenders, as the case may be, on a net basis after payment of all Withholding Taxes, the amount payable under the DIP Term Sheet or such other DIP Loan Document, as applicable, at the rate or in the amount specified herein or therein and the Borrowers shall provide evidence satisfactory to the DIP Agent or the DIP Lenders, as the case may be, that the Taxes have been so withheld and remitted. The Borrowers' obligation to pay additional amounts shall be subject to customary exclusions for any Withholding Taxes arising as a result of a present or former connection between the DIP Agent or the DIP Lenders and the jurisdiction imposing Withholding Tax (excluding any connection arising solely in connection with the DIP Credit Facility). If the DIP Loan Parties are required to pay an additional amount to the DIP Agent or the DIP Lenders to account for any deduction or withholding, the DIP Agent or the applicable DIP Lenders, as the case may be, shall reasonably cooperate with the applicable DIP Loan Parties (i) to claim any available exemption or reduction of withholding, or (ii) to obtain a refund of the amounts so withheld, including in each case by filing income tax returns in applicable jurisdictions, claiming a refund of such tax and/or providing evidence of entitlement to the benefits of any applicable tax treaty, as applicable. The amount of any refund so received, and interest paid by the tax authority with respect to any refund, shall be paid over by the DIP Agent or the applicable DIP Lenders, as the case may be, to the applicable DIP Loan Parties promptly. If reasonably requested by the DIP Loan Parties, the DIP Agent or the applicable DIP Lenders, as the case may be, shall apply to the relevant taxing

authority to obtain a waiver from such withholding requirement, and the DIP Agent or the applicable DIP Lenders, as the case may be, shall cooperate with the applicable DIP Loan Parties and assist such DIP Loan Parties to minimize the amount of deductions or withholdings required, including by providing the DIP Loan Parties with a duly completed copy of Canada Revenue Agency form NR-303, as may be applicable (or any other applicable form). Notwithstanding the foregoing, the DIP Agent or the applicable DIP Lenders, as the case may be, may, in respect of any additional payment to which this Section 47 would otherwise apply and in its sole and unfettered discretion, decline to provide any of the information or cooperation (including the completion of any form) contemplated in this Section 47, provided it has waived its rights and entitlements thereunder in respect of such additional payment.

48. **Liabilities Joint and Several:** The obligations and liabilities of the DIP Loan Parties hereunder are joint and several.

49. **Guarantee and Indemnity:** Each of the DIP Guarantors, on a joint and several basis, unconditionally and fully guarantees the full and prompt payment and performance of the DIP Obligations to the DIP Agent and the DIP Lenders, subject to the terms and conditions of this DIP Term Sheet and any applicable Court Order, including any DIP Obligations owed by the Borrowers and each other DIP Guarantor and hereby waives all defences that any of them may now have or have in the future.

As an original and independent obligation, each DIP Guarantor shall, on a joint and several basis: (i) indemnify the DIP Agent and the DIP Lenders and keep the DIP Agent and the DIP Lenders indemnified against any cost, loss, expense or liability of whatever kind resulting from the failure by the Borrowers to make due and punctual payment of any of the DIP Obligations or resulting from any of the DIP Obligations or payments of the DIP Obligations being or becoming void, voidable, unenforceable or ineffective against the Borrowers (including, but without limitation, all legal and other costs, charges and expenses incurred by the DIP Agent and the DIP Lenders in connection with preserving or enforcing, or attempting to preserve or enforce, their rights against the DIP Guarantors under the DIP Term Sheet and the other DIP Loan Documents); and (ii) pay on demand the amount of such cost, loss, expense or liability whether or not the DIP Agent and the DIP Lenders have attempted to enforce any rights against the

Borrowers or any other Person or otherwise.

50.	**Evidence of Indebtedness:**	The DIP Agent's accounts and records constitute, in the absence of manifest error, prima facie evidence of the indebtedness of the Borrowers to the DIP Lenders pursuant to the DIP Credit Facility.
51.	**Further Assurances:**	The DIP Loan Parties shall, at their expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the DIP Agent may reasonably request for the purpose of giving effect to this DIP Term Sheet.
52.	**Amendments and Waivers:**	No waiver or delay on the part of the DIP Agent or any DIP Lender in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing by the DIP Agent or such DIP Lender, as the case may be, and delivered in accordance with the terms of this DIP Term Sheet, and then such waiver shall be effective only in the specific instance and for the specific purpose given. No amendment of this DIP Term Sheet shall be effective unless signed by all parties hereto.
53.	**Severability:**	Any provision of this DIP Term Sheet or any of the other DIP Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
54.	**Notices:**	Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to such party at its address set out on its signature page hereof. Any such notice, request or other communication hereunder shall be concurrently sent to the Monitor and its counsel. Any such notice shall be deemed to be given and received when received, unless received after 3:00 p.m. Calgary Time or on a day other than a Business Day, in which case the notice shall be deemed to be received the next Business Day.
55.	**Counterparts and Electronic Submission:**	This DIP Term Sheet may be executed in any number of counterparts and by facsimile or other electronic transmission

including “pdf email”, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the undersigned have executed this DIP Term Sheet on the date first above written.

Address:

P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

with a copy to:

Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3 St SW, Calgary, AB T2P 5C5

Attention: Jeffrey Oliver
Danielle Marechal
Matteo Clarkson-Maciel
Email: joliver@cassels.com
dmarechal@cassels.com
mclarksonmaciel@cassels.com

MONETTE FARMS LTD.
as Borrower and DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

with a copy to:

Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3 St SW, Calgary, AB T2P 5C5

Attention: Jeffrey Oliver
Danielle Marechal
Matteo Clarkson-Maciel
Email: joliver@cassels.com
dmarechal@cassels.com
mclarksonmaciel@cassels.com

MONETTE FARMS USA, INC.
as Borrower and DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

MONETTE FARMS ONTARIO CORP.
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

NEXGEN SEEDS LTD.
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

MONETTE PRODUCE LTD.
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

MONETTE LAND CORP.
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

DMO HOLDINGS LTD.
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

GOAT'S PEAK WINERY LTD.
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

MONETTE FARMS BC LTD.
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

MONETTE FARMS BC GP LTD.
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

MONETTE FARMS LAND GP LTD.
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

MONETTE FARMS LAND II GP LTD.
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

MONETTE SEEDS LTD.
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

DMO HOLDINGS USA, INC.
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

MONETTE SEEDS USA, LLC
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

MONETTE FARMS ARIZONA, LLC
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

MONETTE PRODUCE, LLC
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

1012595 DE INC.
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

MONETTE FARMS LAND LIMITED PARTNERSHIP, by its general partner **MONETTE FARMS LAND GP LTD.**
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

MONETTE FARMS LAND II LIMITED PARTNERSHIP, by its general partner **MONETTE FARMS LAND II GP LTD.**
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

c/o Monette Farms Ltd.
P.O. Box 1298
Swift Current, Saskatchewan
S9H 3X4

Attention: Darrel Monette
David Kemp
Email: darrel@monettefarms.com
david@monettefarms.com

MONETTE FARMS BC LIMITED PARTNERSHIP, by its general partner **MONETTE FARMS BC GP LTD.**
as a DIP Guarantor

By: _____
Name: Darrel Monette
Title: Authorized Signatory

Address:

The Bank of Nova Scotia
GWO Loan Operations
150 King Street West, 6th Floor
Toronto, ON M5H 1J9

Attention: Manager
Email:
orporatelending.agencyops@scotiabank.com

with a copy to:

The Bank of Nova Scotia
Global Loan Syndication – Agency Services
40 Temperance Street, 6th Floor
Toronto, ON M5H 0B4

Attention: Head of Agency Services
Rocco Fabiano, Justin Mitges and
Jim Cook
Email: agency.services@scotiabank.com
rocco.fabiano@scotiabank.com
justinl.mitges@scotiabank.com
james.cook@scotiabank.com

with a further copy to:

McMillan LLP
BCE Place, Suite 4400
Bay Wellington Tower, 181 Bay Street
Toronto, ON M5J 2T3

Attention: Wael Rostom
Email: wael.rostom@mcmillan.ca

THE BANK OF NOVA SCOTIA

By: _____
Name: James Cook
Title: Senior Manager

By: _____
Name: Justin Mitges
Title: Director

Address:

Attention: Dale Snider
Olivia Chmelowski
Email: dale.snider@fcc.ca
olivia.chmelowski@fcc.ca

FARM CREDIT CANADA

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:

Attention: Daniel To
Email: daniel.to@bmo

BANK OF MONTREAL

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:

Attention: Trevor Kuhn
Stephano Carrera
Email: tkuhn@edc.ca

EXPORT DEVELOPMENT CANADA

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:

Attention: Devang Shah
Email: devang.shah@cibc.com

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:

Attention: Cameron Bailey
Email: Cameron.bailey@rbc.com

ROYAL BANK OF CANADA

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:

Attention: Christopher Creo
Xiaoyu Jia
Email: christopher.creo@td.com
Xiaoyu.jia@td.com

THE TORONTO-DOMINION BANK

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:

Attention: Alexandre Leblanc
Moneedb Hussain
Email: moneeb.hussain@nbc.ca

NATIONAL BANK OF CANADA

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:

Attention: Brad Fennig
Tim Proseilo
Email: brad.fennig@conexus.ca
tim.proseilo@conexus.ca

CONEXUS CREDIT UNION

By: _____
Name:
Title:

By: _____
Name:
Title:

Schedule A – Definitions

"**Administration Charge**" means an administration charge to secure the unpaid fees and expenses of the legal counsel for the DIP Loan Parties, the Monitor and the Monitor's legal counsel and the Borrowers' financial advisor in an amount not to exceed CDN$1,500,000 or such other amount agreed to by the Majority DIP Lenders.

