COURT FILE NUMBER	2601-07148
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended AND IN THE MATTER OF THE 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	**AFFIDAVIT NO. 1 OF DARRELL BISHOP**

Clerk's Stamp

JUDICIAL CENTRE OF CALGARY
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Nov 16, 2026
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CLERK OF THE COURT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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File No.: 063030-01
Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel

AFFIDAVIT OF: **DARRELL BISHOP**

SWORN ON: **November 16, 2026**

I, Darrell Bishop, of the City of Gilbert, in the State of Arizona, SWEAR AND SAY THAT:

1. I am the Chief Restructuring Advisor of the Monette Farms group (the "**Group**"). The Group is comprised of Monette Farms Ltd. ("**Monette Farms**"), NexGen Seeds Ltd., Monette Farms Ontario Corp., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE Inc., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the "**Applicants**"), and also includes three limited partnerships, being Monette Farms Land LP, Monette Farms Land II LP, and Monette Farms BC LP (together, the "**LPs**").

2. As a result, I have personal knowledge of the facts and matters deposed to, except where stated to be based on information and belief, and where so stated I do verily believe the same to be true.

3. I am authorized to swear this affidavit as a corporate representative of the Group.

4. In preparing this affidavit, I consulted with the Group's management teams and advisors. I have also reviewed relevant documents and information concerning the Group's operations and financial affairs.

5. All references to currency in this affidavit are references to Canadian dollars, unless otherwise indicated.

6. On April 17, 2026, Darrel Noel Monette swore an affidavit (the "**First Monette Affidavit**") in support of an originating application by the Applicants for an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act* R.S.C. 1985, c C-36, as amended (the "**CCAA**"). The Initial Order was granted on April 21, 2026.

7. On April 28, 2026, Darrel Noel Monette swore an affidavit (the "**Second Monette Affidavit**") in support of an application by the Applicants for an amended and restated initial order (the "**ARIO**"). The ARIO was pronounced on May 1, 2026.

8. On June 1, 2026, Darrel Noel Monette swore an affidavit (the "**Third Monette Affidavit**") in support of an application by the Applicants for, among other things, an order (the "**SISP Approval Order**"), approving, among other things, the sale and investment solicitation process (the "**SISP**"). The SISP Approval Order was pronounced on June 12, 2026.

9. On August 11, 2026, Darrel Noel Monette swore an affidavit (the "**Fourth Monette Affidavit**") in support of an application by the Applicants for:

    a. an order (the "**Arizona SAVO**") approving, among other things, the sale of certain Arizona farmland (the "**Arizona Transaction**"). The Arizona SAVO was pronounced on

August 19, 2026; and

b. an order sealing the Arizona transaction. The order was pronounced on August 19, 2026.

10. On November 2, 2026, Darrel Noel Monette swore an affidavit (the “**Fifth Monette Affidavit**”) in support of an application by the Applicants for an order extending the Stay Period from November 13, 2026, up to and including November 25, 2026.

11. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the ARIO.

I. RELIEF REQUESTED

12. This affidavit is sworn in support of an application (the "**Application**") by the Applicants for, among other things:

a. an order (the "**Montana SAVO**"):

i. if necessary, abridging the time for service of the Application and supporting materials, and declaring service to be good and sufficient;

ii. approving the Purchase and Sale Agreement dated November 15, 2026 (the “**Montana PSA**”) between Monette Farms USA Inc. (as seller) and HTD Far West, LLC and/or its assigns (the “**Montana Purchaser**”), and authorizing the completion of the transactions contemplated therein (the "**Montana Transaction**"); and

iii. removing or discharging the Charges (as defined in the ARIO) and any Canadian-domiciled claims, charges, liens or encumbrances to the extent they attach to the Montana Purchased Assets (as defined herein);

b. an order (the "**Sealing Order**"), sealing my Confidential Affidavit sworn November 16, 2026 (the "**Confidential Affidavit**"), until the earlier of:

i. the filing of the monitor's certificates confirming that the Montana Transaction has closed;

ii. the termination of these CCAA proceedings; or

iii. further order of this Court,

(the "**Unsealing Date**");

c. an order (the "**Stay Extension Order**") extending the Stay Period (as defined in the ARIO) from November 25, 2026 to January 20, 2027; and

d. such other relief as this Honourable Court deems appropriate.

II. OVERVIEW AND UPDATE SINCE THE FIFTH MONETTE AFFIDAVIT

13. Since the swearing of the Fifth Monette Affidavit, the Group, in consultation and with the assistance of the Monitor, has been working in good faith and with due diligence to:

a. stabilize their businesses and operations;

b. engage with their suppliers, vendors, employees, contractual counter parties, regulatory authorities, and other stakeholders regarding these CCAA proceedings, the Applicants' business, and various other issues; and

c. assist the Monitor with the (i) continuation of the SISP, and (ii) negotiation of sale offers.

14. Pursuant to the SISP and the SISP Approval Order, any sale of property located in the United States requires the approval of the US Bankruptcy Court, in addition to any applicable approval of this Court.

15. The Monitor, with the assistance of the Group and in consultation with the DIP Agent, has continued to advance the SISP. As described in Section III below, the Monitor negotiated the Montana PSA, for which approval is sought on this Application. The Monitor also continues to engage and negotiate with certain parties participating in the SISP in respect of the remaining Property.

16. The SISP milestones pursuant to paragraphs 16, 53, and 54 of the SISP have been extended. The Binding Bid Deadline (as defined in the SISP) was extended to November 3, 2026 and the SISP Termination Date (as defined in the SISP) was extended to 12 pm (MT) on December 4, 2026. I have been advised by legal counsel that notice of the extension was circulated to the service list in this matter on October 15, 2026 by the Monitor. The extension of the Binding Bid Deadline and the SISP Termination Date was made to provide the Group and the Monitor with additional time to continue negotiations.

III. MONTANA SAVO

17. The Group, through Monette Farms USA, Inc. ("**Monette USA**"), is the owner of certain real property located in the State of Montana (the "**Montana Lands**"), as legally described at Schedule "A" to the Montana PSA, and holds an interest in a number of leases in Montana (the "**Lease Acreage**"), including but not limited to those listed in Schedule "C" to the Montana PSA (together, the Montana Lands and the Lease Acreage shall be referred to as the "**Montana Purchased Assets**").

18. Prior to the commencement of these CCAA proceedings, the Montana Purchased Assets were marketed for sale pursuant to the pre-filing Sale Programme described at paragraphs 153 to 158 of the First Monette Affidavit. The Montana Purchased Assets were not listed publicly, but rather marketed by private outreach of Western Ranch Brokers LLC, as broker at the time, to industry contacts. One offer was received for the Montana Purchased Assets. However, the offer was substantially below the appraised value of the Montana Purchased Assets and was not accepted.

19. In accordance with the SISP, the Montana Purchased Assets were marketed through both the broader SISP and a property-specific listing. I understand such marketing process is further detailed in the Fifth Report of the Monitor, to be filed (the "**Fifth Report**").

20. I understand and do verily believe that the Montana Purchaser's bid represents the highest and best transaction reasonably available in the circumstances and is supported by the appraisal for the Montana Purchased Assets, which is included in the confidential affidavit sworn by Darrel Noel Monette on April 17, 2026, at confidential exhibits "D" to "G" thereto. Pursuant to paragraph 33(b) of the SISP, the Monitor, the DIP Agent, and the Group agreed to designate the Montana PSA as a Successful Bid (as defined in the SISP).

21. Monette USA subsequently entered into the Montana PSA with the Montana Purchaser. A redacted copy of the Montana PSA is attached hereto and marked as **Exhibit "A".** The material terms of the Montana PSA are as follows:

    a. the Montana Purchaser shall pay an approximate 5% deposit (the "**Deposit**") to be held by Flying S Title & Escrow (the "**Title Company**") until the Montana Purchaser's approval of title. Once the Montana Purchaser approves the title commitment, the Deposit shall be transferred by the Title Company to the Monitor to be held in a non-interest bearing trust account until closing or termination in accordance with the Montana PSA;

    b. the Montana Transaction will transfer Monette USA's interests to the Montana Lands, associated water rights, and subject to applicable consents and approvals, the Lease Acreage, and will exclude the Excluded Assets as identified in the Montana PSA;

    c. the Montana Purchased Assets are being sold on an "as is, where is" basis;

    d. the Montana PSA is conditional on, among other things, (i) approval by both this Court and the US Bankruptcy Court; (ii) no appeals or stay of those orders; and (iii) completion of lease transfer arrangements for the applicable Lease Acreage, recognizing that the transaction is not conditional upon obtaining all lessor consents; and

    e. the Montana Transaction is set to close fourteen days following satisfaction or waiver of the conditions to closing and in any event not later than the SISP Termination Date (as

extended), or on such other date as may be agreed to by the parties.

22. An unredacted copy of the Montana PSA is attached to my Confidential Affidavit. The Applicants seek the Sealing Order because public disclosure of the information contained in the Montana PSA, in particular the purchase price, could impair any future sale process for the Montana Purchased Assets should the Montana Transaction not close for any reason. Any adverse effect on the value of future offers for the Montana Purchased Assets would prejudice the Group and the recoveries of its creditors. I am not aware of any party that will be materially prejudiced by the sealing of the Confidential Affidavit.

23. The Montana Purchased Assets are located in the United States. Cassels Brock & Blackwell LLP, counsel to the Applicants, has advised me, and I believe, that although the Applicants seek approval of the Montana PSA and the Montana Transaction from this Court, the proposed Montana SAVO does not request that this Court vest title to any property located in the United States. The Applicants also seek relief removing, discharging, or otherwise extinguishing the Charges and any Canadian-domiciled claims, charges, liens, or encumbrances to the extent that they attach to, or are registered against, the Montana Purchased Assets.

24. Following the granting of the Montana SAVO, I understand that the Monitor, in its capacity as Foreign Representative, intends to seek recognition of that order and such additional relief as may be required from the US Bankruptcy Court to authorize, implement, and complete the Montana Transaction under applicable United States law. In my view, this approach is appropriate and necessary given the location of the Montana Purchased Assets, and is consistent with the approach taken in respect of the Arizona Transaction.

25. The Montana PSA and Montana Transaction are appropriate in the circumstances, and the Montana SAVO should be granted by this Court for the following reasons:

    a. the Montana Purchased Assets were exposed to the market for a reasonable period of time, and interested parties were afforded a fair opportunity to participate, pursuant to the SISP and the pre-CCAA Sale Programme;

    b. there is no reasonable basis to conclude that extending or restarting the sale process would result in a superior transaction;

    c. the Monitor supports the Montana Transaction and is satisfied that it is fair and reasonable in the circumstances; and

    d. the DIP Agent (as defined in the ARIO) has approved the Montana PSA and the Montana Transaction contemplated therein.

IV. STAY EXTENSION ORDER

26. The Stay Period expires on November 25, 2026. Accordingly, the Applicants seek the extension of the Stay Period up to and including January 20, 2027 or such other date the Court deems appropriate.

27. The extension of the Stay Period is necessary and appropriate in the circumstances to provide the Group with the time required to: (i) attend to all matters with respect to the closing of the Montana Transaction and any other remaining transactions resulting from the SISP; and (ii) assist the Monitor with the continuation and conclusion of the SISP for the remaining Property yet to be sold.

28. The Group has acted and continues to act in good faith and with due diligence during these CCAA proceedings.

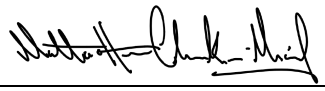
29. The cash flow projection appended to the Fifth Report (the "**Cash Flow Projection**") demonstrates that the Group will have sufficient liquidity to operate through the Stay Extension, with the continued use of the Cash Management System and DIP Facility (each as defined in the ARIO).

30. To the best of my knowledge, no party will be materially prejudiced by the proposed Stay Extension.

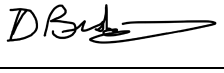
V. CONCLUSION

31. I swear this Affidavit in support of the relief sought by the Applicants and for no improper purpose.

SWORN BEFORE ME at the City of Toronto in the Province of Ontario by two-way video conference with the affiant who was located in the City of Gilbert in the State of Arizona, this 16th day of November, 2026



Commissioner for Oaths/Notary Public in and for Ontario



DARRELL BISHOP

Matteo Clarkson-Maciel
Barrister & Solicitor

This is **Exhibit "A"** to the Affidavit of **Darrell Bishop** SWORN before me at the City of Toronto, in the Province of Ontario by two way video-conference with the affiant who was at the City of Gilbert in the State of Arizona, this 16th day of November, 2026



A NOTARY PUBLIC / COMMISSIONER FOR OATHS IN AND FOR ONTARIO

Matteo Clarkson-Maciel
Barrister & Solicitor

SISP AGREEMENT OF PURCHASE AND SALE OF US ASSETS

BETWEEN:

MONETTE FARMS USA, INC. a body corporate incorporated pursuant to the laws of the State of Montana

(the "Vendor" or "Seller")

-and-

HTD FAR WEST, LLC, a Texas limited liability company and/or Assigns

(the "**Purchaser**")

Dated as of November 15, 2026

WHEREAS:

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

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

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

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

E. Subject to the successful designation above and to this Agreement, the Vendor will promptly bring an application in the Court seeking, among other things: (i) approval of this Agreement; and (ii) the conveyance of and vesting of title to the Purchased Lands in and to the Purchaser, and the assignment to the Purchaser of the Vendor's interest in the Lease Acreage (subject to Section 2.4), in accordance with the SISP subject to recognition and enforcement of the Approval and Vesting Order from the US Court in the Chapter 15 Cases for the purpose of giving effect to the conveyance of the Purchased Lands and the transfer of the Lease Acreage located in the United States; and

F. On the terms set out herein, the Vendor has agreed to sell, transfer and assign to the Purchaser, and the Purchaser has agreed to purchase, accept and assume from the Vendor, all of the right, title, interest and obligation in and to the Purchased Lands and, subject to Section 2.4, the Lease

Acreage, subject to and in accordance with the terms and conditions set forth in this Agreement and subject to Court Approval (each as defined below).