"**Arranger Fee**" has the meaning given thereto in Section 26.

"**Applicable Law**" means, in respect of any Person, property, transaction or event, all applicable laws, statutes, rules, by-laws and regulations and all applicable official directives, orders, judgments and decrees of any Governmental Authority having the force of law.

"**ARIO**" means an amended and restated CCAA Initial Order of the Court in form and substance satisfactory to the DIP Agent and the DIP Lenders.

"**Availability**" has the meaning given thereto in Section 9.

"**Bank Products**" means any facilities or services related to cash management services, including centralized operating accounts, automated clearing house transactions, controlled disbursement services, treasury, depository, overdraft, credit or debit card, purchase card, electronic funds transfer, cash pooling, foreign exchange facilities, currency exchange transactions or agreements and options with respect thereto and other cash management arrangements and commercial credit card services provided to any DIP Loan Party by the Existing Senior Secured Lenders or their respective affiliates.

"**BIA**" means the *Bankruptcy and Insolvency Act* (Canada), as amended.

"**BNS Bi-Lateral Leased Equipment Debt**" means the attributable debt (as defined in the Existing Senior Secured Credit Agreement) owing by the applicable Loan Parties to The Bank of Nova Scotia in connection with leasing facilities in the maximum amount of CDN$10,000,000.

"**Borrowers**" has the meaning given thereto in Section 1.

"**Business Days**" means any day other than a Saturday, Sunday or any other day on which banks in Calgary, Alberta are not open for business.

"**CAD Prime Rate**" means, on any day, the interest rate expressed as a percentage rate per annum calculated on the basis of a 365 or 366 day year, as the case may be, equal to the annual rate of interest announced from time to time by the DIP Agent as being its reference rate then in effect on such day for determining interest rates on Canadian Dollar denominated commercial loans made by it in Canada, as adjusted automatically with each announced, displayed or quoted change in such rate without the necessity of notice to the Borrowers or any other Person. Any change in the CAD Prime Rate determined by the DIP Agent shall be effective on the date the change becomes effective generally.

"**Canadian Dollar**", "**CAD**" or "**CDN$**" mean lawful money of Canada.

"**Cash Management Banks**" means The Bank of Nova Scotia and BMO Bank N.A..

"**CCAA**" has the meaning given in the recitals.

"**CCAA Applicants**" means, collectively, the Borrowers and the DIP Guarantors (other than the CCAA Non-Applicant Stay Parties).

"**CCAA Filing Date**" means the date of commencement of the CCAA Proceedings.

"**CCAA Initial Order**" means a CCAA Initial Order of the Court in form and substance satisfactory to the DIP Agent pursuant to which the DIP Loan Parties commence the CCAA Proceedings.

"**CCAA Non-Applicant Stay Parties**" means Monette Farms Land Limited Partnership, Monette Farms Land II Limited Partnership, and Monette Farms BC Limited Partnership.

"**CCAA Proceedings**" has the meaning given in the recitals.

"**Collateral**" has the meaning given thereto in Section 30.

"**Commitment Fee**" has the meaning given thereto in Section 28.

"**Court**" has the meaning given in the recitals.

"**Court Order**" means any of the CCAA Initial Order, the US Provisional Recognition Order, the US Recognition Order, the ARIO, the SISP Order, any SISP Transaction Approval Order and any other orders of the Court or the US Bankruptcy Court entered in connection with the CCAA Proceedings or the US Chapter 15 Proceedings, as at the relevant time.

"**Cumulative Actual Disbursements**" means, as of any date, the aggregate of the actual total disbursements of the DIP Loan Parties for the period beginning on the Effective Date, to such date.

"**Cumulative Actual Receipts**" means, as of any date, the aggregate of the actual total receipts of the DIP Loan Parties for the period beginning on the Effective Date, to such date.

"**Cumulative Budgeted Disbursements**" means, as of any date, the aggregate total disbursements of the DIP Loan Parties for the period beginning on the Effective Date, to the last Business Day of the week in which such date falls, as set forth in the then-current DIP Budget.

"**Cumulative Budgeted Receipts**" means, as of any date, the aggregate total receipts of the DIP Loan Parties for the period beginning on the Effective Date, to the last Business Day of the week in which such date falls, as set forth in the then-current DIP Budget.

"**Default**" means an event or circumstance which, after the giving of notice or the passage of time, or both, would result in an Event of Default.

"**Deficiency**" has the meaning given thereto in Section 32.

"**DIP Agent**" has the meaning given thereto in Section 4.

"**DIP Agent Fee**" has the meaning given thereto in Section 27.

"**DIP Budget**" means the approved Rolling Cash Flow prepared by the Borrowers' management and advisors, which shall be in form and substance acceptable to the DIP Agent, and which, for greater certainty, shall set forth all forecasted revenues, operating and non-operating cash receipts, professional fees, disbursements, net operating cash flow and liquidity of the Borrowers and the DIP Guarantors, on a weekly basis for such 13-week period beginning on the Effective Date, broken down by week, including the anticipated weekly borrowings and uses of the DIP Loans for such period, and which shall include, among other things, available cash, cash flow, trade payables and Ordinary Course expenses, total expenses and capital expenditures, fees and expenses relating to the DIP Credit Facility, fees and expenses related to the CCAA Proceedings (including professional fees), as applicable, and working capital and other general corporate needs (such DIP Budget shall be updated and supplemented in the manner required pursuant to Section 37). For greater certainty, for purposes of this DIP Term Sheet, the DIP Budget shall include all supporting documentation provided in respect thereof to the DIP Agent.

"**DIP Charge**" has the meaning given thereto in Section 30.

"**DIP Commitments**" has the meaning given thereto in Section 6.

"**DIP Commitment Letter**" has the meaning given thereto in Section 6.

"**DIP Credit Facility**" has the meaning given thereto in Section 8.

"**DIP Expenses**" has the meaning given thereto in Section 18.

"**DIP Guarantors**" has the meaning given thereto in Section 2.

"**DIP Intercompany Loans**" has the meaning given thereto in Section 19.

"**DIP Lenders**" has the meaning given thereto in Section 6.

"**DIP Loan Documents**" means, collectively, the DIP Term Sheet, the DIP Commitment Letter, the Fee Letter, any deposit account control agreements contemplated by the DIP Term Sheet and any other agreement between the DIP Loan Parties and the DIP Agent or the DIP Lenders contemplated by the DIP Term Sheet or the DIP Commitment Letter.

"**DIP Loan Parties**" has the meaning given thereto in Section 2.

"**DIP Loans**" has the meaning given thereto in Section 8.

"**DIP Milestones**" means the actions and timelines described in Schedule J attached hereto.

"**DIP Obligations**" shall mean any and all DIP Loans and all other obligations, liabilities and indebtedness of every kind, nature and description owing by one or more DIP Loan Parties to the DIP Lenders, the DIP Agent and/or their respective affiliates, including principal, interest,

charges, fees, costs and expenses and indemnities solely pursuant to or in connection with this DIP Term Sheet or any of the other DIP Loan Documents, any obligations arising under or in connection with Bank Products, whether arising before, during or after the initial or any renewal of term of this DIP Term Sheet or after the commencement of any proceeding with respect to any DIP Loan Party under the CCAA, BIA, the US Bankruptcy Code or any similar statute in any jurisdiction (including payment of interest and other amounts which would accrue and become due but for the commencement of such proceedings, whether or not such amounts are allowed or allowable in whole or in part in such proceeding), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated.

"**DIP Outside Date**" means March 31, 2027.

"**DIP Term Sheet**" has the meaning given in the recitals.

"**Directors' Charge**" means a directors and officers liability charge in an amount not to exceed CDN$1,500,000 or such other amount agreed to by the Unanimous DIP Lenders.

"**Draw Request**" has the meaning given thereto in Section 13.

"**Effective Date**" has the meaning given thereto in Section 10.

"**Equivalent Amount**" means, on any date, the equivalent amount in Canadian Dollars or US Dollars, as the case may be, after giving effect to a conversion of a specified amount of US Dollars to Canadian Dollars or Canadian Dollars to US Dollars, as the case may be, at the Exchange Rate.

"**Event of Default**" means the occurrence of any of the events described in Schedule E attached hereto.

"**Excess Cash**" means the amount by which, as determined at the end of each two-week reporting period, the DIP Loan Parties' unrestricted cash is greater than CDN$5,000,000 (or the Equivalent Amount thereof) more than the net cash flow required to fund the operating and financing activities of the DIP Loan Parties taking into account projected availability under the DIP Credit Facility, as forecast in the DIP Budget for the following two-week reporting period.

"**Exchange Rate**" means, on any day, with respect to the exchange of either of Canadian Dollars or US Dollars into the other of those currencies, the 4:30 p.m. rate of the Bank of Canada on the immediately preceding Business Day for purchases of the Other Currency with the Original Currency, or if such rate is not or has not yet been quoted on such day, the last preceding 4:30 p.m. rate of the Bank of Canada.

"**Existing Senior Secured Agent**" means The Bank of Nova Scotia in its capacity as agent under the Existing Senior Secured Credit Agreement.

"**Existing Senior Secured Credit Agreement**" means the fifth amended and restated credit agreement originally made as of December 5, 2018, amended and restated as of March 18, 2021, further amended and restated as of October 18, 2021, further amended and restated as of March

18, 2022, further amended and restated as of March 31, 2023 and further amended and restated as of April 15, 2024 between the Borrowers, as borrowers, the Existing Senior Secured Lenders, as lenders, and the Existing Senior Secured Agent, as amended and supplemented to the date hereof including pursuant to an accordion exercise agreement made as of May 13, 2024, as further amended by the following:

(a) the waiver and covenant agreement dated October 31, 2024, delivered to the Borrowers by the Existing Senior Secured Agent on behalf of the Existing Senior Secured Lenders, which was accepted, acknowledged and agreed to by the Borrowers,

(b) the first amending agreement made as of November 22, 2024, between the Borrowers, the Existing Senior Secured Lenders and the Existing Senior Secured Agent;

(c) the second waiver and covenant agreement dated March 19, 2025, from the Existing Senior Secured Agent, on behalf of the majority of the Existing Senior Secured Lenders, which was accepted, acknowledged and agreed to by the Borrowers;

(d) the second amending agreement made as of January 31, 2025, between the Borrowers, the Existing Senior Secured Lenders and the Existing Senior Secured Agent;

(e) the third amending agreement made as of February 21, 2025, between the Borrowers, the Existing Senior Secured Lenders and the Existing Senior Secured Agent;

(f) the fourth amending agreement made as of April 15, 2025, between the Borrowers, the Existing Senior Secured Lenders and the Existing Senior Secured Agent;

(g) the fifth amending agreement made as of May 2, 2025, between the Borrowers, the Existing Senior Secured Lenders and the Existing Senior Secured Agent;

(h) the sixth amending agreement made as of June 10, 2025, between the Borrowers, the Existing Senior Secured Lenders and the Existing Senior Secured Agent;

(i) the seventh amending agreement made as of July 30, 2025, between the Borrowers, the Existing Senior Secured Lenders and the Existing Senior Secured Agent;

(j) the eighth amending agreement made as of October 31, 2025, between the Borrowers, the Existing Senior Secured Lenders and the Existing Senior Secured Agent; and

(k) the forbearance agreement dated November 7, 2025, between the Borrowers, the Individual Borrower, the Existing Senior Secured Lenders and the Existing Senior Secured Agent.

"**Existing Senior Secured Lenders**" means the Persons to whom Existing Senior Secured Obligations are owed under the Existing Senior Secured Credit Agreement.

"**Existing Senior Secured Obligations**" means the "Obligations" as defined in the Existing Senior Secured Credit Agreement, which, for greater certainty, shall include the Swap Unwind Amounts.

"**FCC Lien**" means any valid, enforceable, perfected, first ranking security interests granted by the Borrowers in favour of Farm Credit Canada as described in the Loan and Security Agreement (Livestock), dated December 4, 2024.

"**Fee Letter**" means the fee letter dated as of the date hereof, between the Borrowers and The Bank of Nova Scotia, in its capacity as arranger of the DIP Credit Facility.

"**Further Availability Amount**" has the meaning given thereto in Section 9.

"**Further Availability Conditions**" has the meaning given thereto in Section 12.

"**GAAP**" means the generally accepted accounting principles which are in effect from time to time approved by the Canadian Accounting Standards Board or any successor thereto, as applicable, which are currently the International Financial Reporting Standards as adopted by Chartered Professional Accountants Canada.

"**Governmental Authority**" means any federal, provincial, state, municipal, local or other government, governmental or public department, commission, board, bureau, agency or instrumentality, domestic or foreign and any subdivision, agency, commission, board or authority of any of the foregoing.

"**Individual Borrower**" means Darrel Noel Monette, an individual.

"**Initial Availability Amount**" has the meaning given thereto in Section 9.

"**Initial Availability Conditions**" has the meaning given thereto in Section 11.

"**Indemnified Persons**" has the meaning given thereto in Section 46.

"**Liens**" means all liens, hypothecs, charges, mortgages, trusts, deemed trusts (statutory or otherwise), encumbrances and security interests of every kind and nature whatsoever.

"**Majority DIP Lenders**" means, at any time, (i) the DIP Lenders whose DIP Commitments represent, in the aggregate, at least 66 2/3% of the total DIP Commitments under the DIP Credit Facility at such time or, if no DIP Commitments are in effect at such time, at least 66 2/3% of the sum of Outstanding DIP Loans at such time, and (ii) no fewer than two DIP Lenders.

"**Material Adverse Effect**" means, as determined by the DIP Agent, anything that would reasonably be expected to cause a material adverse effect on (a) the business, assets, liabilities, operations, condition (financial or otherwise), operating results, properties or prospects of the DIP Loan Parties, taken as a whole (other than events publicly disclosed in public filings prior to the commencement of the CCAA Proceedings and the commencement and continuation of the CCAA Proceedings and the consequences that would normally result therefrom), (b) the rights and remedies of the DIP Agent or any DIP Lender under this DIP Term Sheet or any of the other DIP Loan Documents, (c) the ability of any DIP Loan Party to perform its obligations under this DIP Term Sheet or any of the other DIP Loan Documents or (d) the ability of the DIP Loan Parties to conduct the SISP or close a SISP Transaction.

"**Maturity Date**" has the meaning given thereto in Section 15.

"Maximum Amount" has the meaning given thereto in Section 8.

"**Monitor**" has the meaning given thereto in Section 3.

"**Ordinary Course**" means, in respect of any DIP Loan Party, the ordinary course of business of such DIP Loan Party consistent with past practice, as such practice is, may have been or may be modified as a result of the CCAA Proceedings or by any Applicable Laws which were in effect on the CCAA Filing Date and with which such DIP Loan Party is required to comply.

"**Original Currency**" has the meaning given thereto in Section 45.

"**Other Currency**" has the meaning given thereto in Section 45.

"**Outstanding DIP Loans**" has the meaning given thereto in Section 8.

"**Permit**" means governmental licences, authorizations, consents, registrations, exemptions, permits and other approvals required by each DIP Loan Party under Applicable Law in order to conduct its business in the Ordinary Course.

"**Permitted Fees and Expenses**" has the meaning given thereto in Section 17.

"**Permitted Liens**" means (i) the DIP Charge; (ii) the Administration Charge, (iii) any charges created under the CCAA Initial Order (as amended from time to time) or any other Court Order subsequent in priority to the DIP Charge and approved in writing by the DIP Agent, with the consent of the Majority DIP Lenders, in their sole discretion; (iv) validly perfected Liens existing prior to the CCAA Filing Date permitted under the Existing Senior Secured Credit Agreement; (v) inchoate statutory Liens arising after the CCAA Filing Date in respect of any accounts payable arising after the CCAA Filing Date in the Ordinary Course, provided that the Borrowers shall pay all such amounts as and when due; (vi) any validly perfected Liens created as part of the Soderglen vendor take-back loan owing to Soderglen Ranches Ltd and Jane E. Grad in connection with the purchase by the Canadian Borrower of certain real property in Airdrie, Alberta; and (vii) any Permitted Priority Liens not already included in clauses (i) through (v) of this defined term.

"**Permitted Pre-Filing Payments**" means all payments on account of obligations of any DIP Loan Party incurred before the CCAA Filing Date that are either: (a) pre-filing payments, including credit card charges, in respect of amounts permitted to be paid under the CCAA Initial Order or the ARIO; (b) pre-filing payments to the DIP Agent permitted hereunder; (c) pre-filing payments, which shall require the approval of the Monitor and the DIP Agent, that do not exceed CDN$3,000,000 in aggregate, provided that, in each case, such pre-filing payments are contemplated by the DIP Budget; or (d) pre-filing payments in respect of feeder cattle financing debt owing by the DIP Loan Parties to Farm Credit Canada in the aggregate maximum principal amount of CDN$20,000,000 (or the Equivalent Amount thereof in United States Dollars), to the extent that such pre-filing payments are made from the proceeds of disposition of feeder cattle subject to the FCC Lien.

"**Permitted Priority Liens**" means (a) at any time following the commencement of the CCAA Proceedings, the FCC Lien, (b) from the commencement of the CCAA Proceedings through to the granting of the ARIO, (i) the Administration Charge and (ii) valid and perfected security interests in specific financed or leased equipment and (c) after the granting of the ARIO, (i) the Administration Charge and (ii) any other charge to which the DIP Agent consents in writing from time to time.

"**Person**" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"**Rolling Cash Flow**" has the meaning given thereto in Section 37.

"**Senior Secured Lenders**" means, collectively, the Existing Senior Secured Lenders, the DIP Lenders and the Cash Management Banks.

"**Senior Secured Obligations**" means, collectively, the Existing Senior Secured Obligations and the DIP Obligations.

"**SISP**" means the sale and investor solicitation process for the sale, recapitalization or refinancing of the DIP Loan Parties' business, including a purchase of all or any portion of the assets of the DIP Loan Parties, designed to, among other things, achieve the DIP Milestones, to be conducted in accordance with the SISP Procedures, which transactions shall be approved pursuant to one or more SISP Transaction Approval Orders.

"**SISP Order**" has the meaning given thereto in Schedule J.