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

Article 1
Interpretation

1.1 Definitions. In this Agreement:

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

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

(c) "**Applicants**" has the meaning ascribed to that term in the Initial Order;

(d) "**Approval and Vesting Order**" means an order of the Court in the CCAA Proceedings approving the Transaction in accordance with the provisions of this Agreement, and vesting all of right, title and interest in and to the Purchased Lands in the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances and, subject to Section 2.4, approving the assignment of the Vendor's interest in the Lease Acreage to the Purchaser;

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

(f) "**BIA Leases**" means those Leases of Indian trust or restricted lands the assignment, modification or other transfer of which requires the approval of the U.S. Bureau of Indian Affairs, as identified on Schedule C;

(g) "**Binding Bid**" has the meaning ascribed to that term in the SISP Procedure;

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

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

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

(k) "**Closing**" means the completion of the purchase by the Purchaser, and sale by the Vendor, of the Vendor's right, title and interest in and to the Purchased Lands and, subject to Section 2.4, the Lease Acreage, and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such

purchase and sale, all subject to and in accordance with the terms and conditions of this Agreement;

(l) "**Closing Date**" means the date on which Closing occurs, being the date that is fourteen (14) Days following the date upon which all conditions in Sections 7.1, 7.2, and 7.3 have been satisfied or waived, as applicable (other than those conditions that by their nature are to be satisfied at Closing, but subject to the satisfaction or waiver of those conditions at Closing); provided, however, that the Closing Date shall not be later than the SISP Termination Date of November 30, 2026 or a subsequent extension (as defined in the SISP), and provided further, that if the County Clerk and Recorder's office in which title or a deed to the Purchased Lands are registered or recorded is not open for business on such date, the Closing Date shall be the next day on which such County Clerk and Recorder's office is open;

(m) "**Commitment**" means that certain commitment for a standard owner's policy of title insurance issued by the Title Company for the Purchased Lands, along with any endorsements requested from the Title Company by the Purchaser;

(n) "**Court**" has the meaning ascribed to that term in the Recitals;

(o) "**Court Approval**" means (i) the issuance by the Court of the Approval and Vesting Order; and (ii) the issuance by the US Court in the Chapter 15 Cases of the Recognition Order, it being understood and agreed that the Approval and Vesting Order shall be granted by the Court first and shall thereafter be submitted to the US Court for review, recognition and approval;

(p) "**Crop Planting Costs**" has the meaning ascribed to that term in Section 3.4;

(q) "**Cure Costs**" has the meaning ascribed to that term in Section 2.5;

(r) "**Days**" means calendar days; provided, however, that if the last day of any period measured in Days falls on a Saturday, Sunday, or a federal holiday observed in the State of Montana or the Province of Alberta, such period shall be extended to the next day that is not a Saturday, Sunday, or such a holiday;

(s) "**Earnest Money**" has the meaning ascribed to that term in Section 3.1(a);

(t) "**Encumbrances**" means any caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, easements, rights of way, restrictive covenants and all other matters of record, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise;

(u) "**Excluded Assets**" has the meaning ascribed to that term in Section 2.1 and as set forth on **Schedule E**;

(v) "**Governmental Authority**" means any federal, state, local, municipal, or foreign government or governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency, or instrumentality, court, tribunal, arbitrator, or self-regulatory organization;

(w) "**Growing Crops**" has the meaning ascribed to that term in Section 2.3(b);

(x) "**Indemnified Guarantees**" has the meaning ascribed to that term in Section 2.7(c);

(y) "**Initial Order**" has the meaning ascribed to that term in the Recitals;

(z) **"Lease Acreage"** means all acreage leased from third parties including, but not limited to, all Lease Acreage listed on Schedule C. Third-party leases of Lease Acreage are referred to collectively as "Leases" and each individually as a "Lease";

(aa) **"Lease Transfer"** means, with respect to a Lease, the assignment, modification, amendment, replacement or other transfer of such Lease (or of the Vendor's interest therein), in each case in such form as the applicable lessor or Governmental Authority may require, the effect of which is that the Purchaser becomes the lessee under such Lease (or a replacement lease) in place of the Vendor;

(bb) **"Lease Transfer Approval"** means, with respect to a Lease, receipt of every consent or approval of the applicable lessor or any Governmental Authority (including, for the BIA Leases, the U.S. Bureau of Indian Affairs) that is required for the Lease Transfer of such Lease;

(cc) "**Lease Transition Period**" has the meaning ascribed to that term in Section 2.7(a);

(dd) "**License Agreement**" has the meaning ascribed to that term in Section 2.3 and shall be generally in the form attached as Schedule H;

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

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

(gg) "**Montana Court**" has the meaning ascribed to that term in Section 11.10(b);

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

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

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

(kk) "**Premier**" has the meaning ascribed to that term in Section 9.1;

(ll) "**Purchased Lands**" means those lands legally described in Schedule "A" attached hereto;

(mm) "**Purchase Price**" has the meaning ascribed to that term in Section 3.1;

(nn) "**Purchaser**" has the meaning ascribed to that term in the preamble hereto;

(oo) "**Recognition Order**" means an order of the US Court in the Chapter 15 Cases recognizing and giving full force and effect to the Approval and Vesting Order and authorizing the vesting and conveyance of the Purchased Lands located in the United States, and, subject to Section 2.4, the assignment of the Vendor's interest in the Lease

Acreage, in and to the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances;

(pp) "**Rent Payment**" has the meaning ascribed to that term in Section 2.3(a);

(qq) "**Required Bonding**" means the applicable lease bonds, surety bonds, letters of credit, cash deposits, or other sources of collateral or financial assurance sufficient to replace all Vendor Bonds, letters of credit, cash deposits, and other credits associated with or related to the Leases or the Lease Acreage;

(rr) "**Sale Order**" means an order entered by the US Court approving the Transaction;

(ss) "**SISP**" has the meaning ascribed to that term in the Recitals;

(tt) "**SISP Order**" has the meaning ascribed to that term in the Recitals;

(uu) "**SISP Procedure**" has the meaning ascribed to that term in the Recitals;

(vv) "**Successful Bid**" has the meaning ascribed to that term in the SISP Procedure;

(ww) "**Survey**" has the meaning ascribed to that term in Section 6.2(b);

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

(yy) "**Title Company**" means Flying S Title & Escrow, 3533 Gabel Road, Billings, Montana 59102;

(zz) "**Title Review Period**" has the meaning ascribed to that term in Section 6.2(a);

(aaa) "**Transaction**" means the transaction for the purchase and sale of the Purchased Lands and, subject to Section 2.4, the Lease Acreage as contemplated in this Agreement;

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

(ccc) "**Vendor**" means the seller of the Purchased Lands, and further has the meaning ascribed to that term in the preamble hereto;

(ddd) "**Vendor Bonds**" has the meaning ascribed to that term in Section 2.7(c);

(eee) "**Water Rights**" means (1) those water rights on record with the Montana Department of Natural Resources, and (2) any shares, membership, or other interest in an irrigation company, ditch company, or water users association, all as described in Schedule D.

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

Schedule A	Purchased Lands
Schedule B	Permitted Encumbrances

Schedule C	Lease Acreage
Schedule D	Water Rights
Schedule E	Excluded Assets
Schedule F	Deed
Schedule G	Bill of Sale
Schedule H	License Agreement
Schedule I	Assignment and Assumption Agreement
Schedule 3.4	Crop Planting Costs

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

Article 2
Purchase and Sale

2.1 Subject to the terms and conditions of this Agreement, and in consideration of the payment by the Purchaser to the Vendor of the Purchase Price, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, accept and receive from the Vendor, on an "as is, where is" basis as more particularly set out in Article 6, all of the Vendor's right, title and interest in and to the Purchased Lands and, subject to Section 2.4, Lease Acreage. Notwithstanding any other provision of this Agreement, the Vendor's sole obligation with respect to the condition of title shall be to convey the Purchased Lands free and clear of Encumbrances other than the Permitted Encumbrances. Not included in the sale by Vendor to Purchaser are the following items, which shall be listed on Schedule E (collectively, the "**Excluded Assets**"): (a) the tangible personal property of Vendor, including but not limited to equipment, vehicles, inventory, supplies, livestock and, subject to Section 3.4, growing or harvested crops; (b) any intangible personal property of Vendor, if any; and (c) all cash collateral, cash deposits, cash proceeds from letters of credit, bonds, and other collateral posted by or on behalf of the Vendor, including in respect of the Vendor Bonds, together with all interest thereon and all refunds of premiums or fees. For the avoidance of doubt, the leases between Vendor and any lessors of the Lease Acreage are not personal property for purposes of this Section 2.1.

2.2 Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, and legal and beneficial ownership of the Purchased Lands shall transfer from the Vendor to the Purchaser on the Closing Date, and the Purchaser agrees to assume, discharge, perform and fulfill all obligations and liabilities, known or unknown, of the Vendor with respect to the Purchased Lands, from and solely to the extent arising after the Closing Date. Upon Closing, all Leases of Lease Acreage shall be assigned to Purchaser to the extent such Leases are assignable, subject to Sections 2.4 and 2.7. Vendor and Purchaser agree to cooperate in the process of assignment, modification or other transfer of interest in the Lease Acreage, including but not limited to obtaining the consent of each lessor of the Lease Acreage to such assignment, modification or other transfer of interest.

2.3 The Vendor and the Purchaser shall cooperate in good faith and use commercially reasonable efforts to negotiate a license agreement pursuant to which Vendor shall retain the right and license to enter that portion of the Purchased Lands upon which Vendor has planted crops and

expects to harvest in the summer of 2027 (the "**License Agreement**"). The general form of License Agreement is attached hereto as Schedule H. Such license shall begin on the Closing Date and continue until Vendor's crops are harvested. The Vendor and the Purchaser anticipate that the License Agreement shall include identification of the areas of the Purchased Lands planted for the 2026/2027 canola and winter wheat crop year. The failure of the Vendor and the Purchaser to agree to the License Agreement shall not constitute a condition to Closing pursuant to Article 7 or otherwise.

(a) If the Purchaser does not purchase the Growing Crops pursuant to this Section 2.3(b) and the Purchaser and the Vendor enter into the License Agreement, a mutually agreed upon portion of the Purchase Price shall be withheld by and credited to Purchaser at Closing as a rent payment (the "Rent Payment") in consideration under the License Agreement for Vendor's ongoing access to a portion of the Purchased Lands for farming purposes.

(b) If the Vendor and the Purchaser fail to agree to the License Agreement, and specifically the Rent Payment terms therefor, the Vendor shall sell and the Purchaser shall purchase all crops planted, seeded and growing on the Purchased Lands and the Lease Acreage as of the Closing Date, including fall-seeded crops not yet emerged (the "Growing Crops"), together with all of the Vendor's rights to harvest and market the same for a purchase price to be agreed between the Purchaser and the Vendor pursuant to the provisions of Section 3.4, and failing such an agreement for an amount equal to the Crop Planting Costs incurred to the date of Closing for such Growing Crop as determined by arbitration pursuant to the Montana Uniform Arbitration Act. The Growing Crops shall be conveyed free and clear of all liens, security interests, agricultural liens, and claims of third parties pursuant to Bill of Sale (Growing Crops).

2.4 The Lease Acreage and the corresponding Leases are described in Schedule C. Vendor shall coordinate with Purchaser and the various lessors of the Lease Acreage to obtain assignments and assumptions, modification or other transfer of each Lease. Vendor shall cooperate with Purchaser as reasonably necessary and shall assign its interest in each Lease to Purchaser to the extent such Lease is assignable under its terms and Applicable Law and any required lessor consent is obtained; provided, however, that Vendor shall not be required to pay any consideration (including any Cure Costs, which shall be paid by the Purchaser in accordance with Section 2.5) or commence any litigation to obtain such consent. The Parties acknowledge that certain Leases may not be assignable, and that neither Closing nor any other obligation of the Parties under this Agreement is contingent upon Purchaser becoming lessee under any Lease. Any refusal, failure or delay by a lessor or other third party to consent to or permit the assignment, modification or other transfer of any Lease to Purchaser shall not constitute a breach of this Agreement by Vendor, shall not entitle Purchaser to terminate this Agreement or to any reduction of the Purchase Price, and shall not give rise to any liability of Vendor. Upon execution of an Assignment and Assumption Agreement in the form attached as Schedule I (such documents pertaining to the Leases that will replace the Vendor with Purchaser as "lessee" or similar), to occur at Closing, Vendor shall be released from further liability under the Leases.

2.5 The Purchaser shall be solely responsible for, and shall pay at or before Closing (or, for any Lease assigned after Closing, at or before the effective date of such assignment) directly to the applicable lessor, all amounts required to be paid and shall, at its sole cost, cure all defaults required to be cured, whether monetary or non-monetary, in connection with the assignment to and assumption by the Purchaser of any Lease under this Agreement, including any such amounts or cures required by a lessor as a condition to its consent, and whether such amounts or cures are required by the terms of such Lease, Applicable Law, or any order of the Court or the US Court (collectively, "**Cure Costs**"). The amount of any Cure Costs shall be as agreed among

the Vendor, the Purchaser and the applicable lessor or as determined by the Court or the US Court. Upon assignment of a Lease, the Purchaser shall be responsible for all obligations thereunder arising from and after the effective date of such assignment, and, consistent with Section 2.4, the Vendor shall be released from further liability thereunder. The Cure Costs are in addition to, and shall not reduce, offset or otherwise adjust, the Purchase Price. This Section 2.5 shall survive Closing.

2.6 Vendor will deliver to Purchaser at closing such certificates, assignments or other instrument of transfer pertaining to the Water Rights.

2.7 **Lease Bond and Credit Support Matters.**

(a) To the extent permitted by Applicable Law and the terms of the applicable Lease, from and after the Closing until the applicable lessor or Governmental Authority (including, with respect to the BIA Leases, the U.S. Bureau of Indian Affairs) approves the Lease Transfer of the applicable Lease to the Purchaser or for a period of six (6) months following the Closing, whichever is sooner (such period, the "**Lease Transition Period**"), subject to the Purchaser's compliance with this Section 2.7, the Vendor grants the Purchaser the right to occupy and operate the applicable Lease Acreage under such Lease. To the extent permitted by Applicable Law, the Purchaser shall prepare, at its sole cost and expense, but with the commercially reasonable cooperation and assistance of the Vendor as reasonably requested by the Purchaser in writing, and make such filings, applications, notices or delivery of any other documents as necessary to give effect to the foregoing arrangement during the Lease Transition Period and to complete each Lease Transfer, and such applications shall be reasonably satisfactory to the Vendor. The Vendor acknowledges that it has previously named Agri Leasing, Inc., a Montana corporation, as its limited power of attorney and ratifies and confirms that Agri Leasing, Inc. shall continue to act as its limited power of attorney with respect to the reasonable cooperation and assistance described in the preceding sentence. As promptly as practicable, the Purchaser shall properly file all applications required to complete all Lease Transfers from the Vendor to the Purchaser with the applicable lessor or Governmental Authority (except for any applications which may not be filed prior to the Purchaser being party to a fully executed surety agreement or obtaining the applicable Required Bonding, which shall be properly filed promptly thereafter in accordance with this Agreement). From and after the Closing, the Purchaser shall use commercially reasonable efforts to pursue the prompt Lease Transfer of each Lease to the Purchaser, including obtaining all Lease Transfer Approvals.

(b) During the Lease Transition Period, the Purchaser shall, subject to an assumption of the Vendor's obligations of indemnity or responsibilities under the License Agreement: (i) keep such Leases current, valid and in full force and effect, and comply with all Applicable Laws and the terms of such Leases; and (ii) be solely responsible (including all required remedial measures or abatement actions) for (A) all rentals, royalties, reclamation, abandonment and other obligations under the Leases accruing from and after Closing, and (B) all liabilities related to the Leases that arise from the actions or omissions of the Purchaser while operating under such Leases during the Lease Transition Period. The Purchaser shall promptly deliver to the Vendor written notice of any such liability. In the event that the Purchaser fails to promptly cure any such matters, the Vendor shall have the right, but not the obligation, to cure such matters (including the right of entry onto the applicable Lease Acreage). The Purchaser shall promptly reimburse the Vendor for all fees, costs and expenses (including legal fees, costs and expenses) of any such cure and indemnify, defend, and hold the Vendor harmless against any liabilities that the Vendor may incur relating to or arising out of such cure.