"**SISP Procedures**" means the procedures for the SISP, as approved as to form and substance by the DIP Agent to be set out as a schedule to the SISP Order.

"**SISP Transaction**" means any transaction for the sale, recapitalization or refinancing of the DIP Loan Parties or a purchase of all or any portion of the assets of the DIP Loan Parties in accordance with the SISP Procedures.

"**SISP Transaction Approval Order**" means, with respect to any SISP Transaction, a Court Order approving such SISP Transaction.

"**Swap Unwind Amounts**" means, in respect of any Lender Financial Instruments (as defined in the Existing Senior Secured Credit Agreement) which are terminated, the amounts owing by the Borrowers on account of such terminations as confirmed to the DIP Agent by the counterparties referenced therein as an accurate representation of the amounts owing thereunder.

"**Taxes**" has the meaning given thereto in Section 47.

"**Unanimous DIP Lenders**" means, at any time, all of the DIP Lenders with outstanding DIP Commitments at such time or, if no DIP Commitments are in effect at such time, all of the DIP Lenders with Outstanding DIP Loans at such time.

"**US Bankruptcy Code**" means Title 11 of the United States Code.

"**US Bankruptcy Court**" has the meaning given to it in Section 11(b).

"**US Base Rate**" means, on any day, the interest rate expressed as percentage rate per annum calculated on the basis of a 365 or 366 day year, as the case may be, equal to the rate of interest per annum determined by the DIP Agent from time to time as the reference rate of interest for the determination of the interest rates that it will charge customers for US Dollar loans made by it in Canada, as adjusted automatically with each announced, displayed or quoted change in such rate without the necessity of notice to the Borrowers or any other Person. Any change in the US Base Rate determined by the DIP Agent shall be effective on the date the change becomes effective generally.

"**US Chapter 15 Proceedings**" means the proceeding in the United States pursuant to Chapter 15 of the US Bankruptcy Code before the US Bankruptcy Court in respect of the recognition of the CCAA Proceedings.

"**US Dollars**", "**USD**" or "**US$**" means lawful money of the United States of America.

"**US Provisional Recognition Order**" means an order of the US Bankruptcy Court granting provisional relief pending entry of the US Recognition Order pursuant to s1519 of the US Bankruptcy Code, which provides for, among other things, (i) a nationwide stay of proceedings, and (ii) provisional recognition of the CCAA Initial Order, including by giving full force and effect to the advances under the DIP Credit Facility and DIP Charge authorized under the CCAA Initial Order.

"**US Recognition Order**" means an order of the US Bankruptcy Court that, among other things, grants (i) recognition of the CCAA Proceedings pursuant to s1517 of the US Bankruptcy Code and (ii) recognition of the CCAA Initial Order and the ARIO, including by giving full force and effect to the advances under the DIP Credit Facility and the DIP Charge authorized under such orders, which shall be in form and substance satisfactory to the DIP Agent.

"**Variance Report**" has the meaning given thereto in Section 37.

"**Withholding Taxes**" has the meaning given thereto in Section 47.

Schedule B – DIP Guarantors

Monette Farms Ltd.
Monette Farms Ontario Corp.
NexGen Seeds Ltd.
Monette Produce Ltd.
Monette Land Corp.
DMO Holdings Ltd.
Goat's Peak Winery Ltd.
Monette Farms BC Ltd.
Monette Farms BC GP Ltd.
Monette Farms Land GP Ltd.
Monette Farms Land II GP Ltd.
Monette Seeds Ltd.
DMO Holdings USA, Inc.
Monette Seeds USA, LLC
Monette Farms Arizona, LLC
Monette Farms USA, Inc.

Monette Produce, LLC
1012595 DE Inc.
Monette Farms Land Limited Partnership
Monette Farms Land II Limited Partnership
Monette Farms BC Limited Partnership

Schedule C – Representations and Warranties

Each DIP Loan Party hereby represents and warrants to the DIP Agent and each of the DIP Lenders as follows:

(1) ***Organization; Qualification; Authority***. Each DIP Loan Party (i) is a corporation, partnership, limited liability company or other organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, (ii) is duly qualified and in good standing in each other jurisdiction in which it owns or leases property or in which the conduct of its business requires it to so qualify or be licensed, and (iii) has all requisite power and authority (including, without limitation, all governmental licenses, permits and other approvals) to own or lease and operate its properties and to carry on its business as now conducted and as proposed to be conducted. Subject to obtaining approval of the Court and the recognition by the US Bankruptcy Court, each DIP Loan Party has the requisite power and authority to enter into this DIP Term Sheet and the other DIP Loan Documents and perform its obligations hereunder.

(2) ***Authorization; Enforceability***. Subject to obtaining the approval of the Court and the recognition by the US Bankruptcy Court, all necessary action, corporate or otherwise, has been taken to authorize the execution, delivery and performance by each DIP Loan Party of this DIP Term Sheet and the other DIP Loan Documents. Each DIP Loan Party has duly executed and delivered this DIP Term Sheet and the other DIP Loan Documents and such DIP Term Sheet and such DIP Loan Documents constitute legal, valid and binding obligations of such DIP Loan Party, enforceable against such DIP Loan Party in accordance with their respective terms, subject only to any limitation under Applicable Laws relating to (i) bankruptcy, insolvency, reorganization, moratorium or creditors' rights generally; and (ii) the discretion that a court may exercise in the granting of equitable remedies.

(3) ***Governmental Approvals***. Except for the granting of the CCAA Initial Order, the ARIO and the US Provisional Recognition Order, and those filings or recordings already made or to be made pursuant to any Applicable Law, no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or other Person, is required for:

(a) the due execution, delivery, recordation, filing or performance by any DIP Loan Party of this DIP Term Sheet, the other DIP Loan Documents or for the consummation of each of the transactions contemplated hereby; or

(b) the grant by any DIP Loan Party of the DIP Charge and other Liens granted or to be granted by it pursuant to this DIP Term Sheet or the other DIP Loan Documents.

(4) ***Duly Licensed***. Each DIP Loan Party is duly licensed, registered or qualified in all jurisdictions where the character of its owned or leased property or assets (of whatever kind) or the nature of the activities conducted by it make such licensing, registration or qualification necessary or desirable, except where failure to do so would not have a Material Adverse Effect.

(5) ***Permits***. No DIP Loan Party requires any Permits to enter into and perform its respective obligations under this DIP Term Sheet or the other DIP Loan Documents, or to conduct the business in which such DIP Loan Party is currently engaged, other than the Permits currently held, all of which are in good standing in all material respects.

(6) ***Financial Position***. Each of the monthly, quarterly and annual financial statements that have been furnished to the DIP Agent and the DIP Lenders, or any of them, in connection with this DIP Term Sheet or the other DIP Loan Documents are complete in all material respects and fairly present its financial position as of the dates referred to therein and have been prepared in accordance with GAAP.

(7) ***Proceedings***. Except as previously disclosed to the DIP Agent in writing, there is no action, suit, investigation, liability or proceeding affecting any of the DIP Loan Parties pending or, to the best knowledge of the DIP Loan Parties, threatened before any court, governmental agency or arbitrator that (i) is reasonably expected to be determined adversely to such DIP Loan Party and, if so adversely determined, could reasonably be expected to have a Material Adverse Effect or (ii) purports to affect the legality, validity or enforceability of this DIP Term Sheet or the other DIP Loan Documents.

(8) ***Compliance with Laws***. The business operations of the DIP Loan Parties have been and continue to be conducted in material compliance with all Applicable Laws, including without limitation all environmental laws, of each jurisdiction in which the business or properties of the DIP Loan Parties are or have been located or carried out.

(9) ***Taxes***. Each DIP Loan Party has filed or caused to be filed all tax returns and reports (federal, provincial, local and foreign) which are required to have been filed and has paid or caused to be paid all Taxes, payroll and source deductions required to have been paid by it, together with applicable interest and penalties, except (i) Taxes that are being contested in good faith by appropriate proceedings and for which such DIP Loan Party has set aside on its books adequate reserves or (ii) to the extent that the failure to do so would not have a Material Adverse Effect.

(10) ***DIP Budgets***. The DIP Budget (and any revised DIP Budget delivered to the DIP Agent), the Variance Reports and all projected consolidated balance sheets, income statements and cash flow statements of the DIP Loan Parties delivered to the DIP Agent and the DIP Lenders in accordance with this DIP Term Sheet and the other DIP Loan Documents were prepared and will be prepared, as applicable, in good faith on the basis of the assumptions stated therein, which assumptions were fair and will be fair in the light of conditions existing at the time of delivery of such DIP Budgets, Variance Reports or projections, as the case may be, and represented and will represent, at the time of delivery, the DIP Loan Parties' best estimate of their future financial performance.

(11) ***Information Disclosure***. No written information, exhibits and reports furnished by or on behalf of any DIP Loan Party to the DIP Agent or any DIP Lender from time to time in connection with this DIP Term Sheet or any other DIP Loan Document (other than to the extent that any such information, exhibits and reports constitute projections described in paragraph (10)

above), taken as a whole and in light of the circumstances in which made, contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements made therein, in light of the circumstances in which any such statements were made, not misleading.

(12) ***Title to Property***. Each DIP Loan Party has good and marketable title to, or has duly leased or licensed, all of its property, assets and undertaking, in each case free from any Lien other than Permitted Liens. Each DIP Loan Party owns or has licensed for use all of the software now used in conducting the Ordinary Course business of such DIP Loan Party except where failure to do so could not reasonably be expected to have a Material Adverse Effect. All computer equipment owned by or used by the DIP Loan Parties has been properly maintained and is in good working order for the purposes of an on-going operation, subject to ordinary wear and tear for computer equipment of comparable age.

(13) ***Insurance***. Each DIP Loan Party maintains adequate insurance coverage, as is customary with companies in the same or similar business of such type, in such amounts and against such risks as is prudent for a business of its nature with financially sound and reputable insurers and that contain reasonable coverage and scope.

(14) ***No Other Transactions.*** Except as disclosed to the DIP Agent and the DIP Lenders in writing (including as disclosed in materials filed in connection with the CCAA Proceedings) there are no agreements of any kind between any DIP Loan Party and any other third party or any holder of debt or equity securities of any DIP Loan Party with respect to any restructuring, refinancing or recapitalization matters except for this DIP Term Sheet and the transactions contemplated hereunder.

(15) ***Subsidiaries.*** As of the date hereof, the organizational chart set out in Schedule K attached hereto accurately list all subsidiaries of the Borrowers and accurately describe the percentage interest in the issued and outstanding capital of each such subsidiary.

(16) ***Relevant Jurisdictions.*** As of the date hereof, Schedule L attached hereto sets forth for each DIP Loan Party (a) its jurisdiction of organization, (b) the location of its registered office and (c) the locations of its chief executive office, head office, or domicile (within the meaning of the Civil Code of Quebec) or sole place of business, as the case may be.

(17) ***Bank Accounts***. The DIP Loan Parties maintain all bank accounts with the Cash Management Banks and have no bank accounts with any other financial institution.

(18) ***No Default***. No Default or Event of Default has occurred and is continuing.

Schedule D – Covenants

1. Affirmative Covenants

Each DIP Loan Party hereby covenants and agrees in favour of the DIP Agent and the DIP Lenders that, so long as the DIP Lenders are committed to make loans under the DIP Credit Facility and thereafter so long as any indebtedness remains outstanding under the DIP Credit Facility, such DIP Loan Party shall:

(a) have filed an application record with the Court, in form and substance satisfactory to the DIP Agent, acting reasonably, seeking the ARIO by no later than April 28, 2026;

(b) duly and punctually pay, or cause to be duly and punctually paid, to the DIP Agent, the DIP Lenders and the Cash Management Banks, as applicable, all amounts payable hereunder and under the other Loan Documents when due in accordance with the CCAA Initial Order, the ARIO and each other applicable Court Order;

(c) perform its obligations under this DIP Term Sheet and the other DIP Loan Documents, as applicable, and under any other contract or agreement with the DIP Agent, the DIP Lenders, the Cash Management Banks and any of their respective affiliates as and when required and in the manner required;

(d) comply with the provisions of all Court Orders and take all actions necessary or available to defend the Court Orders from any appeal, reversal, modifications, amendment, stay or vacating not expressly consented to in writing in advance by the DIP Agent and the Majority DIP Lenders;

(e) treat as unaffected the DIP Obligations in any plan of compromise or arrangement, proposal or any other restructuring whatsoever, unless the DIP Agent and the Unanimous DIP Lenders, acting reasonably, consent to a different treatment;

(f) at all times be and remain subject to the CCAA Proceedings and the US Chapter 15 Proceedings until the DIP Obligations are irrevocably and unconditionally repaid in full, with no further right to DIP Loans;

(g) comply with all Applicable Laws applicable to it or its property, including all applicable environmental laws, laws for the welfare and protection of animals, sanctions laws and anti-money laundering laws, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect;

(h) ensure that all proceeds of the DIP Intercompany Loans are paid only to DIP Guarantors and in accordance with the DIP Budget and to bank accounts

maintained with the Cash Management Banks which are subject to the DIP Charge;

(i) within 30 calendar days after the date that the ARIO is granted, enter into deposit account control agreement(s), in form and substance satisfactory to the DIP Agent, in respect of all their accounts with BMO Bank N.A.;

(j) comply with the DIP Budget, subject to the variances which may include either (i) variances which do not constitute an Event of Default pursuant to Section 1.1(26) or Section 1.1(27) of Schedule E or (ii) variances that have been consented to by the DIP Agent on behalf of the DIP Lenders;

(k) pay all its obligations arising after the CCAA Filing Date promptly and in accordance with their terms as provided for in the current DIP Budget, and pay and discharge all lawful claims for labour, materials and supplies or otherwise arising after the CCAA Filing Date which, if unpaid, would become a Lien or charge upon such properties or any part thereof ranking senior in priority to the Liens securing the obligations under the Existing Senior Secured Credit Agreement; provided, however, that the DIP Loan Parties shall not be required to pay and discharge or to cause to be paid and discharged any such Tax, assessment, charge, levy or claim so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings, in each case, if the DIP Loan Parties shall have set aside on their books adequate reserves therefor in conformity with GAAP;

(l) provide the DIP Agent with copies of all motions, applications, petitions, proposed Court Orders (including without limitation, the draft CCAA Initial Order, the ARIO, the SISP Order and any SISP Transaction Approval Orders) or other materials or documents that any of the DIP Loan Parties intend to file in the CCAA Proceedings or the US Chapter 15 Proceedings at least three (3) Business Days prior to any such filing or, where it is not practically possible to do so within such time, as soon as possible and in any event not less than one day prior to the date on which such motion, application, petition, proposed Court Order or other materials or document is served on the service list in respect of the CCAA Proceedings or the US Chapter 15 Proceedings; provided that prior to the filing or service, all such materials and documents by the DIP Loan Parties shall be in form and substance acceptable to the DIP Agent, acting reasonably, to the extent that any such materials or documents may have a Material Adverse Effect;

(m) conduct the SISP in a timely fashion and in accordance with the SISP Procedures (including to achieve the related DIP Milestones and timelines) and strictly comply with the SISP Order;

(n) achieve, in a timely fashion, the DIP Milestones by the dates set forth in Schedule J for the achievement of such DIP Milestones;

(o) provide the DIP Agent with regular updates with respect to the conduct of the SISP, the status of any SISP Transactions, progress towards the achievement of the DIP Milestones, the collection of accounts and any process conducted to sell or assign other material assets, including, without limitation, hosting weekly update calls with the Monitor, as well as all additional material information impacting the CCAA Proceedings or the US Chapter 15 Proceedings;

(p) deliver to the DIP Agent the reporting and other information from time to time reasonably requested by the DIP Agent and that are set out in this DIP Term Sheet and the other DIP Loan Documents including, without limitation, the Variance Reports at the times set out herein;

(q) use the proceeds of the DIP Credit Facility only in accordance with Section 16 and in accordance with the restrictions set out herein and not use the proceeds of the DIP Credit Facility to repay any pre-filing obligations other than as authorized under the CCAA Initial Order, the ARIO or any other applicable Court Order;

(r) promptly notify the DIP Agent of any Default or Event of Default, or any material claims, proceedings, litigation or actions in respect of which a complaint, notice of claim or a statement of claim has been served upon a DIP Loan Party or of which a DIP Loan Party otherwise has notice;

(s) promptly notify the DIP Agent of all material developments with respect to the business affairs of the DIP Loan Parties, the SISP, any SISP Transaction, the DIP Milestones, the CCAA Proceedings and the US Chapter 15 Proceedings;

(t) ensure that the Monitor is appointed as the foreign representative in the US Chapter 15 Proceedings;

(u) preserve and maintain in full force and effect such DIP Loan Party's corporate or other existence and all governmental rights, privileges, qualifications, permits, licenses and franchises necessary or desirable in the Ordinary Course of its business, including without limitation, all relevant Permits; provided that, notwithstanding the foregoing, such failure to preserve the same shall only be permitted if it could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(v) at all times maintain adequate insurance coverage, including crop insurance and necessary or desirable flood insurance, with the DIP Agent and the DIP Lenders named as additional insureds and loss payees, as is customary with companies in the same or similar business of such type, in such amounts and against such risks as is prudent for a business of its nature with financially sound and reputable insurers and that contain reasonable coverage and scope, provided that the DIP Loan Parties shall provide the DIP Agent with copies of drafts of all new insurance policies, amendments or renewals and shall not enter into such insurance policies, amendments or renewals without the DIP Agent's prior written consent, not to be unreasonably withheld or delayed;

(w) subject to the CCAA and the Court Orders, grant the DIP Agent and its professional advisors reasonable access to the Collateral and the DIP Loan Parties' business, properties, and books and records in connection with matters reasonably related to the DIP Credit Facility, the SISP or any SISP Transaction;

(x) ensure that the DIP Loan Parties' financial advisor, their other advisors and their senior management team are available to meet with and respond to enquiries and information requests from the DIP Agent, the DIP Lenders and their advisors as may be reasonably required, and in any event no less frequently than once per month (and in the case of senior management not more than once a week), and to provide them with updates as to progress of the SISP, any SISP Transaction and progress in achieving the DIP Milestones;

(y) maintain all of their cash management services, bank accounts and investment accounts with the Cash Management Banks;

(z) the DIP Loan Parties shall (i) not renew or apply for any Canadian Grain Commission license, and (ii) use their commercially reasonable efforts, taking into account the Canadian Grain Commissions (the "**CGC**") procedures, to arrange for Letter of Credit No. OSB82312CGY issued to the CGC to be returned to The Bank of Nova Scotia for cancellation within one-hundred and twenty (120) days from the Effective Date; and

(aa) promptly pay interest when due in respect of the Existing Senior Secured Obligations and the BNS Bi-Lateral Leased Equipment Debt, and for greater certainty, the Borrowers shall, upon the satisfaction of the Further Availability Conditions, pay all such interest due in respect of the Existing Senior Secured Obligations but unpaid prior to the commencement of the CCAA Proceedings.