(c) The Purchaser shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary (including under all Applicable Laws) as promptly as reasonably practicable after the granting of Court Approval to allow the following to occur upon Lease Transfer Approval: (i) put in place the Required Bonding, including any required by any lessor or Governmental Authority in connection with the Lease Transfer, in such a manner so as to permit the termination of all existing lease bonds, surety bonds (and the underlying bond agreements), letters of credit, cash deposits or other sources of collateral of the Vendor (and related instruments) associated with or related to the Leases or the Lease Acreage (the "**Vendor Bonds**") and (ii) substitute itself for and replace the Vendor, and cause the Vendor to be released in respect of all obligations under any other guarantee, indemnity, surety bond, letter of credit, cash deposit, keep well agreement or other similar commitment, understanding, agreement or obligation arising in connection with or necessary for the Leases or the operation of the Lease Acreage (together with the Vendor Bonds, the "**Indemnified Guarantees**").

(d) Following the termination or substitution of the Vendor Bonds as specified in Section 2.7(c), the Purchaser shall use commercially reasonable efforts and cooperate with the Vendor to secure (i) the prompt termination of the applicable Vendor Bonds, (ii) the prompt termination of the underlying bond agreement or letter of credit reimbursement agreement (and related instruments) related to a Lease (to the extent all Leases subject to the applicable bond agreement or instrument have been assigned or transferred to the Purchaser) or to the extent not all such Leases have been so assigned or transferred, the prompt reduction of the face amount of the applicable Vendor Bonds or instrument on a Lease-by-Lease basis with respect to each Lease Transfer, and (iii) the prompt release to the Vendor of the related collateral, together with any interest or earnings thereon and any refund of premiums. This Section 2.7 shall survive Closing.

(e) Until the Vendor has been fully and unconditionally released from all Indemnified Guarantees, the Purchaser shall (i) indemnify, defend and hold harmless the Vendor and its affiliates from and against any and all liabilities, draws, demands, claims, costs and expenses (including legal fees) arising under or in connection with any Indemnified Guarantee to the extent relating to the period from and after the Closing, and (ii) reimburse the Vendor, within ten (10) days of demand, for all premiums, fees and other costs incurred by the Vendor to maintain any Indemnified Guarantee after the Closing.

Article 3
Purchase Price

3.1 **Purchase Price.** The consideration payable by the Purchaser to the Vendor for the Purchased Lands and Lease Acreage shall be the sum of [redacted] U.S. Dollars ($[redacted]) (the "**Purchase Price**"), plus Taxes, to be paid as follows:

(a) A deposit in the amount of [redacted] ($[redacted]) by way of earnest money (the "**Earnest Money**"), to be paid to the Title Company by wire transfer or bank draft in immediately available United States funds within three (3) Days of the date of this Agreement. The Title Company shall hold the Earnest Money pending the Purchaser's approval of the Commitment in accordance with Section 6.2(a). If the Purchaser does not approve the Commitment, the Earnest Money shall be returned to the Purchaser. If the Purchaser approves (or is deemed to approve) the Commitment, the Earnest Money shall be paid directly to the Monitor to be held by the Monitor in a non-interest bearing trust account pursuant to Section 3.2; and

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

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

(a) If Closing does not occur as a result of (i) a default by the Vendor of its obligations under this Agreement or the SISP, (ii) the refusal of the Court to grant the Approval and Vesting Order or the refusal of the US Court to grant the Recognition Order, or (iii) the failure to satisfy a condition described in Section 7.1 or 7.2, the Earnest Money shall be returned to the Purchaser and the Purchaser shall have no further cause of action or claim against the Vendor;

(b) If Closing does not occur as a result of a default by the Purchaser of its obligations under this Agreement, the full amount of the Earnest Money will become forfeited as liquidated damages, and the Vendor shall have no further cause of action or claim against the Purchaser other than a claim for indemnity pursuant to Article 9; and

(c) Upon Closing of the Transaction, the Earnest Money shall be applied against the Purchase Price.

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

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

3.4 **Adjustments.** The Parties shall adjust the Purchase Price as of the Closing Date in respect of real property taxes, and all other items normally adjusted between a vendor and purchaser for the sale of similar lands including, without limitation, ad valorem property taxes, local improvement levies and assessments, municipal charges, rents, utilities, prepaid rent, surface leases (if any) and mortgages principal applicable to the Purchased Lands, with the intent that Vendor shall be responsible for all expenses and entitled to all revenues derived from the Purchased Lands and Lease Acreage for the period prior to the Closing Date and Purchaser shall be responsible for all expenses and shall be entitled to all revenues in respect of the Purchased Lands and Lease Acreage, except with respect to any crops subject to the License Agreement, as of and after the Closing Date; provided that no adjustment shall be made for any Cure Costs. Notwithstanding the foregoing, if the License Agreement has not been executed on or before the Closing Date, the Vendor shall be entitled to receive, in addition to the Purchase Price at Closing, reimbursement for the Vendor’s actual, documented, and reasonable out-of-pocket costs incurred in planting, seeding, fertilizing, and applying crop inputs for the 2026/2027 canola and winter wheat crop on the Purchased Lands and Lease Acreage (collectively, “**Crop Planting Costs**”). Schedule 3.4 includes the total Crop Planting Costs incurred through the date of this Agreement. The Vendor shall deliver to the Purchaser and the Title Company, not later than seven (7) Days prior to the Closing Date, an itemized statement of Crop Planting Costs incurred after the date of this Agreement, together with supporting invoices, receipts, or other reasonable documentation. The Crop Planting Costs shall be reflected as a credit to the Vendor on the closing settlement statement prepared by the Title Company.

Article 4
Taxes

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

Article 5
Representations and Warranties

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

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

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

(c) neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound which breach could materially affect the ability of the Purchaser to perform its obligations hereunder;

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

(e) Vendor will be liable for the fees approved by the SISP Order to the applicable Property Broker (as defined in the SISP). The Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction; and

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

Article 6
"As Is, Where Is"

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

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

(b) In addition to the investigations described in Sections 6.2(a) and 6.2(b), Purchaser has undertaken to its satisfaction such searches, investigations, inspections and other due diligence in connection with entering into this Agreement and based solely thereon, has determined to proceed with the Transaction;

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

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

6.2 **Due Diligence**. Purchaser has conducted, and is in the process of conducting, such inspections, investigations, tests, studies, sampling and other due diligence with respect to the Purchased Lands that Purchaser deems appropriate. Subject to Purchaser's completion of the title review identified in Section 6.2(a) of this Agreement, Purchaser has determined that, having undertaken such investigation, tests, studies and sampling, it wishes to proceed with the purchase of the Purchased Lands and expressly waives any contingency relating to investigation or diligence other than the title review identified in Section 6.2(a).

(a) **Title Review**. Purchaser shall have requested a Commitment as of the date of this Agreement or within two (2) Days thereafter. The Purchaser shall have ten (10) Days after the Commitment is made available to the Purchaser (the "**Title Review Period**") to either approve or disapprove the Commitment. If the Purchaser does not deliver written notice of objection to any title irregularities within the Title Review Period, the Purchaser shall be deemed to have approved the Commitment. If the Purchaser's examination of the Commitment (at the Purchaser's expense) discloses title irregularities that render title unmerchantable, the Purchaser shall deliver written notice specifying such irregularities to the Vendor within the Title Review Period. If the Purchaser disapproves the Commitment in writing within the Title Review Period, this Agreement may be terminated by either Party by written notice to the other within five (5) Days following such notice

from Purchaser, in which case the Earnest Money shall be returned to the Purchaser, subject to the SISP and any order of the Court. If no termination notice is given within such five (5) Day period by either Party, then the Commitment will be deemed to have been approved.

(b) **Survey**. Purchaser has ordered, at its cost, a current survey of the Purchased Lands (the "**Survey**"). As of the date of this Agreement, the ordered survey is not complete; however, Vendor shall accommodate ongoing access to Purchaser's surveyor for the purpose of completing the Survey. The Purchaser waives any "Survey Review Period" to either approve or disapprove the Survey and such approval or disapproval is not a contingency hereunder.

(c) **Submission for Court Approval.** If the Purchaser approves (or is deemed to approve) the Commitment, this Agreement (executed by the Purchaser) shall be submitted to the Monitor as a Binding Bid. If said Binding Bid is accepted as a Successful Bid in accordance with the SISP, the Vendor shall seek approval of this Agreement by the Court and upon obtaining such approval by the Court, seeking and obtaining both a Recognition Order and a Sale Order in the United States Bankruptcy Court being part of the USDC, in and for the State of Delaware

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

Article 7
Conditions

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

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

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

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

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

(e) the Closing is not otherwise prohibited by Applicable Law;

(f) Vendor shall convey to Purchaser the Purchased Lands and all its interest, if any, in all tenements, hereditaments, privileges, appurtenances, easements, and rights of access, now or hereafter belonging to or used in connection with the Purchased Lands, including any solar, wind, riparian, minerals (including subsurface), surface materials and Water Rights; and

(g) Lease Transfers by Vendor to Purchaser of the Lease Acreage and the assumption by Purchaser of such Leases, solely for those Leases that are assignable and for which any required lessor consent has been obtained prior to Closing, and the initiation of the process to complete a Lease Transfer by Vendor to Purchaser of that Lease Acreage and the assumption by Purchaser of such Leases (primarily the BIA Leases) that may be transferred post-closing; provided that, consistent with Section 2.4, the failure to complete a Lease Transfer of any Lease by reason of a lessor's or other third party's refusal, failure or delay to consent shall not cause this condition to be unsatisfied.

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

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

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

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

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

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

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

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

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

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

(e) a certificate dated as of the Closing Date and executed by a senior officer of the Purchaser, certifying on behalf of the Purchaser that (i) the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied, and (ii) the Purchaser has made

reasonable commercial efforts to obtain the Required Bonding in accordance with Section 2.7, together with reasonable evidence thereof; and

(f) the Purchaser shall have paid to the Vendor all amounts required to be paid by it under this Agreement and shall have paid all Cure Costs required to be paid at or before Closing under Section 2.5.

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

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

Article 8
Closing

8.1 **Closing Date, Place of Closing; Fees.** Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date, or at such other time as the Parties may agree in writing. The closing of the Transaction shall be at the office of the Title Company. The Vendor and the Purchaser shall each pay one-half of any and all reasonable and customary closing fees, escrow fees, or charges imposed by the Title Company in connection with the Transaction. The Vendor shall pay the cost of recording any and all documents necessary to place record title to the Purchased Lands in merchantable condition, including, without limitation, any releases, satisfactions, reconveyances, corrective instruments, or other curative documents required to remove Encumbrances that are not Permitted Encumbrances. The Purchaser shall pay the cost of recording the deed conveying the Purchased Lands and any other documents necessary to transfer or evidence transfer of title to the Purchaser. The Vendor shall pay the premium for a standard owner's policy, and the Purchaser shall pay any additional premiums for any special endorsements or other extended coverage and for any required lender's policy, endorsements, or extended coverage.

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

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

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

(c) a US Court certified copy of the Sale Order;

(d) a duly executed copy of the Monitor's Certificate;

(e) a Deed conveying the Purchased Lands to Purchaser, in the form attached as Schedule "F";

(f) a Bill of Sale and General Assignment assigning to Purchaser all of Vendor's right, title and interest in, to and under certain intangible and personal property, excluding the Excluded Assets, in the form attached as Schedule "G";

(g) a License Agreement in the form attached as Schedule "H" or a Bill of Sale (Growing Crops), as the case may be;

(h) an Assignment and Assumption Agreement for the assignment of the Leases that are assignable and for which any required lessor consent has been obtained as of Closing, in the form attached as Schedule "I" or such other form of assignment or modification recommend by Agri-Leasing, Inc. pursuant to Section 8.2(o) that is mutually acceptable to the Vendor and the Purchaser;

(i) an Assignment/Transfer of the Water Rights, including the DNRC Water Right Ownership Update (Form 608), and assignment of any shares, membership, or other interest in an irrigation company, ditch company, or water users association;

(j) a Realty Transfer Certificate;

(k) Certificate of existence from the Montana Secretary of State;

(l) all keys in the Vendor's actual possession;

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

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

(o) any other documents as are referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement including, without limitation, all documents recommended by Agri Leasing, Inc., to transfer or otherwise provide the Purchaser with the benefit of the Lease Acreage, subject to Section 2.4.

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

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

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

(c) proof of foreign registration/certificate of authority;

(d) the License Agreement or Bill of Sale (Growing Crops), as the case may be;

(e) evidence reasonably satisfactory to the Vendor of payment of all Cure Costs then due under Section 2.5;

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

(g) any other documents, resolutions and certificates as are referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement including, without limitation, all documents recommended by Agri Leasing, Inc., to transfer or otherwise provide the Purchaser with the benefit of the Lease Acreage, subject to Section 2.4.

8.4 [intentionally omitted]

8.5 **Release of Funds**. Upon the recording of title or deed (as applicable) to the Purchased Lands and the transfer of the Lease Acreage into the name of the Purchaser or its designate (to the extent such Lease Acreage is assignable and any required lessor consent has been obtained as

of Closing, it being agreed that the release of funds shall not be delayed or withheld pending any lessor consent or post-closing Lease Transfer) free and clear of all Encumbrances other than the Permitted Encumbrances, and upon delivery of the Monitor's Certificate, the balance of the Purchase Price (together with any adjustments) shall be released and paid to the Monitor for the account of the Vendor in accordance with this Agreement and any applicable order of the Court.

Article 9 Indemnity

9.1 **Broker Indemnity.** The Vendor has engaged the services of Premier Land Company ("**Premier**") as its broker and is and shall be solely responsible for Premier's compensation. Purchaser has not engaged the services of a broker, nor is Purchaser responsible in any respect for payment of a commission or any other fee to Premier. Each of the Purchaser and the Vendor shall indemnify and save harmless the other Party, its affiliates and their respective representatives from and against any and all claims, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with any brokerage commission, finder's fee, agent's fee or other similar payment claimed by any other broker, agent or other Person engaged by, or claiming to act on behalf of, such indemnifying Party in connection with the Transaction. The indemnity obligations set forth in this Section 9.1 shall survive the Closing.

9.2 **Inspection Indemnity.** The Purchaser shall indemnify the Monitor, the Vendor, its affiliates and their respective representatives against all claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of any pre-Closing entry, inspection or testing of the Purchased Lands by the Purchaser or its representatives, agents, consultants or contractors, except to the extent caused by the Vendor's gross negligence or willful misconduct. The Purchaser shall maintain commercial general liability insurance in commercially reasonable amounts in respect of such activities, with Vendor as an additional insured. Purchaser's insurance shall be primary and non-contributing. This Section 9.2 shall survive Closing and any termination of this Agreement.

Article 10
Termination

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

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

(b) subject to entry of an order of the US Court in the Chapter 15 Cases approving the Transaction, by the mutual written agreement of the Vendor and the Purchaser;

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

(d) by either Party if:

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

(ii) any of the conditions set forth in Article 7 for the benefit of such Party shall not have been fulfilled by the Closing Date, unless such failure shall be due to the

failure of such Party to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing;

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

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

10.2 **Effect of Termination.** In the event of termination of this Agreement in accordance with this Article 10, this Agreement shall become terminated and of no further force and effect, and the sole and exclusive remedies of the Parties shall be as follows: (a) if termination results from a breach or default by the Purchaser of its obligations under this Agreement, the Earnest Money shall be forfeited to and retained by the Vendor as liquidated damages, and the Vendor shall have no further cause of action or claim against the Purchaser other than a claim for indemnity pursuant to Article 9; and (b) if termination results from a breach or default by the Vendor, or from any other cause set out in this Article 10 that is not a breach or default by the Purchaser, the Purchaser may terminate this Agreement and the Earnest Money shall be returned to the Purchaser. Except as expressly set out in this Section 10.2, no Party shall have any other right, remedy, cause of action or claim against the other arising from a breach of or the termination of this Agreement. For certainty, nothing in this Section 10.2 shall limit, release or otherwise affect the Purchaser's indemnity obligations under this Agreement, which shall survive termination in accordance with their terms.

Article 11
General

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

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

If to the Vendor: **FTI Consulting Canada Inc.** solely in its capacity as Court-appointed Monitor of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd.
520 Fifth Avenue S.W. Suite 1610
Calgary, Alberta T2P 3R7

	Email:	monettefarms@fticonsulting.com / Darrell.bishop@monettefarms.ca
	Attention:	Monitor / Darrell Bishop
with a copy to Vendor's Property Broker:	Premier Land Company	
	Email:	bryan@premierlandcompany.com corey@premierlandcompany.com
	Attention:	Bryan Anderson & Corey Schultz
with a copy to Vendor's Counsel:	Cassels Brock & Blackwell LLP Suite 3700, 888 3rd Street SW Calgary, Alberta T2P 5C5	
	Email:	Jeffrey Oliver / Matteo Clarkson-Maciel
	Attention:	joliver@cassels.com / mclarksonmaciel@cassels.com
If to Purchaser:	HTD FAR WEST, LLC P.O. Box 1715 Bandera, TX 78003	
	Email:	trip@texaslandman.net
	Attention:	Harold T. DuPerier, III
with a copy to:		
	Email:	Meier862@aol.com
	Attention:	Kevin Meier

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

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

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

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

11.7 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; except that Purchaser may assign this Agreement to a wholly-owned subsidiary upon notice to, but without requiring the consent of, Vendor; provided such assignee assumes all rights and obligations of Purchaser under this Agreement in writing and notice of such assignment is given to Vendor and the Title Company at least fourteen (14) Days prior to the Closing Date. No assignment shall relieve the assigning party of any of its obligations hereunder except the Purchaser's assignment of this Agreement to a wholly-owned subsidiary pursuant to this provision.

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

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

11.10 **Governing Law; Forum Selection.**

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

(b) Any action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby or thereby, including all matters of construction, validity and performance, may be brought in the US Court unless the US Court determines that it does not have jurisdiction with respect to the particular action or proceeding, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of the US Court in any such action or proceeding. The parties irrevocably and unconditionally waive

any objection to the venue of any action or proceeding in the US Court and irrevocably waive and agree not to plead that any such action or proceeding brought in the US Court has been brought in an inconvenient forum. Only if the US Court determines that it does not have jurisdiction with respect to a particular action or proceeding, any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement may be brought in the courts of the State of Montana, County of Yellowstone, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Montana (the "Montana Court"), and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of the Montana Court in any such action or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in the Montana Court and irrevocably waive and agree not to plead that any such action or proceeding brought in the Montana Court has been brought in an inconvenient forum.

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

11.12 **Montana-Specific Disclosures.**

(a) **Noxious Weeds.** Buyers of property in the State of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contact either your local County Extension Agent or Weed Control Board.

(b) **Megan's Law.** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information, please contact the local County Sheriff's office, the Montana Department of Justice in Helena, Montana, and the probation officers assigned to the area.

(c) **Radon.** The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotated Section 75-3-606: RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If any building on the Purchased Lands has been tested for radon, the Vendor will provide a copy of the test results concurrent with an executed copy of this Agreement. If any building on the Purchased Lands has received radon mitigation treatment, the Vendor will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement. The furnishing of test results is not to be construed as a promise, warranty, or representation of any sort by the Vendor or the Vendor's Property Broker that the test results are accurate or that any mitigation or treatment is effective.

(d) **Mold.** There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Vendor cannot and does not represent or warrant the absence of mold. It is the Purchaser's obligation to determine whether a mold problem is present. To do so, Purchaser should hire a qualified inspector and make any contract to purchase contingent upon the results of that inspection. A seller who provides this mold disclosure statement provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase.

(e) **Lead Paint.** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

[**SIGNATURE PAGE FOLLOWS**]

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

VENDOR/SELLER:

MONETTE FARMS USA, INC., a Montana corporation

By_____

Name: Darrel Monette

Title: President & Secretary

PURCHASER:

HTD FAR WEST, LLC, a Texas limited liability company

By_____

Name: Harold T. DuPerier, III

Title: Manager

Schedule A
Purchased Lands

The Land referred to herein below is situated in the County of Big Horn, State of Montana and is described as follows:

Parcel A:
That part of Lot 3 located in Section 30, Township 1 South, Range 31 East, and that part of the NE¼SE¼ located in Section 25, Township 1 South, Range 30 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 2A, of Amended Tract 1 and Tract 2, Certificate of Survey No. 359(A)(CB) on file in the office of the Clerk and Recorder of said County, under Document #333242.

Parcel B:
Township 2 South, Range 30 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 1: Lots 1, 2, 3, 4, 5, 6, 7, and 8; S½N½
Section 2: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; S½N½
Section 3: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12; S½N½
Section 4: Lots 1, 2, 3, 4, 5, 6, 7, and 8; S½N½
Section 5: Lots 1, 2, 3, 4, 5, 6, 7, and 8; S½N½
Section 6: Lots 1, 4, and 5; SE¼NE¼
Section 10: E½; W½
Section 11: E½
Section 13: S½N½' S½
Section 14: E½NW¼; W½SW¼; NE¼; E½SE¼
Section 15: E½W½NW¼; E½NW¼; E½; SW¼
Section 21: E½SE¼; E½E½W½SE¼
Section 22: N½
Section 23: S½
Section 27: W½NW¼; E½NW¼; E½E½SW¼; SE¼
Section 28: NE¼

Parcel C:
Township 1 South, Range 30 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 21: All that part thereof lying South of Highway No. 87
Section 22: All
Section 23: S½
Section 24: S½N½ lying South of Highway No. 87; S½
Section 25: All; EXCEPTING therefrom Certificate of Survey No. 359
Section 26: All
Section 27: E½; W½
Section 28: All
Section 29: All; EXCEPT that part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded June 16, 1928, in Book 6 Misc., Page 280, under Document #43765, records of Big Horn County, Montana.
Section 30: All that part thereof lying South of Highway No. 87
Section 31: Lots 1, 2, 3, and 4; E½W½; E½
Section 32: All
Section 33: All
Section 34: All
Section 36: All

Parcel D:
Township 2 South, Range 32 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 19: SE¼SW¼; S½SE¼
Section 27: SW¼NW¼
Section 28: W½NE¼; N½SE¼
Section 29: W½NE¼; SE¼NE¼
Section 30: E½

Parcel E:
Township 3 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 1: S½
Section 2: S½SE¼
Section 11: E½W½; E½
Section 12: N½NE¼

Parcel F:
Township 2 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 3: Lots 5 and 6
Section 4: Lots 1, 2, 3, 4, 5, 6, 7, and 8; N½
Section 5: Lots 1, 2, 3, 4, 5, 6, 7, and 8; N½
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; E½NW¼; NE¼
Section 7: Lots 1, 2, 3, and 4; E½W½; E½
Section 8: All
Section 9: All
Section 10: W½; SE¼
Section 11: SW¼
Section 17: N½NW¼
Section 18: Lots 1, 2, 3, and 4; E½W½;E½
Section 22: S½S½
Section 27: N½N½; S½NW¼; SW¼; S½S½SE¼
Section 28: All
Section 29: S½N½
Section 32: E½NE¼
Section 33: N½
Section 34: N½

Parcel G:
Township 1 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 18: Lots 3 and 4; E½SW¼; SE¼
Section 19: N½NE¼ lying North and South of Highway No. 87; EXCEPTING therefrom the following 2 tracts of land:

1. Certificate of Survey No. 758 (R)

2. That part conveyed to the Montana Department of Transportation for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded July 18, 2023, in Book 184, Page 962, under Document #367873, records of Big Horn County, Montana.

Section 19: Lots 3 and 4; that portion of Lot 2 lying South of Highway No. 87
E½NW¼ lying South of Highway No. 87; NE¼ lying South of Highway No. 87
EXCEPTING therefrom that portion of the N½N½ lying South of Highway No. 87; E½SW¼; SE¼

Section 20: NW¼ lying South of Highway No. 87
Section 28: All
Section 29: All
Section 30: Lots 1, 2, 3, and 4; EXCEPTING therefrom Certificate of Survey No. 359; E½W½; E½
Section 31: Lots 1, 2, 3, and 4; E½W½; E½
Section 32: All
Section 33: All

Parcel H:
Township 4 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 21: SE¼
Section 23: SE¼
Section 24: SW¼NW¼; NW¼SW¼
Section 24: SE¼NW¼; NE¼SW¼
Section 25: SE¼; N½SW¼
Section 26: N½SW¼
Section 26: N½NE¼; NW¼; S½NE¼; N½SE¼
Section 27: N½NE¼; S½SE¼; NW¼; SW¼; N½SE¼; S½NE¼
Section 28: NE¼
Section 28: W½; SE¼
Section 29: W½
Section 30: All
Section 31: Lots 1 and 2
Section 33: SE¼SE¼; SW¼SW¼; SE¼NW¼; N½SW¼; E½NE¼; SW¼NE¼; NW¼NE¼; N½NW¼; SW¼NW¼
Section 34: N½NE¼
Section 34: NW¼
Section 35: SW¼SE¼; SW¼; S½N½
Section 36: E½NW¼; SW¼NW¼; E½SE¼; SW¼SE¼; SW¼NE¼

Parcel I:
Township 5 South, Range 30 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 12: W½NW¼; NW¼SW¼
Section 23: NE¼NW¼;NW¼NE¼
Section 24: NW¼

Parcel J:
Township 5 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 2: All
Section 5: S½NW¼
Section 5: Lots 1 and 2; S½NE¼

Section 4: Lots 1 and 2; SW¼NE¼
Section 6: Lot 7; SE¼SW¼
Section 7: E½SW¼; W½SE¼
Section 8: S½NE¼
Section 9: NW¼
Section 13: S½SE¼; NW¼SE¼; SW¼
Section 14: SW¼
Section 15: NW¼
Section 17: SE¼
Section 19: NE¼
Section 23: NW¼

Section 24: NE¼NE¼; W½NE¼

Parcel K:
Township 4 South, Range 32 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 19: S½
Section 20: NW¼
Section 20: NE¼
Section 21: SW¼; SW¼NW¼
Section 21: NW¼SE¼; S½S½SW¼NE¼
Section 27: Lots 7 and 8; NW¼NW¼
Section 28: S½SE¼; NW¼SE¼; SW¼; NE¼SE¼; SE¼NW¼; SW¼NW¼; N½NE¼; W½SE¼NE¼; SE¼SE¼NE¼; W½NE¼SE¼NE¼
Section 29: NW¼; NE¼SE¼; SE¼SE¼; SW¼
Section 30: SE¼
Section 31: S½; SW¼NE¼; E½NW¼
Section 32: W½SW¼
Section 33: Lot 1; NE¼NE¼; W½NE¼
Section 34: Lot 6

Parcel L:
Township 5 South, Range 32 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 4: Lots 4, 5 and 6
Section 5: Lots 2, 3, 4 and 6; SW¼NE¼
Section 6: S½SE¼
Section 7: Lots 2 and 3; SW¼; NE¼; S½NW¼; NW¼SE¼
Section 8: Lots 4, 5 and 6
Section 18: SW¼SW¼

Parcel M:
Township 1 South, Range 31 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 8: All; EXCEPTING therefrom that portion of the NE¼ lying northerly of the Burlington Northern Railroad right of way
Section 9: That portion of the SW¼ lying southerly of the right of way of the Burlington Northern Railroad
Section 15: SE¼; W½; EXCEPTING therefrom the following 2 Tracts of land:

1. That part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded December 20, 1930, in Book 1 Right of Way, Page 178, under Document #53899, records of Big Horn County, Montana.

2. All of the Townsite of Toluca

That part of Sections 16 and 17, Township 1 South, Range 31 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 1, of Certificate of Survey No. 783(RB) on file in the office of the Clerk and Recorder of said County, under Document #372114.

Section 20: NE¼; EXCEPT that part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded August 24, 1928, in Book 1 Right of Way, Page 160, under Document #44526, records of Big Horn County, Montana.
Section 20: SE¼
Section 20 NW¼; EXCEPTING therefrom that part lying South of United States Highway No. 87
Section 21: All; EXCEPTING therefrom the following 2 Tracts of land:

1. That part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded August 24, 1928, in Book 1 Right of Way, Page 155, under Document #44521, records of Big Horn County, Montana.

2. That part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded January 29, 1931, in Book 1 Right of Way, Page 185, under Document #54353, records of Big Horn County, Montana.

Section 22: All; EXCEPTING therefrom the following 2 Tracts of land:

1. Amended Certificate of Survey No. 188

2. That part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded October 14, 1930, in Book 1 Right of Way, Page 169, under Document #53044, records of Big Horn County, Montana.

Parcel N:
That part of N½ of Section 22, Township 1 South, Range 31 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Amended Certificate of Survey No. 188 on file in the office of the Clerk and Recorder of said County, under Document #304939.

Parcel O:
Block A: Lots 1-2 All Inclusive
Block B: Lots 1-2 All Inclusive
Block C: Lot 1
Block D: Lot 1
Block E: Lots 1-2 All Inclusive
Block F: Lots 1-2 All Inclusive
Block G: Lots 1-2 All Inclusive
Block H: Lots 1-2 All Inclusive
Block 1: Lots 1-20 All Inclusive
Block 2: Lots 1-16 All Inclusive
Block 3: Lots 1-16 All Inclusive
Block 4: Lots 1-20 All Inclusive
Block 5: Lots 1-20 All Inclusive
Block 6: Lots 1-20 All Inclusive
Block 7: Lots 1-20 All Inclusive
Block 8: Lots 1-20 All Inclusive
Block 9: Lots 1-20 All Inclusive
Block 10: Lots 1-16 All Inclusive
Block 11: Lots 1-16 All Inclusive

Block 12: Lots 1-20 All Inclusive
Block 13: Lots 1-20 All Inclusive
Block 14: Lots 1-16 All Inclusive
Block 15: Lots 1-16 All Inclusive
Block 16: Lots 1-11 All Inclusive
Block 17: Lots 1-20 All Inclusive
Block 18: Lots 1-20 All Inclusive
Block 19: Lots 1-20 All Inclusive
Block 20: Lots 1-20 All Inclusive
Block 21: Lots 1-20 All Inclusive
Block 22: Lots 1-16 All Inclusive
Block 23: Lots 1-16 All Inclusive
Block 24: Lots 1-20 All Inclusive
Block 25: Lots 1-2 All Inclusive
Block 26: Lots 1-2 All Inclusive
Block 27: Lots 1-5 All Inclusive
Block 28: Lots 1-5 All Inclusive
Block 29: Lots 1-5 All Inclusive
Block 30: Lots 1-5 All Inclusive
Block 31: Lots 1-5 All Inclusive
Block 32: Lots 1-9 All Inclusive
Block 33: Lots 1-4 All Inclusive
Block 34: Lots 1-5 All Inclusive
Block 35: Lots 1-26 All Inclusive
Block 36: Lots 1, 2, 3, 4, 5, 19, 20, 21, 22, 23, 24, 25 and 26
Block 37: Lots 1-35 All Inclusive
Block 38: Lots 1-32 All Inclusive
Block 39: Lots 1-26 All Inclusive
Block 40: Lots 1-26 All Inclusive
Block 41: Lots 1-26 All Inclusive
Block 42: Lots 1-26 All Inclusive
Block 43: Lots 1-26 All Inclusive
Block 44: Lots 1-26 All Inclusive
Block 45: Lots 1-18 All Inclusive
Block 46: Lots 1-18 All Inclusive
Block 47: Lots 1-26 All Inclusive

of The Town of Toluca, in Big Horn County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #5617.