2. Negative Covenants

Each DIP Loan Party hereby covenants and agrees in favour of the DIP Agent and the DIP Lenders that, so long as the DIP Lenders are committed to make loans under the DIP Credit Facility and thereafter so long as any indebtedness remains outstanding under the DIP Credit Facility, such DIP Loan Party shall not:

(a) make any payment, including, without limitation, any payment of principal, interest or fees, in respect of pre-filing indebtedness, or in respect of any other pre-filing liabilities, including payments with respect to pre-filing trade or unsecured liabilities of the DIP Loan Parties, other than as required or permitted pursuant to the CCAA Initial Order or the ARIO or as otherwise expressly permitted under this DIP Term Sheet or the DIP Budget;

(b) make any payment, prepayment, redemption, purchase or exchange of any equity, or amend or modify any of the terms thereof, except as expressly permitted by the terms of the CCAA Initial Order or the ARIO;

(c) use any of the proceeds of the DIP Loans to make any investment, payment, distribution, loan, return of equity or other payment, to the Individual Borrower or any person related to the Individual Borrower, other than as required or permitted under the DIP Budget;

(d) pay any dividends, distributions or advances to shareholders of the DIP Loan Parties, or any management bonus or similar payments, except to the extent expressly provided for in the approved DIP Budget;

(e) enter into any transaction with any affiliate or related person, unless such transaction is on terms that are not less favorable to such DIP Loan Party or such subsidiary, as the case may be, other than any DIP Intercompany Loans and those transactions that might be obtained at the time in a comparable arm's-length transaction from a Person who is not an affiliate or related Person (as reasonably determined by such DIP Loan Party in good faith);

(f) undertake any actions with respect to their business operations and/or capital structure which would have a Material Adverse Effect;

(g) change its fiscal year;

(h) issue any equity;

(i) enter into any other credit facilities (whether before or after the CCAA Filing Date) secured senior in priority or *pari passu* to the DIP Charge;

(j) (i) create or permit to exist any indebtedness, including the giving of any guarantees, other than (A) the indebtedness existing as of the date of this DIP Term Sheet and disclosed to the DIP Agent and the DIP Lenders in writing, (B) the DIP Obligations, (C) post-filing trade payables or other unsecured obligations incurred in the Ordinary Course in accordance with the DIP Budget and the CCAA Initial Order or the ARIO, (D) the DIP Intercompany Loans or (E) any indebtedness secured by the Permitted Liens; or (ii) make or give any financial assurances, in the form of bonds, letter of credit, financial guarantees or otherwise to any Person or Governmental Authority;

(k) create or permit to exist any Liens on any of its properties or assets other than the Permitted Liens;

(l) challenge, or support any challenge of, the DIP Term Sheet or the other DIP Loan Documents, the DIP Obligations, the DIP Charge or the Existing Senior Secured Obligations or the priorities thereof;

(m) enter into any merger, amalgamation, consolidation, reorganization or recapitalization, sale or any transaction resulting in the change of ownership or control of the Borrowers or any of the other DIP Loan Parties, without the prior written consent of the DIP Agent or pursuant to one or more SISP Transactions;

(n) without the prior written consent of the DIP Agent, (i) declare or pay any dividends on, or make any other distributions (whether by reduction of capital or otherwise) with respect to any of their issued and outstanding shares or other equity interest except to other DIP Loan Parties, (ii) make any intercompany loans other than the DIP Intercompany Loans, or (iii) make any other payment or other transfer of funds;

(o) sell or otherwise dispose of any of its assets out of the Ordinary Course of its business or which have an aggregate net book value in excess of CDN$10,000,000 million except as contemplated by the SISP and as authorized by a Court Order in form and substance reasonably satisfactory to the DIP Agent; notwithstanding the foregoing, the Borrowers may consummate dispositions outside the Ordinary Course (i) with prior approval of the DIP Agent, the Court and the Monitor, that are necessary for operational stability or value preservation not contemplated by the SISP, provided net proceeds are applied in accordance with Section 34 or (ii) with the consent of the Monitor, of feeder cattle subject to the FCC Lien as provided for in the then-current DIP Budget;

(p) enter into any agreements (including any amendments thereto) relating to any SISP Transaction that do not provide for the indefeasible repayment in cash of the DIP Obligations and the Existing Senior Secured Obligations without the prior written consent of (i) the DIP Agent and the DIP Lenders and (ii) the Existing Senior Secured Agent and the Existing Senior Secured Lenders;

(q) make any material change to its existing senior management arrangements without the prior written consent of the DIP Agent;

(r) seek, obtain or support any Court Order or any amendment or modification to a Court Order except with the prior written consent of the DIP Agent, in its sole discretion, (i) in respect of any Court Order or amendment thereto relating to the DIP Credit Facility, the SISP, any SISP Transaction or any other matter that adversely affects the DIP Agent or the DIP Lenders and (ii) acting reasonably in respect of any other Court Order or amendment or modification thereto;

(s) other than the SISP Order or a SISP Transaction Approval Order with respect to a SISP Transaction, commence, continue or seek Court approval of any other sale, liquidation or restructuring transaction without the prior written consent of the DIP Agent and the Majority DIP Lenders, acting reasonably;

(t) change its jurisdiction of organization, change its name, or change its corporate or capital structure (including its organizational documents) or enter into any agreement committing to such actions;

(u) enter into any settlement agreement or agree to any settlement arrangements in connection with any litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are threatened or pending against any one of them without the prior written consent of the DIP Agent, or make any

payments or repayments to customers, outside the Ordinary Course, other than those set out in the DIP Budget, provided that the foregoing shall not limit the ability of the DIP Loan Parties to provide a discount or enter into a settlement with a customer in connection with the collection of accounts receivable provided that the aggregate amount of such discounts or settlements does not exceed $500,000 (or its US Dollar Equivalent Amount) without the prior approval of the Monitor;

(v) open any deposit, securities or other account with any financial institution other than the Cash Management Banks;

(w) create any new subsidiary; or

(x) seek, or consent to the appointment of, a receiver, interim receiver, receiver and manager or trustee in bankruptcy or any similar official in respect of any DIP Loan Party in any jurisdiction.

3. Reporting Covenants

Each DIP Loan Party hereby covenants and agrees in favour of the DIP Agent and the DIP Lenders that, so long as the DIP Lenders are committed to make loans under the DIP Credit Facility and thereafter so long as any indebtedness remains outstanding under the DIP Credit Facility, such DIP Loan Party shall:

(a) ***Pre-Filing Payments Report***: deliver, a written report to the DIP Agent not less than 24 hours prior to making any Permitted Pre-Filing Payment in excess of CDN$100,000, providing details as to the amount, recipient and nature of any such proposed pre-filing payment together with a statement as to the cumulative balance of all pre-filing payments including such proposed payment and, for greater certainty, including payments which are individually less than CDN$100,000; provided that if such report is not delivered to the DIP Agent at least 24 hours prior to making any such payment, the Borrowers shall, and shall request the Monitor to, deliver such report to the DIP Agent as soon as possible and not later than close of business on the date such payment is made;

(b) ***Quarterly Financials***: commencing with the fiscal quarter ending April 30, 2026, as soon as available and in any event within 45 days after the end of each of the first three quarters of each fiscal year of the DIP Loan Parties, a consolidated balance sheet of the DIP Loan Parties as of the end of such quarter, and consolidated statements of income and cash flows of the DIP Loan Parties for the period commencing at the end of their previous quarter and ending with the end of such quarter, and consolidated statements of income and cash flows of the DIP Loan Parties for the period commencing at the end of their previous fiscal year and ending with the end of such quarter, setting forth, in each case in comparative form the corresponding figures for the corresponding period of their immediately preceding fiscal year, all in reasonable detail and duly certified (subject to normal year-end audit adjustments) by a responsible officer of the Canadian Borrower as

having been prepared in accordance with GAAP, together with a certificate of said officer stating that no Default has occurred and is continuing or, if a Default has occurred and is continuing, a statement as to the nature thereof and the action that the DIP Loan Parties have taken and propose to take with respect thereto along with schedules (A) setting out the basis of the combination and consolidation of such financial information in respect of the DIP Loan Parties and (B) commencing with the quarterly financial statements delivered in connection with the fiscal quarter end of April 30, 2026, setting out results of each business unit consisting of "grain and oilseeds", "vegetables", "cattle" and "seed & marketing" operations;

(c) ***DIP Budgets***: promptly provide to the DIP Agent the DIP Budget, revised DIP Budgets and Variance Reports as required in accordance with Section 37;

(d) ***Crop Harvest Report***: as soon as available and, in any event, by October 31 in each year, a management report on the crop harvest results, such report to be in a form and containing such information as may be required by the DIP Agent, acting reasonably;

(e) ***Insurance Policies*** – (A) prior to any establishment, amendment or renewal of any new or existing crop, revenue or gross margin insurance policy, drafts of such new policy or amendment or renewal, (B) promptly following the establishment, amendment or renewal of any insurance policy, and also upon request by the DIP Agent, copies of all insurance policies in respect of the Borrowers and the other DIP Loan Parties and their assets and operations and any amendments or renewals and (C) within 10 days of the issuance, re-issuance or extension of any "Receivables Insurance Policy", and also upon any additional request by the DIP Agent, a copy of such receivables insurance policy along with all supporting documentation in connection therewith;

(f) ***Leased Land***: from time to time, at the request of the DIP Agent, a detailed listing of all land leased by the Borrowers and the other DIP Loan Parties (excluding Crown lands), which report shall be in form and substance satisfactory to the DIP Agent, acting reasonably, and, without limitation, shall include the jurisdiction, the land legal description and lease maturity date and shall indicate if harvested crops are stored on the leased land; and

(g) ***Appraisals***: from time to time, at the request of the DIP Agent, the Borrowers and the other DIP Loan Parties shall deliver bare land appraisals on all land or appraisals of any other real estate assets of the DIP Loan Parties that are subject to the DIP Charge, by an appraiser or appraisers satisfactory to the DIP Agent, acting reasonably, which appraisals shall be satisfactory to the DIP Agent, acting reasonably.