Parcel P:
All that part of Lots 1, 2, 3 and 4, Block 14, of Southwest Addition, in the City of Hardin, Big Horn County, Montana, lying South of the South right of way boundary of First Street South extended East across Block 14 to Crawford Avenue according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #13692.

AND

Lots 5 and 6, Block 14, of Southwest Addition, 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 #13692.

Parcel Q:
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.

Parcel R:
Township 1 North, Range 33 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 29: W½; W½SE¼

Section 30: Government Lots 1 and 2;

E½NW¼
EXCEPTING therefrom the following 2 Tracts of land:
1. Certificate of Survey No. 472

2. Certificate of Survey No. 652(A)

E½

Inclusive of:
That part of SE¼ of Section 30 and NE¼ of Section 31, Township 1 North, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 1, of Certificate of Survey No. 673(M) on file in the office of the Clerk and Recorder of said County, under Document #341233.

Section 31: Government Lots 1 and 2; NE¼, also described of record as: That part of N½ of Section 31, Township 1 North, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Government Lots 1, 2 and NE¼ Tract B, of Certificate of Survey No. 781 AG on file in the office of the Clerk and Recorder of said County, under Document #371683; Inclusive of: That part of SE¼ of Section 30 and NE¼ of Section 31, Township 1 North, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 1, of Certificate of Survey No. 673(M) on file in the office of the Clerk and Recorder of said County, under Document #341233.

Parcel S:
That part of NE¼SE¼ of Section 29, Township 1 North, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract A, of Certificate of Survey No. 473 on file in the office of the Clerk and Recorder of said County, under Document #308056.

Parcel T:
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 U:
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; W½SE¼; E½SW¼

Parcel V:
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; S½NE¼; N½SE¼

Parcel W:
Township 2 South, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 1: Lots 7 and 8

Parcel X:
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 Y:
Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 6: NW¼SW¼

Parcel Z:
Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 6: Lots 1 and 9

Parcel AA:
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 BB:
Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 6: S½NE¼; N½SE¼

Parcel CC:
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, SW¼NE¼, NW¼SE¼, SW¼, S½NW¼ 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 DD:
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.

Parcel EE:
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 B
Permitted Encumbrances

[To be agreed between Vendor and Purchaser prior to the Closing Date]

Schedule C
Lease Acreage

Camp 1

Allotment No. 0019/982/983: T. 2 S., R. 34 E. #19-SEC. 19: LOT 7, SW¼SE¼, SE¼SW¼, #982-SEC. 10: SW¼, W½SE¼, #983-SEC. 16: N½NE¼;

Allotment No. 0463D: T. 2 S., R. 34 E. SEC. 28: NE¼NW¼;

Allotment No. 1092/1093: T. 1 S., R. 33 E. #1092 SEC. 24: LOT 6; #1093 SEC. 25: LOTS 5,6,7;

Allotment No. 3396: T. 2 S., R. 34 E. SEC. 19: NW¼;

Allotment No. 0103: T. 2 S., R. 33 E. SEC. 11: LOTS 5,6, SE¼NE¼, SE¼SE¼; SEC. 12: W½, W½NE¼: SEC. 13: N½SE¼; SEC. 25: N½SW¼, W½SE¼; SEC. 26: NE¼SE¼; LESS 19.92 ROW

Allotment No. 0121: T. 2 S., R. 34 E. SEC. 18: SE¼, N½SW¼;

Allotment No. 0122B: T. 2 S., R. 34 E. SEC. 18: SW¼NE¼, SE¼NW¼;

Allotment No. 0126: T. 2 S., R. 34 E. SEC. 30: E½SW¼; SEC. 31: NE¼NW¼;

Allotment No. 0128C: T. 2 S., R. 33 E. SEC. 12: W½SW¼SE¼; T. 2 S., R. 34 E. SEC. 7: SW¼SW¼;

Allotment No. 0130: T. 2 S., R. 34 E. SEC. 7: E½NW¼, NE¼SW¼;

Allotment No. 0133A: T. 2 S., R. 33 E. SEC. 1: LOTS 4,5,6, S½NE¼;

Allotment No. 0133C: T. 2 S., R. 34 E. SEC. 6: NW¼SW¼; MONETTE'S OWN FEE

Allotment No. 0134: T. 2 S., R. 34 E. SEC. 6: LOTS 1, 9; MONETTE'S OWN FEE

Allotment No. 0134A: T. 2 S., R. 33 E. SEC. 1: LOTS 7, 8;

Allotment No. 0135C: T. 2 S., R. 33 E. SEC. 1: LOTS 9,10,11,12,13,14; SEC. 2: LOTS 6,7;

Allotment No. 0136A: T. 2 S., R. 33 E. SEC. 1: LOTS 15 & 16, N½SE¼; MONETTE'S OWN FEE

Allotment No. 0139B: T. 2 S., R. 34 E. SEC. 15: E½SW¼SE¼;

Allotment No. 0463C: T. 2 S., R. 34 E. SEC. 28: S½NW¼;

Allotment No. 0840A: T. 2 S., R. 34 E. SEC. 21: E½NE¼; SEC. 22: W½E½W½ W½E½NW¼, W½W½W½E½NW¼, W½NW¼;

Allotment No. 0841: T. 2 S., R. 34 E. SEC. 21: W½NE¼;

Allotment No. 0974: T. 3 S., R. 34 E. SEC. 4: LOT 3, SE¼NW¼;

Allotment No. 0986: T. 3 S., R. 34 E. SEC. 4: LOT 4, SW¼NW¼; SEC. 5: LOTS 1,2, S½NE¼;

Allotment No. 0988A: T. 2 S., R. 34 E. SEC. 26: N½NW¼SW¼SE¼ ; .

Allotment No. 0988D: T. 2 S., R. 34 E. SEC. 25: SW¼SW¼; SEC. 26: LOT 7, NE¼SW¼SE¼, S½SW¼SE¼, S½NW¼SW¼SE¼ ;

Allotment No. 1019A: T. 2 S., R. 34 E. SEC. 22: W½SE¼;

Allotment No. 1021: T. 2 S., R. 34 E. SEC. 21: SE¼SE¼; SEC. 22: W½SW¼;

Allotment No. 1024: T. 2 S., R. 34 E. SEC. 8: NE¼, N½SE¼;

Allotment No. 1025: T. 2 S., R. 34 E. SEC. 8: S½SE¼;

Allotment No. 1027: T. 2 S., R. 34 E. SEC. 8: SW¼NW¼, NW¼SW¼; SEC. 17: NW¼;

Allotment No. 1028: T. 2 S., R. 34 E. SEC. 8: S½SW¼, NE¼SW¼;

Allotment No. 1080A: T. 1 S., R. 34 E. SEC. 32: E½NW¼, NW¼NW¼NE¼, S½NE¼NW¼NE¼ , S½NW¼NE¼, SW¼NE¼, (IRRIGATED AND DRY FARM ONLY)

Allotment No. 1084B: T. 2 S., R. 34 E. SECTION 19: SE¼;

Allotment No. 1084C: T. 2 S., R. 34 E. SEC. 19: NE¼;

Allotment No. 1545: T. 2 S., R. 34 E. SEC. 26: LOT 5;

Allotment No. 1546: T. 2 S., R. 34 E. SEC. 27: N½NW¼, SE¼NW¼;

Allotment No. 1783: T. 2 S., R. 34 E. SEC. 30: W½NE¼;

Allotment No. 2052: T. 1 S., R. 34 E. SEC. 32: SE¼, E½SW¼; SEC. 33: N½SW¼; UND 24/96 FEE INTEREST EXCLUDED

Allotment No. 2053: T. 1 S., R. 34 E. SEC. 32: W½SW¼; SEC. 33: SW½SW½; UND. FEE OF 24/288 EXC. LESS 3.5 A. ROW LESS 2.5 A. HOMESITE

Allotment No. 2233: T. 2 S., R. 34 E. SEC. 9: LOTS 2,3,4, S½NW¼, SW¼NE¼;

Allotment No. 2269C: T. 2 S., R. 34 E. SEC. 21: S½NW¼;

Allotment No. 2551: T. 2 S., R. 34 E. SEC. 28: N½SE¼, NE¼NE¼, S½NE¼;

Allotment No. 2580A: T. 2 S., R. 34 E. SEC. 29: W½SW¼;

Allotment No. 2580B: T. 2 S., R. 34 E. SEC. 29: E½SW¼;

Allotment No. 2581: T. 2 S., R. 34 E. SEC. 32: S½S½NW¼;

Allotment No. 2644: T. 2 S., R. 34 E. SEC. 29: NW¼;

Allotment No. 2757: T. 2 S., R. 34 E. SEC. 9: LOT 1;

Allotment No. 3248: T. 2 S., R. 34 E. SEC. 15: LOT 4, NW¼SE¼;

Allotment No. 3254: T. 2 S., R. 34 E. SEC. 15: LOTS 2,3, SW¼NE¼;

Allotment No. 3379: T. 2 S., R. 34 E. SEC. 23: SE¼SW¼, SW¼SE¼;

Allotment No. 3435: T. 2 S., R. 34 E. SEC. 20: SW¼;

Allotment No. 3544B: T. 2 ., R. 34 E. SEC. 16: E½SW¼, W½SE¼;

Allotment No. 3654: T. 2 S., R. 34 E. SEC. 6: LOTS 2,3,4,10,11,12, SE¼NW¼, NE¼SW¼;

Allotment No. 6014: T. 2 S., R. 34 E. SEC. 22: LOT 1, W½NE¼;

Allotment No. 0119,3543: T. 2 S., R. 33 E. SEC. 13: E½SE¼NE¼, SEC. 25: SE¼NE¼, E½SE¼, T. 2 S. R. 34 E. SEC. 18: SW¼NW¼, SEC. 30: W½SW¼;

Allotment No. 0128C: UNDIV. FEE **- SEE FILE**

Allotment No. 1021: UND. FEE **- SEE FILE**

Allotment No. 1783: FEE PORTION- NOT ASSESSED-UNABLE TO LOCATE **SEE FILE**

Allotment No. 2052: **SEE FILE**

Allotment No. 2053: **SEE FILE**

Allotment No. 2581: T. 2 S., R. 34 E. SEC. 32: N½NW¼, N½S½NW¼;

Allotment No. 3306/3307: T. 2 S., R. 34 E. SEC. 35: NW¼, LOT 1,2; SEC. 36: W½NW¼; SEC. 34: S½SE¼; T. 3 S., R. 34 E. SEC. 2: LOT 3,4; SEC. 3: LOTS 1,2, S½NE¼; SEC. 4: SE¼; SEC. 9: NW¼NE¼; FARMING IS CROP SHARE

Allotment No. AIRPORT: T. 1 S., R. 34 E. SEC. 30: **SEE FILE**

Allotment No. DEEDED: T. 3 S., R. 34 E. SEC. 05: SE¼;

Allotment No. 0119A: T. 2 S., R. 33 E. SEC. 13: SW¼NE¼, W½SE¼NE¼;

Allotment No. 0128A: T. 2 S., R. 33 E. SEC. 12: SE¼SE¼, E½SW¼SE¼;

Allotment No. 0139A: T. 2 S., R. 34 E. SEC 15: S½SW¼;

Allotment No. 0463B: T. 2 S., R. 34 E. SEC. 28: NW¼NW¼;

Allotment No. 0757A: T. 1 S., R. 34 E. SEC. 31: LOTS 1,2,3; IRRIGATED ACRES ARE "OTHER" ON LEASE

Allotment No. 0859: T. 2 S., R. 33 E. SEC. 36: NE¼NE¼;

Allotment No. 1080: T. 1 S., R. 34 E. SEC. 30: LOTS 5, 8, SW¼SE¼;

Allotment No. 1082C: T. 1 S., R. 34 E. SEC. 31: E½NW¼;

Allotment No. 2234B: T. 2 S., R. 34 E. SEC 9: N½SW¼;

Allotment No. 2367: T. 2 S., R. 34 E. SEC. 28: SW¼;

Allotment No. 2566A: T. 2 S., R. 34 E. SEC. 29: SE¼SE¼, SEC. 32: E½NE¼;

Allotment No. 2566B: T. 2 S., R. 34 E. SEC. 29: N½SE¼, SW¼SE¼;

Allotment No. 2566C: T. 2 S., R. 34 E. SEC. 32: W½NE¼;

Allotment No. 2633: T. 2 S., R. 34 E. SEC 30: SE¼SE¼; SEC 31: N½NE¼, SE¼NE¼;

Allotment No. 3113: T. 2 S., R. 34 E. SEC. 15: S½NW¼, N½SW¼;

Allotment No. 3137A: T. 2 S., R. 34 E. SEC. 28: S½SE¼, SEC 33: W½NE¼, NW¼;

Allotment No. 3254D: T. 2 S., R. 34 E. SEC. 33: SE¼SE¼; LESS 1.20 ROW

Allotment No. 3305: T. 2 S., R. 34 E. SEC. 34: N½SE¼; SEC. 35: N½SW¼;

Allotment No. 3545A: T. 2 S., R. 34 E. SEC. 17: SE¼SW¼, SW¼SE¼;

Camp 4

Allotment No. 0044A: T. 4 S., R. 32 E. SEC. 21: S½SE¼;

Allotment No. 0329: T. 5 S., R. 30 E. SEC. 12: W½SE¼;

Allotment No. 2524: T. 5 S., R. 31 E. SEC. 30: NE¼;

Allotment No. 2614: T. 4 S., R. 32 E. SEC. 32: W½NW¼;

Allotment No. 2818: T. 5 S., R. 31 E. SEC. 23: NE¼;

Allotment No. 3260: T. 4 S., R. 31 E. SEC. 31: E½W½; SEC. 32: S½NE¼;

Allotment No. 3260A: T. 4 S., R. 31 E. SEC. 33: SW¼SE¼, SE¼SW¼;

Allotment No. 3296: T. 4 S., R. 31 E. SEC. 31: LOTS 3,4; T. 5 S., R. 31 E. SEC. 5: LOTS 3,4; SEC. 6: LOTS 1,2,3,4,5,6, S½NE¼, SE¼NW¼, NE¼SW¼;

Allotment No. 3361: T. 5 S., R. 31 E. SEC. 14: NE¼;

Allotment No. 3425B: T. 4 S., R. 32 E. SEC. 20: SE¼;

Allotment No. 0062: T. 4 S., R. 32 E. SEC. 21: S½NW¼NE¼, N½SW¼NE¼, N½S½SW¼NE¼; 2016

Allotment No. 0062C: T. 4 S., R. 32 E. SEC. 21: NW¼SE¼, S½S½SW¼NE¼; AN UND 240/270 INT IN. MONETTE'S OWN FEE

Allotment No. 0108: T. 5 S., R. 31 E. SEC. 5: S½NW¼; AN UND. INT. IN.