Schedule E – Events of Default

The occurrence or continuance of any of the following events shall constitute an "**Event of Default**" for the purposes of this DIP Term Sheet:

(1) any of the DIP Loan Parties fails to pay any principal of any DIP Loan when the same shall become due and payable or any DIP Loan Party fails to make any payment of interest or fees or any other payment under this DIP Term Sheet or any DIP Loan Document within three (3) Business Days after the same becoming due and payable;

(2) any representation or warranty made by any DIP Loan Party (or any of its officers) under or in connection with this DIP Term Sheet or the other DIP Loan Documents shall prove to have been incorrect in any material respect when made or deemed made;

(3) any DIP Loan Party fails to perform or observe (i) any term, covenant or agreement contained in Section 1 or Section 2 of Schedule D, (ii) any other term, covenant or agreement contained in Section 3 of Schedule D if such failure remains unremedied for three (3) Business Days or (iii) any other term, covenant or agreement (other than those listed in clause (i) and (ii) above) contained in this DIP Term Sheet or the other Loan Documents, if such failure shall remain unremedied for 10 Business Days;

(4) the issuance of a CCAA Initial Order or ARIO (and any other required orders in the CCAA Proceedings), unless such CCAA Initial Order or ARIO is satisfactory in form and substance to the DIP Agent, and such CCAA Initial Order or ARIO approves and authorizes the DIP Loan Parties to file for protection under the CCAA, approves the DIP Credit Facility as interim financing, grants the DIP Charge with the priority contemplated herein, authorizes the payment by the DIP Loan Parties of all principal, interest and fees provided for under the DIP Credit Facility, and grants all relief customarily associated with such a filing including the provision of stays against the Borrowers' and the other DIP Loan Parties' creditors;

(5) failure of the DIP Loan Parties to have filed an application with the Court, in form and substance satisfactory to the DIP Agent, seeking an ARIO, on or before April 28, 2026;

(6) the ARIO is not approved by the Court on or prior to May 6, 2026;

(7) the DIP Loan Parties fail to receive the US Provisional Recognition Order from the US Bankruptcy Court by April 24, 2026;

(8) the US Bankruptcy Court refuses to recognize any order in the CCAA Proceeding, and such refusal has or could reasonably be expected to have a Material Adverse Effect;

(9) (i) any of the CCAA Proceedings shall be dismissed or converted to a proceeding under the BIA, or any of the US Chapter 15 Proceedings shall be dismissed or converted to a proceeding under Chapter 7 of the US Bankruptcy Code, or a receiver, interim receiver or receiver-manager is appointed for any of the DIP Loan Parties (without the consent of the DIP Agent), or any DIP Loan Party shall file an application, motion, petition or other pleading or

support an application, petition, motion or other pleading filed by any other Person seeking, or fail to contest in a timely and appropriate manner, any of the foregoing actions or proceedings; (ii) the Court or the US Bankruptcy Court, as the case may be, shall enter any material (in the discretion of the DIP Agent or the Majority DIP Lenders, acting reasonably) Court Order or Court Orders granting relief from any stay, including any Court Order or Court Orders granting relief from the stay of proceedings contained in the CCAA Initial Order, the ARIO or the US Provisional Recognition Order, including to the holder or holders of any security interest to permit foreclosure or enforcement (or the granting of a deed in lieu of foreclosure or the like) or other exercise of rights or remedies on any assets of the DIP Loan Parties, or any DIP Loan Party shall file a motion or other pleading or support a motion or other pleading filed by any other Person seeking, or fail to contest in a timely and appropriate manner, any of the foregoing Court Orders; or (iii) an application shall be filed by any DIP Loan Party for the approval of any other Lien in any of the CCAA Proceedings or US Chapter 15 Proceedings which is *pari passu* with or senior to the claims of the DIP Agent and the DIP Lenders against any DIP Loan Parties pursuant to this DIP Term Sheet, the other DIP Loan Documents and the Court Orders, or there shall arise or be granted any such *pari passu* or senior Lien other than the Permitted Liens, to the extent of the scope and priority provided therein; or (iv) an application shall be filed by any DIP Loan Party for any refinancing of the DIP Obligations, in whole or in part, or (v) an application shall be filed by any DIP Loan Party for the approval of any other priority charge in any of the CCAA Proceedings or the US Chapter 15 Proceedings which is *pari passu* with or senior to the DIP Charge, or there shall arise or be granted any such *pari passu* or senior charge; or (vi) any of the stays granted pursuant to the CCAA Initial Order, the ARIO or the US Provisional Recognition Order expires without being extended;

(10) any DIP Loan Party shall make, bring or file an application, motion or petition in the CCAA Proceedings or in the US Chapter 15 Proceedings: (i) to obtain financing from any Person other than DIP Lenders that does not satisfy in full all Senior Secured Obligations; or (ii) to obtain financing or interim financing for such DIP Loan Party from any Person other than the DIP Lenders or with respect to the existence of any charge, in each case which is or which is claimed to be senior to or *pari passu* with the priority of the DIP Lenders' claims or DIP Charge (except as expressly provided herein) (in each case, other than with respect to a financing or interim financing used, in whole or part, to repay in full the Existing Senior Secured Obligations); or (iii) to effect any other action or actions adverse to the DIP Agent or DIP Lenders or their rights and remedies hereunder or their interest in the Collateral that would, individually or in the aggregate, have a Material Adverse Effect;

(11) an order of the Court or the US Bankruptcy Court shall be granted or entered (i) without the prior written consent of the DIP Agent and the Majority DIP Lenders, reversing, staying, vacating, amending, supplementing or modifying CCAA Initial Order, the US Provisional Recognition Order or the ARIO; or (ii) granting a claim which is senior or *pari passu* with the priority of the Liens of the DIP Agent and the DIP Lenders pursuant to the DIP Loan Documents and the CCAA Initial Order, the US Provisional Recognition Order or the ARIO or a priority charge which is senior to or *pari passu* with the DIP Charge, or any DIP Loan Party shall file an application, motion, petition or other pleading or support an application, motion, petition or other pleading filed by any other Person seeking, or fail to contest in a timely and appropriate manner, any of the foregoing Court Orders in this paragraph (11);

(12) an order of the Court or the US Bankruptcy Court shall be granted or entered avoiding or requiring disgorgement of any portion of the payments made on account of the obligations owing to the DIP Agent, the Cash Management Banks or the DIP Lenders under this DIP Term Sheet or the other DIP Loan Documents.

(13) any DIP Loan Party defaults in any material respect in the due observance or performance of any term or condition contained in any Court Order, including the making of payments of any kind not permitted by the CCAA Initial Order, the US Provisional Recognition Order or the ARIO (as amended in accordance with the consent of the DIP Agent and the Majority DIP Lenders);

(14) if any DIP Loan Party fails to achieve any DIP Milestone by the date it is required to be so achieved, as set forth in Schedule J;

(15) the unpaid and overdue amount secured by the Permitted Priority Liens of any DIP Loan Party (not including any unpaid and overdue amounts secured by the FCC Lien) at any time after the date the ARIO has been approved exceeds CDN$5,000,000 unless the amount of same is being contested by the applicable DIP Loan Party in good faith by appropriate proceedings promptly instituted and diligently conducted, and so long as the DIP Agent is satisfied that the value of the Collateral is sufficient to ensure payment of the DIP Obligations;

(16) any of the DIP Loan Parties ceases (or threatens to cease) to carry on business in the Ordinary Course or undertakes any actions with respect to its business operations and/or capital structure which would, in the sole determination of the DIP Agent, have a Material Adverse Effect on such DIP Loan Party;

(17) any provision of this DIP Term Sheet or any of the other DIP Loan Documents shall for any reason cease to be valid and binding on or enforceable against any DIP Loan Party intended to be a party to such provision;

(18) the denial or repudiation by any DIP Loan Party of the legality, validity, binding nature or enforceability of (i) this DIP Term Sheet or any of the other DIP Loan Documents, or (ii) Existing Senior Secured Obligations;

(19) if the DIP Charge shall for any reason cease to create a valid and perfected lien on and security interest (or charge, as applicable) in the Collateral purported to be covered thereby;

(20) if a competent Governmental Authority fails to renew any Permit and such failure has a Material Adverse Effect;

(21) if there is a change to the Borrowers' existing senior management compensation that is not acceptable to the DIP Agent or the Majority DIP Lenders;

(22) if there occurs a change of ownership or control of any of the DIP Loan Parties;

(23) if any of the DIP Loan Parties makes any payments of any kind not permitted by the CCAA Initial Order or ARIO as either may be amended from time to time or not permitted under

this DIP Term Sheet or the other DIP Loan Documents which is not materially consistent with the DIP Budget;

(24) if there is any change to the governance of the Borrowers that is not acceptable to the DIP Agent;

(25) a Variance Report is not delivered when due under this DIP Term Sheet, unless agreed among the DIP Loan Parties, the Monitor and the DIP Agent;

(26) for a relevant bi-weekly period in the DIP Budget, the Cumulative Actual Disbursements calculated as of the last Business Day of such bi-weekly period exceed the Cumulative Budgeted Disbursements for such bi-weekly period by more than the greater of (x) fifteen percent (15%) and $1,000,000 or (y) such other amount as requested by the Borrowers and agreed by the DIP Agent; or

(27) for a relevant bi-weekly period in the DIP Budget, the Cumulative Actual Receipts calculated as of the last Business Day of such bi-weekly period are less than the Cumulative Budgeted Receipts for such bi-weekly period by more than the greater of (x) fifteen percent (15%) and $1,000,000 or (y) such other amount as requested by the Borrowers and agreed by the DIP Agent.

Schedule F – [Not used]

Schedule G – Form of Draw Request

DIP CREDIT FACILITY – DRAW REQUEST

TO: **THE BANK OF NOVA SCOTIA** (the "**DIP Agent**")

AND TO: **FTI CONSULTING CANADA INC.** (the "**Monitor**")

FROM: **MONETTE FARMS LTD. and MONETTE FARMS USA, INC.** (collectively, the "**Borrowers**")

DATE: **●, 20●**

We refer to the Senior Secured Debtor-In-Possession Interim Financing Term Sheet Agreement dated as of April 17, 2026 (as amended, restated and otherwise modified from time to time, the "**DIP Term Sheet**"), among the Borrowers, the DIP Guarantors signatory thereto, the financial institutions signatory thereto as lenders (the "**DIP Lenders**") and the DIP Agent. Unless otherwise defined herein, all capitalized terms used in this Draw Request will have the meanings given to such terms in the DIP Term Sheet.

The Borrowers hereby irrevocably request the following advance of DIP Loans under the DIP Credit Facility in accordance with Section 13:

(1) the advance of the DIP Loan(s) is in respect of *(check one)*:

		Availability
Initial Availability Amount	☐	[●]
Further Availability Amount	☐	[●]

(2) the type, amount and currency of the Loan(s) are as follows *(check all that apply)*:

Type of Loan	**Currency**	**Amount**
CAD Prime Rate Loan	CDN$	[●]
US Base Rate Loan	US$	[●]

(3) the proceeds of the Loan(s) shall be deposited in the following account(s) at the Cash Management Banks:

Currency	**Account Particulars**
CDN$ Loan Proceeds	[●]
US Base Rate Loan	[●]

(4) the draw down date for the Loan(s) is: [●], 2026

Each of the Borrowers hereby represents and warrants to the DIP Agent and the DIP Lenders as follows:

(a) the advance of DIP Loans requested under this Draw Request is in accordance with Section 13 of the DIP Term Sheet;

(b) the Initial Availability Conditions or the Further Availability Conditions, as the case may be, have been satisfied or waived in writing by the DIP Agent and the Majority DIP Lenders;

(c) the representations and warranties set forth in Schedule C of the DIP Term Sheet are true and accurate in all material respects as of the date hereof, as though made on and as of the date hereof;

(d) the proceeds of the DIP Loans shall be used only as permitted by Section 16 of the DIP Term Sheet;

(e) the DIP Loan Parties are in compliance with the covenants and all other terms and conditions set forth in the DIP Term Sheet, other than those that have been waived in writing by the DIP Agent and the Majority DIP Lenders; and

(f) no Default or Event of Default has occurred and is continuing nor will the making of the requested advance result in the occurrence of any such event.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the undersigned has executed this Draw Request on the date first above written.

MONETTE FARMS LTD.

By: _____
Name:
Title:

MONETTE FARMS USA, INC.

By: _____
Name:
Title:

Schedule H – Form of CCAA Initial Order

(See attached)

Schedule I – Initial DIP Budget

(See attached)

Schedule J – DIP Milestones

No.	Milestone	Deadline
1.	The Court shall have granted a Court Order, in form and substance acceptable to the DIP Agent, acting reasonably, approving the SISP and the SISP Procedures (the "**SISP Order**").	**Within 45 calendar days of the granting of the ARIO**
2.	The DIP Loan Parties shall enter into binding definitive purchase and sale agreements in respect of owned lands, equipment, fixtures (and any inventory or other personal property directly related to such sales), in each case on terms acceptable to the DIP Agent, such that the aggregate of: (i) gross cash proceeds of sales of owned lands received by the DIP Loan Parties after January 1, 2026; and (ii) the anticipated gross cash proceeds of (A) sales of owned lands completed prior to the date of this DIP Term Sheet that have closed in the fiscal year 2026, plus (B) sales of owned lands that are the subject of binding definitive purchase and sale agreements entered into by the DIP Loan Parties, is not less than CDN$[redacted] (or the Equivalent Amount thereof).	**October 31, 2026**
3.	The net proceeds of the transactions referred to in Milestone 2 have been applied in permanent reduction of the Existing Senior Secured Obligations.	**December 1, 2026**
4.	The DIP Loan Parties shall have applied for one or more SISP Transaction Approval Orders to approve bids identified in the SISP that, when closed, would successfully recapitalize or refinance the DIP Loan Parties' business and, among other things, repay the Existing Senior Secured Obligations in full.	**January 15, 2027**
5.	The Existing Senior Secured Obligations shall be indefeasibly repaid in full in cash.	**March 1, 2027**

Schedule K – Organizational Chart

(See attached)

Schedule L – Jurisdictions and Locations

Loan Party	Jurisdiction of Organization	Registered Office Address	Chief Executive Office and Principal Place of Business
Monette Farms Ltd.	Saskatchewan	717 South Railway Street West, Swift Current Saskatchewan S9H 2Y9	Alberta
Monette Farms Ontario Corp.	Ontario	16 Neekaunis Road, Waubaushene, Ontario L0K 2C0	Alberta
NexGen Seeds Ltd.	Saskatchewan	51 1st Ave NW, Swift Current, Saskatchewan S9H 0M5	Alberta
Monette Produce Ltd.	Saskatchewan	410-475 2nd Avenue South, Saskatoon, Saskatchewan S7K 1P4	Alberta
Monette Land Corp.	Saskatchewan	51 1st Ave NW, Swift Current, Saskatchewan, Canada, S9H 0M5	Alberta
DMO Holdings Ltd.	Saskatchewan	51 1st Ave NW, Swift Current, Saskatchewan S9H 0M5	Alberta
Goat's Peak Winery Ltd.	British Columbia	1800 - 1631 Dickson Avenue, Kelowna, British Columbia V1Y 0B5, Canada	Alberta
Monette Farms BC Ltd.	British Columbia	1800 – 1631 Dickson Avenue, Kelowna, British Columbia V1Y 0B5	Alberta
Monette Farms BC GP Ltd.	British Columbia	1800 – 1631 Dickson Avenue, Kelowna, British Columbia V1Y 0B5	Alberta
Monette Farms BC Limited Partnership	British Columbia	1800 – 1631 Dickson Avenue, Kelowna, British Columbia V1Y 0B5	Alberta
Monette Farms Land GP Ltd.	Ontario	222 Bay Street, Suite 3000, Toronto, Ontario M5K 1E7	Alberta
Monette Farms Land Limited Partnership	Ontario	222 Bay Street, Suite 3000, Toronto, Ontario M5K 1E7	Alberta
Monette Farms Land II GP Ltd.	Ontario	222 Bay Street, Suite 3000, Toronto, Ontario	Alberta

Loan Party	Jurisdiction of Organization	Registered Office Address	Chief Executive Office and Principal Place of Business
		M5K 1E7	
Monette Farms Land II Limited Partnership	Ontario	222 Bay Street, Suite 3000, Toronto, Ontario, M5K 1E7	Alberta
Monette Seeds Ltd.	Saskatchewan	51 1st Ave NW, Swift Current, Saskatchewan S9H 0M5	Alberta
DMO Holdings USA, Inc.	Arizona	39332 W. Camelback Rd. Tonopah, Arizona Maricopa 85354 USA	Alberta
Monette Seeds USA, LLC	Arizona	39332 W. Camelback Rd. Tonopah, Arizona Maricopa 85354 USA	Arizona
Monette Farms Arizona, LLC	Arizona	39332 W. Camelback Rd. Tonopah, Arizona Maricopa 85354 USA	Arizona
Monette Farms USA, Inc.	Montana	1555 Campus Way Suite 201 Steven T. Small Billings, Montana 59102 USA	Montana
Monette Produce, LLC	Arizona	39332 W. Camelback Rd. Tonopah, Arizona Maricopa 85354 USA	Arizona
1012595 DE Inc.	Delaware	800 North State Street – Suite 304 – Dover DE 19901	Montana