Allotment No. 0165A: T. 4.S., R. 32 E. SEC. 32: W½SW¼;

Allotment No. 0274: T. 5 S., R. 31 E. SEC. 29: N½SW¼;

Allotment No. 0290: T. 5 S., R. 31 E. SEC. 8: E½SE¼;

Allotment No. 0296B: T. 5 S., R. 31 E. SEC. 16: SE¼;

Allotment No. 0305E: T. 4 S., R. 32 E. SEC. 27: LOT 5, SEC. 28: E½NE¼SE¼NE¼

Allotment No. 0305F: T. 4 S., R. 32 E. SEC. 27: LOT 6 (SWNW);

Allotment No. 0306E: T. 4 S., R. 32 E. SEC. 28: NW¼NW¼;

Allotment No. 0307A: T. 4 S., R. 32 E. SEC. 28: NE¼NW¼;

Allotment No. 0307B: T. 4 S., R. 32 E. SEC. 28: SW¼NE¼;

Allotment No. 0312: T. 4 S., R. 31 E. SEC. 26: S½SW¼, SW¼SE¼; SEC. 35: N½NW¼, NW¼NE¼;

Allotment No. 0313: T. 4 S., R. 31 E. SEC. 35: NE¼NE¼; SEC. 36: NW¼NW¼;

Allotment No. 0314B: T. 4 S., R. 32 E. SEC. 31: N½NE¼, SE¼NE¼;

Allotment No. 0316: T. 4 S., R. 32 E. SEC. 31: W½NW¼; T. 4 S., R. 31 E. SEC. 36: SE¼NE¼;

Allotment No. 0318: T. 4 S., R. 31 E. SEC. 36: NE¼SW¼, NW¼SE¼;

Allotment No. 0328: T. 5 S., R. 31 E. SEC. 6: SE¼;

Allotment No. 0388A: T. 4 S., R. 31 E. SEC. 22: SW¼;

Allotment No. 0408: T. 5 S., R. 30 E. SEC. 24: S½NE¼;

Allotment No. 0409: T. 5 S., R. 31 E. SEC. 19: NE¼; AN UND. .0558127572 FEE INT. EXCLUDED

Allotment No. 0450A: T. 5 S., R. 32 E. SEC. 19: SW¼NW¼, NW¼SW¼;

Allotment No. 0450B,C: T. 5 S., R. 31 E. SEC. 24: #450-B NE¼SE¼, #450-C SE¼NE¼;

Allotment No. 0450B/C,451A: T. 5 S., R. 32 E. 450-B-SEC. 19: LOT 6, 450-C-SEC. 19: LOT 7, 451-A-SEC. 18: LOT 8, SEC. 19: LOT 5, NW¼NW¼; EXCLUDING 2.21 ACRES OTHER

Allotment No. 0466: T. 4 S., R. 31 E. SEC. 32: NW¼;

Allotment No. 0474: T. 5 S., R. 31 E. SEC. 13: NE¼, SE¼NW¼;

Allotment No. 0475: T. 5 S., R. 32 E. SEC. 18: LOTS 6,7, NW¼SW¼;

Allotment No. 0476: T. 5 S., R. 32 E. SEC. 18: LOT 5;

Allotment No. 0476: T. 5 S., R. 31 E. SEC. 19: LOT 3, NE¼SW¼;

Allotment No. 0477: T. 5 S., R. 31 E. SEC. 13: NE¼SE¼; T. 5 S., R. 32 E. SEC. 18: W½NW¼; LESS UND. FEE INT.

Allotment No. 0478: T. 5 S., R. 31 E. SEC. 13: N½NW¼, SW¼NW¼;

Allotment No. 0488: T. 5 S., R. 31 E. SEC. 19: LOTS 1,2, E½NW¼;

Allotment No. 0530: T. 5 S., R. 31 E. SEC. 30: N1/2SE¼;

Allotment No. 0539: T. 5 S., R. 32 E. SEC. 06: N½SE¼;

Allotment No. 0540: T. 5 S., R. 32 E. SEC. 5: LOT 5, S½NW¼;

Allotment No. 0547: T. 4 S., R. 32 E. SEC. 32: NE¼SE¼; SEC. 33: LOTS 2,3, NE¼SW¼, W½SW¼;

Allotment No. 0548: T. 4 S., R. 32 E. SEC. 32: E½SW¼;

Allotment No. 0549: T. 4 S., R. 32 E. SEC. 32: NW¼SE¼, S½SE¼;

Allotment No. 0582: T. 4 S., R. 31 E. SEC. 29: SE¼; SEC. 32: N½NE¼; LESS 2.5 A. ROW

Allotment No. 0625: T. 4 S., R. 31 E. SEC. 36: N½NE¼;

Allotment No. 0642: T. 5 S., R. 31 E. SEC. 19: SE¼;

Allotment No. 0643: T. 5 S., R. 31 E. SEC. 20: W½SW¼; AN UND.289800/302400 INT. IN.

Allotment No. 0645: T. 4 S., R. 31 E. SEC. 24: SE¼; LESS 7.3 A. ROW

Allotment No. 0648: T. 4 S., R. 31 E. SEC. 24: S½SW¼;

Allotment No. 0662: T. 5 S., R. 30 E. SEC. 12: S½SW¼; AN UND. 5738527080/574801920 0 INT IN.

Allotment No. 0696: T. 4 S., R. 31 E. SEC. 29: S½NE¼;

Allotment No. 0716A: T. 5 S., R. 31 E. SEC. 18: NE¼;

Allotment No. 0721: T. 5 S., R. 31 E. SEC. 15: N½SW¼;

Allotment No. 0726A: T. 5 S., R. 31 E. SEC 9: NE¼; LESS AN UND. FEE INT. LESS 11.0 A. ROW

Allotment No. 1020: T. 5 S., R. 31 E. SEC. 5: W½SW¼; LESS FEE .0104166667

Allotment No. 1233: T. 5 S., R. 31 E. SEC. 5: E½SW¼;

Allotment No. 1348: T. 5 S., R. 31 E. SEC. 20: SE¼SW¼; SEC. 29: E½NW¼; LESS AN UNDIV. FEE INT.

Allotment No. 1433: T. 5 S., R. 31 E. SEC. 4: SE¼;

Allotment No. 1443: T. 4 S., R. 31 E. SEC. 25: S½SW¼; SEC. 26: SE¼SE¼;

Allotment No. 1617: T. 5 S., R. 31 E. SEC. 30: LOTS 1,2, E½NW¼;

Allotment No. 1624: T. 4 S., R. 31 E. SEC. 36: NW¼SW¼, S½SW¼;

Allotment No. 1625: T. 4 S., R. 31 E. SEC. 35: N½SE¼, SE¼SE¼;

Allotment No. 1759: T. 4 S., R. 30 E. SEC. 25: E½E½; SEC. 36: E½E½;

Allotment No. 1829A: T. 5 S., R. 32 E. SEC. 5: LOTS 7,8,9,10, NE¼SW¼;

Allotment No. 1829B: T. 5 S., R. 32 E. SEC. 5: W½SW¼;

Allotment No. 2077: T. 5 S., R. 31 E. SEC. 10: SE¼, E½W½, W½W½W/12W½NE¼;

Allotment No. 2212: T. 5 S., R. 32 E. SEC. 7: N½NW¼;

Allotment No. 2292: T. 5 S., R. 32 E. SEC. 6: N½SW¼, SE¼SW¼; LESS AN UND. FEE INT. IN-**SEE FILE**

Allotment No. 2401: T. 5 S., R. 30 E. SEC. 23: SE¼NW¼, NE¼SW¼, SE¼, S½NE¼;

Allotment No. 2414: T. 4 S., R. 31 E. SEC. 25: N½;

Allotment No. 2428: T. 5 S., R. 31 E. SEC. 1: LOTS 1,2, S½NE¼, SE¼; AN UND. FEE INT. EXCL. **SEE FILE**

Allotment No. 2433: T. 5 S., R. 31 E. SEC. 9: SE¼;

Allotment No. 2436: T. 5 S., R. 31 E. SEC. 7: E½SE¼; SEC. 8: SW¼, W½SE¼; AN UND. FEE INT. INT. EXCLUDED

Allotment No. 2437: T. 5 S., R. 31 E. SEC. 7: W½SE¼, E½SW¼; AN UND. INT. IN.

Allotment No. 2451: T. 4 S., R. 31 E. SEC. 23: SW¼;

Allotment No. 2452: T. 5 S., R. 31 E. SEC. 8: NW¼;

Allotment No. 2453: T. 5 S., R. 31 E. SEC. 7: NE¼;

Allotment No. 2454: T. 5 S., R. 31 E. SEC. 7: LOTS 1,2, E½NW¼;

Allotment No. 2455: T. 5 S., R. 30 E. SEC. 12: NE¼;

Allotment No. 2456: T. 5 S., R. 30 E. SEC. 12: E½SE¼; T. 5 S., R. 31 E. SEC. 7: LOTS 3,4;

Allotment No. 2465: T. 5 S., R. 31 E. SEC. 12: E½E½; LESS AN UND. FEE

Allotment No. 2472: T. 5 S., R. 31 E. SEC. 1: LOTS 3,4, S½NW¼, SW¼;

Allotment No. 2484: T. 5 S., R. 30 E. SEC. 12: E½NW¼, NE¼SW¼; T. 5 S., R. 31 E. SEC. 4: SE¼NE¼; LESS FEE

Allotment No. 2507: T. 5 S., R. 31 E. SEC. 5: LOTS 1,2, S½NE¼; LESS UND. .0157407407 FEE

Allotment No. 2514: T. 5 S., R. 31 E. SEC. 30: LOT 3, NE¼SW¼, E½E½SE¼SW¼; AN UND. FEE INT. EXCL

Allotment No. 2520: T. 5 S., R. 31 E. SEC. 30: S½SE¼;

Allotment No. 2528: T. 5 S., R. 31 E. SEC. 16: SW¼;

Allotment No. 2559: T. 4 S., R. 32 E. SEC. 30: NE¼;

Allotment No. 2567: T. 5 S., R. 30 E. SEC. 25: N½;

Allotment No. 2579: T. 5 S., R. 31 E. SEC. 17: SW¼;

Allotment No. 2592: T. 5 S., R. 30 E. SEC. 24: SW¼;

Allotment No. 2594: T. 5 S., R. 31 E. SEC. 17: SE¼; AN UND. FEE INT. EXCL.

Allotment No. 2595: T. 5 S., R. 31 E. SEC. 17: NE¼;

Allotment No. 2660: T. 5 S., R. 31 E. SEC. 15: NE¼;

Allotment No. 2716: T. 5 S., R. 30 E. SEC. 24: SE¼;

Allotment No. 2743: T. 5 S., R. 31 E. SEC. 14: NW¼;

Allotment No. 2823: T. 5 S., R. 31 E. SEC. 24: E½SW¼, SW¼SW¼, NW¼SE¼;

Allotment No. 2839C: T. 5 S., R. 31 E. SEC. 23: SW¼SE¼;

Allotment No. 2840: T. 5 S., R. 31 E. SEC. 23: N½SE¼, SE¼SE¼; SEC. 24: NW¼SW¼;

Allotment No. 2841: T. 5 S., R. 31 E. SEC. 23: SW¼;

Allotment No. 2852: T. 4 S., R. 31 E. SEC. 28: SE¼; BALANCE UNDER FEE PATENT. LESS 2.72 ROW

Allotment No. 2871: T. 4 S., R. 31 E. SEC. 33: N½SE¼, SEC. 34: N½SW¼;

Allotment No. 2981: T. 5 S., R. 31 E. SEC. 11: NW¼;

Allotment No. 3010A: T. 5 S., R. 31 E. SEC. 4: SW¼; SEC. 5: S½SE¼; SEC. 8: N½NE¼;

Allotment No. 3060A: T. 5 S., R. 31 E. SEC. 11: NE¼;

Allotment No. 3060B: T. 4 S., R. 32 E. SEC. 30: NW¼; **SEE FILE**

Allotment No. 3258: T. 4 S., R. 31 E. SEC. 32: S½;

Allotment No. 3259: T. 4 S., R. 31 E. SEC. 31: E½;

Allotment No. 3298: T. 4 S., R. 32 E. SEC. 20: SW¼;

Allotment No. 3314: T. 5 S., R. 31 E. SEC. 15: S½W½, SE¼;

Allotment No. 3317A: T. 4 S., R. 32 E. SEC. 19: NE¼;

Allotment No. 3317B: T. 4 S., R. 32 E. SEC. 20: NE¼; AN UND. 240/270 INT. IN.

Allotment No. 3319: T. 4 S., R. 31 E. SEC. 24: NE¼; T. 4 S., R. 32 E. SEC. 19: NW¼;

Allotment No. 3334B: T. 5 S., R. 31 E. SEC. 11: S½;

Allotment No. 3365A: T. 4 S., R. 31 E. SEC. 28: W½; LESS 7.9 ACRE ROW AN UNDIV. 6/12 FEE INT. EXCLUDED

Allotment No. 3401: T. 4 S., R. 31 E. SEC. 34: S¼NE¼, SE¼, S½SW¼;

Allotment No. 3480: T. 5 S., R. 31 E. SEC. 24: NW¼;

Allotment No. 3531: T. 4 S., R. 32 E. SEC. 33: NW¼;

Allotment No. 3533: T. 4 S., R. 32 E. SEC. 29: NE¼;

Allotment No. 3568: T. 5 S., R. 31 E. SEC. 12: SW¼, W½NW¼;

Allotment No. 3591: T. 4 S., R. 32 E. SEC. 32: NE¼;

Allotment No. 3598: T. 5 S., R. 32 E. SEC. 6: LOTS 1,2,3,4, S½N½;

Allotment No. 0108: **SEE FILE**

Allotment No. 0302A: T. 4 S., R. 32 E. SEC. 17: S½SE¼; ALLOT. 302 - 24.08 FARM ACRES

Allotment No. 0409: **SEE FILE**

Allotment No. 0643: **SEE FILE**

Allotment No. 0662: FEE INTEREST-**SEE FILE**

Allotment No. 0726A: T. 5 S., R. 31 E. SEC 9: NE¼; AN UND. .1033950617 FEE PORTION

Allotment No. 1348: **SEE FILE**

Allotment No. 1625: **SEE FILE**

Allotment No. 2286/2364/337: T. 4 S., R. 31 E. SEC. 15: S½SW¼; SEC. 20: NE¼; SEC. 21: N½; SEC. 22: NW¼; SEC. 24: NW¼SW¼, SW¼NW¼, SEC. 23: SE¼; SEC. 26: S½NE¼, N½SE¼, NW¼;

Allotment No. 2292: **SEE FILE**

Allotment No. 2428: **SEE FILE**

Allotment No. 2436: FEE INT. **- SEE FILE**

Allotment No. 2437: **SEE FILE**

Allotment No. 2465: T. 5 S., R. 31 E. SEC 12: E½E½; UND. FEE INT. IN & TO; E. KOLLER TRACKED, NOT PAID

Allotment No. 2484: **SEE FILE**

Allotment No. 2507: UND. FEE **- SEE FILE**

Allotment No. 2514: **SEE FILE**

Allotment No. 2594: **SEE FILE**

Allotment No. 2852: AN UND. FEE INT IN: Monette Owns 6/12 Brian K. Owns 1/12 Kara K. Owns 1/12

Allotment No. 3103: T. 4 S., R. 31 E. SEC. 34: NW¼;

Allotment No. 3365A: AN UNDIV. 6/12 FEE INT IN AND TO MONETTE'S OWN 4/12 KWIATKOWSKI 2/12

Allotment No. 3463: T. 5 S., R. 30 E. SEC. 1: A PORTION OF THE S½SE¼; 48.9 ACRES OF FARMLAND.

Allotment No. 0309B: T. 4 S., R. 32 E. SEC. 29: NW¼SE¼;

Allotment No. 0309D: T. 4 S., R. 32 E. SEC 29: SW¼SE¼;

Allotment No. 0355: T. 5 S., R. 30 E. SEC 24: N½NE¼;

Allotment No. 0717: T. 5 S., R. 31 E. SEC 29: W½NW¼;

Allotment No. 0729A: T. 5 S., R. 31 E. SEC. 19: LOT 4, SE¼SW¼;

Allotment No. 0745: T. 5 S., R. 31 E. SEC. 5: N½SE¼;

Allotment No. 2077E: T. 5 S., R. 31 E. SEC. 10: E½NE¼, E½W½NE¼, E½W½W½NE¼, E½W½W½W½NE¼; LESS .27 A. OTHER

Allotment No. 2406: T. 5 S., R. 31 E. SEC. 9: E½SW¼;

Allotment No. 2406A: T. 5 S., R. 31 E. SEC. 9: W½SW¼;

Allotment No. 2427: T. 5 S., R. 31 E. SEC. 10: W½W½;

Allotment No. 2471: T. 5 S., R. 31 E. SEC. 18: LOTS 1,2, E½NW¼;

Allotment No. 2474: T. 5 S., R. 31 E. SEC. 18: LOT 3 (NW¼SW¼), LOT 4 (SW¼SW¼), E½SW¼;

Allotment No. 2488: T. 4 S., R. 32 E. SEC. 30: SW¼;

Allotment No. 2502: T. 5 S., R. 31 E. SEC 4: LOTS 3,4, S½NW¼;

Allotment No. 2504: T. 5 S., R. 31 E. SEC 16: N½;

Allotment No. 2539: T. 5 S., R. 31 E. SEC 18: SE¼;

Allotment No. 2578: T. 5 S., R. 31 E. SEC. 17: NW¼;

Allotment No. 2582: T. 5 S., R. 30 E. SEC. 13: N½;

Allotment No. 2583: T. 5 S., R. 30 E. SEC. 13: SW¼;

Allotment No. 2584: T. 5 S., R. 30 E. SEC. 13: SE¼;

Allotment No. 2614A: T. 4 S., R. 32 E. SEC. 32: E½NW¼;

Allotment No. 2822: T. 5 S., R. 31 E. SEC. 24: S½SE¼; SEC. 25: LOTS 3,4; T. 5 S., R. 32 E. SEC. 19: LOT 8; SEC. 30: LOT 5;

Allotment No. 3102A/3103B: T. 5 S., R. 31 E. #3102A-SEC. 12: W½E½; #3103B-SEC. 12: E½NW½;

Allotment No. 3103A: T. 5 S., R. 32 E. SEC. 6: SW¼SW¼;

Allotment No. 3367B: T. 4 S., R. 31 E. SEC. 20: S½; SEC. 21: SW¼; SEC. 29: N½NE¼; SCHWEND USES GRASS

Allotment No. 3481: T. 5 S., R. 31 E. SEC. 14: SE¼;

Allotment No. 6105: T. 5 S., R. 32 E. SEC. 18: M&B… ISLAND WITHIN E½, SEC. 19: M&B… ISLAND WITHIN N½N½; UNSURVEYED ISLAND

Allotment No. 6178D: T. 4 S., R. 31 E. SEC. 22: SE¼;

Allotment No. 6178F: T. 5 S., R. 31 E. SEC. 03: LOTS 1,2,3,-4, S½, S½N½;

Fly Creek

Allotment No. 0231E: T. 2 S., R. 31 E. SEC. 19: LOT 3, NE¼SW¼;

Allotment No. 0666: T. 2 S., R. 30 E. SEC. 01: LOTS 9, 10; SEC. 12: E½;

Allotment No. 1857: T. 2 S., R. 31 E. SEC. 15: NW¼;

Allotment No. 3062D: T. 2 S., R. 31 E. SEC. 20: SW¼SE¼;

Allotment No. 3062F: T. 2 S., R. 31 E. SEC. 20: W½SE¼SE¼;

Allotment No. 0077: T. 2 S., R. 31 E. SEC. 16: S½, SEC. 17: SE¼, SEC. 20: N½NE¼, N½S½NE¼; AN UND .9961904762 INT. IN.

Allotment No. 0221B: T. 2 S., R. 31 E. SEC. 2: LOTS 5,6,7,8; SEC. 11: N½NW¼;

Allotment No. 0230: T. 2 S., R. 31 E. SEC. 19: LOT 4, SE¼SW¼, S½SE¼;

Allotment No. 0231C: T. 2 S., R. 31 E. SEC. 19: W½NE¼, N½SE¼; AN UND. 790776/793800 INT. IN.

Allotment No. 0231D: T. 2 S., R. 31 E. SEC. 19: LOTS 1,2, E½NW¼;

Allotment No. 0262D: T. 2 S., R. 31 E. SEC. 20: E½E½SE¼; LESS AND UND. INT. IN NEAL BROS GINA CORRIGEUX

Allotment No. 0732C: T. 2 S., R. 30 E. SEC. 24: NE¼, E½E½NW¼, E½W½E½NW¼;

Allotment No. 1216D: T. 2 S., R. 30 E. SEC. 24: W½NW¼, W½W½E½NW¼, N½S½;

Allotment No. 1338: T. 2 S., R. 30 E. SEC. 16: S½; SEC. 21: NE¼; 1940/3240 IN FEE INTEREST

Allotment No. 1340: T. 2 S., R. 30 E. SEC. 21: W½, W½W½SE¼, W½E½W½SE¼; AN UND. FEE INT. EXCLUDED

Allotment No. 1757A: T. 2 S., R. 30 E. SEC. 14: W½SE¼, E½SW¼, SEC. 23: NE¼, E½NW¼;

Allotment No. 1772: T. 2 S., R. 30 E. SEC. 2: LOTS 11, 12; SEC. 11: W½; SEC. 14: W½NW¼;

Allotment No. 1853: T. 2 S., R. 31 E. SEC. 16: NW¼; SEC. 17: NE¼;

Allotment No. 1856: T. 2 S. R. 31 E. SEC. 16: NE¼; LESS 13.7 A. ROW (RESERVOIR)

Allotment No. 1918/1918D: T. 2 S., R. 31 E. 1918D - SEC. 3: LOTS 7,8; 1918 - SEC. 10: NE¼;

Allotment No. 3024: T. 2 S., R. 30 E. SEC. 24: S½S½; SEC. 25: N½N½N½N½;

Allotment No. 0077: AN UNDIVIDED .0038095238 FEE INT. IN: **SEE FILE**

Allotment No. 0231C: **SEE FILE**

Allotment No. 0262D: UNDIVIDED FEE OF: T. 2 S., R. 31 E. SEC. 20: E½E½SE¼;

Allotment No. 1338: **SEE FILE**

Allotment No. 1340: **SEE FILE**

Allotment No. 0788A,C: T. 2 S., R. 31 E. 788A-SEC. 17: W½W1/2W1/2SE1/4NW1/4. W½E½W1/2W½SE1 /4 NW¼, SW¼NW¼; 788C-SEC.17: SW¼, E½W½SE¼NW¼, E½SE¼NW¼, E½E½W½W½SE1 /4 NW¼;

Allotment No. 1827: T. 2 S., R. 30 E. SEC. 23: W½NW¼;

Allotment No. 3062A: T. 2 S., R. 31 E. SEC. 20: N½SW¼, NW¼, NW¼SE¼, NW¼SW¼SW¼, S½S½NE¼, W½NE¼SE¼; SEC. 19: E½NE¼

Allotment No. 3108: T. 2 S., R. 31 E. SEC. 14:N½S½, SEC. 15: NE¼;

Allotment No. 3252A: T. 2 S., R. 30 E. SEC. 1: LOTS 11,12; SEC. 12: N½NW¼, N½S½NW¼;

Allotment No. 3253: T. 2 S., R. 30 E. SEC. 12: SW¼, S½S½NW¼; SEC. 13: N½N½;

- **See File** reference indicates partial information received from Monette Farms. Parties agree to supplement Schedule C, as necessary, prior to or at Closing

Schedule D
Water Rights

[To be agreed between Vendor and Purchaser prior to the Closing Date]

Schedule E
Excluded Assets

[To be agreed between Vendor and Purchaser prior to the Closing Date]

Schedule F
Deed

Substantially in the Form Attached

UPON RECORDATION RETURN TO:

_____
_____
_____

GRANT DEED

Monette Farms USA, Inc., a Montana corporation, together with its affiliates, commenced proceedings under the Companies' Creditors Arrangement Act (Canada) before the Court of King's Bench of Alberta (the "**Court**"), as Action No. 2601 07148 (the "**CCAA Proceedings**"), and cases under chapter 15 of title 11 of the United States Code before the United States Bankruptcy Court for the District of Delaware (the "**US Court**"), as Case No. 26-10547-LSS (the "**Chapter 15 Cases**"), and Monette Farms USA, Inc. is an Applicant in the CCAA Proceedings and the Chapter 15 Cases;

On June 12, 2026, the Court entered an order authorizing a sale and investment solicitation process for the property of Monette Farms USA, Inc. and its affiliates, pursuant to which Monette Farms USA, Inc. agreed to sell to HTD Far West, LLC, a Texas limited liability company, the real property located in Big Horn County, Montana, for the purchase price set forth therein, under that certain SISP Agreement of Purchase and Sale of US Assets dated as of _____, 2026 (the "**Purchase Agreement**").

On _____, 2026, the Court entered an order in the CCAA Proceedings approving the sale and vesting title to the real property in HTD Far West, LLC free and clear of all encumbrances other than the permitted encumbrances (the "**Approval and Vesting Order**"), and thereafter, on _____, 2026, the US Court entered an order in the Chapter 15 Cases recognizing and giving full force and effect to the Approval and Vesting Order (the "**Recognition Order**") and, on _____, 2026, an order approving the sale (the "**Sale Order**"), wherein Monette Farms USA, Inc., as an Applicant in the CCAA Proceedings, was authorized to take all steps reasonably necessary to effectuate the conveyance, including but not limited to making, executing, and recording deeds, on an "as is, where is" basis and without representation or warranty of any kind, express or implied, except as expressly provided by Montana Code Annotated § 70-20-304;

NOW THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, Monette Farms USA, Inc., a Montana corporation, as an Applicant in the CCAA Proceedings and acting pursuant to the Approval and Vesting Order and the Recognition Order, does hereby grant, convey, release, and forever remise unto the Grantee, HTD Far West, LLC , a Texas l imited liability company, whose address is P.O. Box 1715, Bandera, TX 78003, without representation or warranty of any kind, express or implied, except as expressly provided by Montana Code Annotated § 70-20-304, the following described premises situated in Big Horn County, State of Montana, to wit:

See Exhibit A attached hereto and incorporated by this reference;

ALONG WITH all tenements, hereditaments, privileges, appurtenances, easements, and rights of access, now or hereafter belonging to Grantor and used in connection with the premises, including, without limitation, solar, wind, riparian, minerals (surface and subsurface) and water rights, if any.

SUBJECT TO the permitted encumbrances described in Exhibit B and to covenants, conditions, restrictions, rights of way, uses, privileges, reservations, plans, easements and agreements of record with respect to the premises described on Exhibit A, this reference to which shall not be construed to reimpose any such covenants, conditions, restrictions, rights of way, uses, privileges, reservations, plans, easements and agreements of record which have otherwise lapsed, expired or have otherwise been terminated in accordance with their terms or otherwise, as applicable.

FURTHER SUBJECT TO the rights of Grantor under any license agreement entered into between Grantor and Grantee pursuant to the Purchase Agreement, under which Grantor retains the right and license to enter those portions of the premises planted by Grantor for the 2026/2027 winter wheat crop year until such crops are harvested; and Grantor reserves such growing crops, together with the right to harvest and remove the same, if and only to the extent provided in such license agreement.

Together with all appurtenances thereunto belonging.

[SIGNATURE ON FOLLOWING PAGE]

DATED this _____ day of _____, 2026.

GRANTOR:

MONETTE FARMS USA, INC., a Montana corporation

By:_____
Darrel Monette,
President & Secretary

STATE OF MONTANA

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2026, by Darrel Monette, as President & Secretary of Monette Farms USA, Inc., a Montana corporation.

_____
Notary Public for the State of Montana

Printed Name: _____
Residing at: _____
My Commission Expires: _____

(NOTARIAL SEAL)

EXHIBIT A

Legal Description

[to be inserted]

EXHIBIT B

Permitted Encumbrances

[to be inserted]

Schedule G
Bill of Sale

Substantially in the Form Attached

BILL OF SALE

MONETTE FARMS USA, INC., a Montana corporation ("**Grantor**"), for Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, transfers, sells and conveys to HTD FAR WEST, LLC, a Texas limited liability company ("**Grantee**"), all of its right, title and interest in and to the following personal property (collectively, the "**Property**"):

(a) if attached to the land located in the County of Big Horn, State of Montana, described on Exhibit A attached hereto and made a part hereof (the "**Land**"), or the improvements thereon: (a) sprinkler systems and controls, if any; (b) all improvements of every type or kind owned by Grantor, on or off the Land, that are related to, associated with, or were historically used on or in connection with the water rights conveyed by Grantor to Grantee, including water diversion, carriage, storage, or transmission structures and facilities, pumps, outlet works, wells, headgates, ditches, ponds, reservoirs, plumes, measuring devices, splitter boxes, and other equipment and facilities related thereto; (c) all of Grantor's right, title and interest in and to all shares, membership, or other interest in any irrigation company, ditch company, or water users association appurtenant to or used in connection with the Land or the water rights conveyed by Grantor to Grantee, as described on Exhibit B attached hereto and incorporated herein by this reference; and (d) all of Grantor's right, title and interest in and to the Leases, and Grantee hereby assumes all of Grantor's indebtedness, liabilities, and other obligations arising under the Leases (whether such indebtedness, liabilities, and other obligations arise before or after the Effective Date). The Leases are listed on Exhibit C attached hereto and incorporated herein by this reference.

The Property is being sold and purchased "AS IS, WHERE IS" and without representations and warranties as further described below:

Grantee is relying solely on its own investigations of the Property, and Buyer is not relying in any way on any information regarding the Property furnished by Grantor. Grantee acknowledges and agrees that Grantee shall be solely responsible for conducting its own investigations and an analysis of the Property, and that Grantor has no obligation to conduct any such investigations, or to report any conclusions of any such investigations, to Grantee.

Grantor specifically disclaims (and Grantee expressly agrees that, Grantor is not making or giving) any covenant, undertaking, representation or warranty, express or implied, in connection with this Bill of Sale, the Property, or the Leases or any other matter relating hereto or thereto, including the condition, quantity, quality, suitability, value, merchantability or fitness for a particular purpose of any of the Property, or of the past, present or future financial condition, businesses, prospects, or operations of _____, or any aspect thereof, including the validity, enforceability, priority, amounts or any other aspect of the contracts and agreements of _____, or that the books, records, systems, processes, and operations of _____ have been maintained in a secure or confidential fashion.

GRANTEE ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY TO GRANTEE IS: WITHOUT RECOURSE TO _____; ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS; WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AS TO: (A) FINANCIAL PROJECTIONS, REVENUES, PROFITS OR INCOME TO BE DERIVED OR COSTS OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE PROPERTY, (B) THE PHYSICAL CONDITION OF ANY PROPERTY, (C) THE VALUE OF THE PROPERTY OR ANY PORTION THEREOF, (D) THE TRANSFERABILITY OF THE PROPERTY, (E) THE EXISTENCE, OWNERSHIP, OR TITLE OF THE PROPERTY, (E) THE PROPERTY BEING SUBJECT TO ANY LIENS, SECURITY INTERESTS OR OTHER ENCUMBRANCES, (F) THE MERCHANTABILITY OR FITNESS OF THE PROPERTY OR ANY PORTION THEREOF FOR ANY

PARTICULAR PURPOSE, (G) THE DESIGN, CONDITION, OR WORKMANSHIP OF THE PROPERTY, (H) THE COMPLIANCE OF THE PROPERTY WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO, (I) PATENT INFRINGEMENT, (J) LATENT DEFECTS, (K) THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSIGNED CONTRACT OR PROPERTY OR (K) ANY OTHER MATTER OR THING RELATING TO THE PROPERTY, LEASES, ASSIGNED CONTRACTS, OR ANY PORTION THEREOF. THE LIMITED REPRESENTATIONS AND WARRANTIES IN ARTICLE 5 OF THE SISP AGREEMENT OF PURCHASE AND SALE OF US ASSETS SHALL NOT SURVIVE CLOSING AND SHALL HAVE NO FURTHER FORCE OR EFFECT AFTER CLOSING.

Signed as of this ___ day of _____, 2026.

MONETTE FARMS USA, INC., a Montana corporation

By:_____
Name: Darrel Monette
Title: President & Secretary

EXHIBIT A
to
BILL OF SALE

Legal Description of the Land

The Land referred to herein below is situated in the County of Big Horn, State of Montana and is described as follows:
Parcel A:
That part of Lot 3 located in Section 30, Township 1 South, Range 31 East, and that part of the NE¼SE¼ located in Section 25, Township 1 South, Range 30 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 2A, of Amended Tract 1 and Tract 2, Certificate of Survey No. 359(A)(CB) on file in the office of the Clerk and Recorder of said County, under Document #333242.
Parcel B:
Township 2 South, Range 30 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 1: Lots 1, 2, 3, 4, 5, 6, 7, and 8; S½N½
Section 2: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; S½N½
Section 3: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12; S½N½
Section 4: Lots 1, 2, 3, 4, 5, 6, 7, and 8; S½N½
Section 5: Lots 1, 2, 3, 4, 5, 6, 7, and 8; S½N½
Section 6: Lots 1, 4, and 5; SE¼NE¼
Section 10: E½; W½
Section 11: E½
Section 13: S½N½' S½
Section 14: E½NW¼; W½SW¼; NE¼; E½SE¼
Section 15: E½W½NW¼; E½NW¼; E½; SW¼
Section 21: E½SE¼; E½E½W½SE¼
Section 22: N½
Section 23: S½
Section 27: W½NW¼; E½NW¼; E½E½SW¼; SE¼
Section 28: NE¼

Parcel C:
Township 1 South, Range 30 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 21: All that part thereof lying South of Highway No. 87
Section 22: All
Section 23: S½
Section 24: S½N½ lying South of Highway No. 87; S½
Section 25: All; EXCEPTING therefrom Certificate of Survey No. 359
Section 26: All
Section 27: E½; W½
Section 28: All
Section 29: All; EXCEPT that part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded June 16, 1928, in Book 6 Misc., Page 280, under Document #43765, records of Big Horn County, Montana.
Section 30: All that part thereof lying South of Highway No. 87
Section 31: Lots 1, 2, 3, and 4; E½W½; E½
Section 32: All
Section 33: All
Section 34: All

Section 36: All

Parcel D:
Township 2 South, Range 32 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 19: SE¼SW¼; S½SE¼
Section 27: SW¼NW¼
Section 28: W½NE¼; N½SE¼
Section 29: W½NE¼; SE¼NE¼
Section 30: E½

Parcel E:
Township 3 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 1: S½
Section 2: S½SE¼
Section 11: E½W½; E½
Section 12: N½NE¼

Parcel F:
Township 2 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 3: Lots 5 and 6
Section 4: Lots 1, 2, 3, 4, 5, 6, 7, and 8; N½
Section 5: Lots 1, 2, 3, 4, 5, 6, 7, and 8; N½
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; E½NW¼; NE¼
Section 7: Lots 1, 2, 3, and 4; E½W½; E½
Section 8: All
Section 9: All
Section 10: W½; SE¼
Section 11: SW¼
Section 17: N½NW¼
Section 18: Lots 1, 2, 3, and 4; E½W½;E½
Section 22: S½S½
Section 27: N½N½; S½NW¼; SW¼; S½S½SE¼
Section 28: All
Section 29: S½N½
Section 32: E½NE¼
Section 33: N½
Section 34: N½

Parcel G:
Township 1 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 18: Lots 3 and 4; E½SW¼; SE¼
Section 19: N½NE¼ lying North and South of Highway No. 87; EXCEPTING therefrom the following 2 tracts of land:

1. Certificate of Survey No. 758 (R)

2. That part conveyed to the Montana Department of Transportation for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded July 18, 2023, in Book 184, Page 962, under Document #367873, records of Big Horn County, Montana.

Section 19: Lots 3 and 4; that portion of Lot 2 lying South of Highway No. 87
E½NW¼ lying South of Highway No. 87; NE¼ lying South of Highway No. 87
EXCEPTING therefrom that portion of the N½N½ lying South of Highway No. 87; E½SW¼; SE¼

Section 20: NW¼ lying South of Highway No. 87
Section 28: All
Section 29: All
Section 30: Lots 1, 2, 3, and 4; EXCEPTING therefrom Certificate of Survey No. 359; E½W½; E½
Section 31: Lots 1, 2, 3, and 4; E½W½; E½
Section 32: All
Section 33: All

Parcel H:
Township 4 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 21: SE¼
Section 23: SE¼
Section 24: SW¼NW¼; NW¼SW¼
Section 24: SE¼NW¼; NE¼SW¼
Section 25: SE¼; N½SW¼
Section 26: N½SW¼
Section 26: N½NE¼; NW¼; S½NE¼; N½SE¼
Section 27: N½NE¼; S½SE¼; NW¼; SW¼; N½SE¼; S½NE¼
Section 28: NE¼
Section 28: W½; SE¼
Section 29: W½
Section 30: All
Section 31: Lots 1 and 2
Section 33: SE¼SE¼; SW¼SW¼; SE¼NW¼; N½SW¼; E½NE¼; SW¼NE¼; NW¼NE¼; N½NW¼; SW¼NW¼
Section 34: N½NE¼
Section 34: NW¼
Section 35: SW¼SE¼; SW¼; S½N½
Section 36: E½NW¼; SW¼NW¼; E½SE¼; SW¼SE¼; SW¼NE¼

Parcel I:
Township 5 South, Range 30 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 12: W½NW¼; NW¼SW¼
Section 23: NE¼NW¼;NW¼NE¼
Section 24: NW¼
Parcel J:
Township 5 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 2: All
Section 5: S½NW¼
Section 5: Lots 1 and 2; S½NE¼
Section 4: Lots 1 and 2; SW¼NE¼
Section 6: Lot 7; SE¼SW¼
Section 7: E½SW¼; W½SE¼
Section 8: S½NE¼
Section 9: NW¼

Section 13: S½SE¼; NW¼SE¼; SW¼
Section 14: SW¼
Section 15: NW¼
Section 17: SE¼
Section 19: NE¼
Section 23: NW¼
Section 24: NE¼NE¼; W½NE¼

Parcel K:
Township 4 South, Range 32 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 19: S½
Section 20: NW¼
Section 20: NE¼
Section 21: SW¼; SW¼NW¼
Section 21: NW¼SE¼; S½S½SW¼NE¼
Section 27: Lots 7 and 8; NW¼NW¼
Section 28: S½SE¼; NW¼SE¼; SW¼; NE¼SE¼; SE¼NW¼; SW¼NW¼; N½NE¼; W½SE¼NE¼; SE¼SE¼NE¼; W½NE¼SE¼NE¼
Section 29: NW¼; NE¼SE¼; SE¼SE¼; SW¼
Section 30: SE¼
Section 31: S½; SW¼NE¼; E½NW¼
Section 32: W½SW¼
Section 33: Lot 1; NE¼NE¼; W½NE¼
Section 34: Lot 6

Parcel L:
Township 5 South, Range 32 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 4: Lots 4, 5 and 6
Section 5: Lots 2, 3, 4 and 6; SW¼NE¼
Section 6: S½SE¼
Section 7: Lots 2 and 3; SW¼; NE¼; S½NW¼; NW¼SE¼
Section 8: Lots 4, 5 and 6
Section 18: SW¼SW¼

Parcel M:
Township 1 South, Range 31 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 8: All; EXCEPTING therefrom that portion of the NE¼ lying northerly of the Burlington Northern Railroad right of way
Section 9: That portion of the SW¼ lying southerly of the right of way of the Burlington Northern Railroad
Section 15: SE¼; W½; EXCEPTING therefrom the following 2 Tracts of land:

1. That part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded December 20, 1930, in Book 1 Right of Way, Page 178, under Document #53899, records of Big Horn County, Montana.

2. All of the Townsite of Toluca

That part of Sections 16 and 17, Township 1 South, Range 31 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 1, of Certificate of Survey No. 783(RB) on file in the office of the Clerk and Recorder of said County, under Document #372114.

Section 20: NE¼; EXCEPT that part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded August 24, 1928, in Book 1 Right of Way, Page 160, under Document #44526, records of Big Horn County, Montana.

Section 20: SE¼
Section 20 NW¼; EXCEPTING therefrom that part lying South of United States Highway No. 87
Section 21: All; EXCEPTING therefrom the following 2 Tracts of land:

1. That part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded August 24, 1928, in Book 1 Right of Way, Page 155, under Document #44521, records of Big Horn County, Montana.

2. That part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded January 29, 1931, in Book 1 Right of Way, Page 185, under Document #54353, records of Big Horn County, Montana.

Section 22: All; EXCEPTING therefrom the following 2 Tracts of land:

1. Amended Certificate of Survey No. 188

2. That part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded October 14, 1930, in Book 1 Right of Way, Page 169, under Document #53044, records of Big Horn County, Montana.

Parcel N:
That part of N½ of Section 22, Township 1 South, Range 31 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Amended Certificate of Survey No. 188 on file in the office of the Clerk and Recorder of said County, under Document #304939.

Parcel O:
Block A: Lots 1-2 All Inclusive
Block B: Lots 1-2 All Inclusive
Block C: Lot 1
Block D: Lot 1
Block E: Lots 1-2 All Inclusive
Block F: Lots 1-2 All Inclusive
Block G: Lots 1-2 All Inclusive
Block H: Lots 1-2 All Inclusive
Block 1: Lots 1-20 All Inclusive
Block 2: Lots 1-16 All Inclusive
Block 3: Lots 1-16 All Inclusive
Block 4: Lots 1-20 All Inclusive
Block 5: Lots 1-20 All Inclusive
Block 6: Lots 1-20 All Inclusive
Block 7: Lots 1-20 All Inclusive
Block 8: Lots 1-20 All Inclusive
Block 9: Lots 1-20 All Inclusive
Block 10: Lots 1-16 All Inclusive
Block 11: Lots 1-16 All Inclusive

Block 12: Lots 1-20 All Inclusive
Block 13: Lots 1-20 All Inclusive
Block 14: Lots 1-16 All Inclusive
Block 15: Lots 1-16 All Inclusive
Block 16: Lots 1-11 All Inclusive
Block 17: Lots 1-20 All Inclusive
Block 18: Lots 1-20 All Inclusive
Block 19: Lots 1-20 All Inclusive
Block 20: Lots 1-20 All Inclusive
Block 21: Lots 1-20 All Inclusive
Block 22: Lots 1-16 All Inclusive
Block 23: Lots 1-16 All Inclusive
Block 24: Lots 1-20 All Inclusive
Block 25: Lots 1-2 All Inclusive
Block 26: Lots 1-2 All Inclusive
Block 27: Lots 1-5 All Inclusive
Block 28: Lots 1-5 All Inclusive
Block 29: Lots 1-5 All Inclusive
Block 30: Lots 1-5 All Inclusive
Block 31: Lots 1-5 All Inclusive
Block 32: Lots 1-9 All Inclusive
Block 33: Lots 1-4 All Inclusive
Block 34: Lots 1-5 All Inclusive
Block 35: Lots 1-26 All Inclusive
Block 36: Lots 1, 2, 3, 4, 5, 19, 20, 21, 22, 23, 24, 25 and 26
Block 37: Lots 1-35 All Inclusive
Block 38: Lots 1-32 All Inclusive
Block 39: Lots 1-26 All Inclusive
Block 40: Lots 1-26 All Inclusive
Block 41: Lots 1-26 All Inclusive
Block 42: Lots 1-26 All Inclusive
Block 43: Lots 1-26 All Inclusive
Block 44: Lots 1-26 All Inclusive
Block 45: Lots 1-18 All Inclusive
Block 46: Lots 1-18 All Inclusive
Block 47: Lots 1-26 All Inclusive

of The Town of Toluca, in Big Horn County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #5617.

Parcel P:
All that part of Lots 1, 2, 3 and 4, Block 14, of Southwest Addition, in the City of Hardin, Big Horn County, Montana, lying South of the South right of way boundary of First Street South extended East across Block 14 to Crawford Avenue according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #13692.

AND

Lots 5 and 6, Block 14, of Southwest Addition, 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 #13692.

Parcel Q:
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.

Parcel R:
Township 1 North, Range 33 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 29: W½; W½SE¼
Section 30: Government Lots 1 and 2;

E½NW¼
EXCEPTING therefrom the following 2 Tracts of land:
1. Certificate of Survey No. 472

2. Certificate of Survey No. 652(A)

E½

Inclusive of:
That part of SE¼ of Section 30 and NE¼ of Section 31, Township 1 North, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 1, of Certificate of Survey No. 673(M) on file in the office of the Clerk and Recorder of said County, under Document #341233.

Section 31: Government Lots 1 and 2; NE¼, also described of record as: That part of N½ of Section 31, Township 1 North, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Government Lots 1, 2 and NE¼ Tract B, of Certificate of Survey No. 781 AG on file in the office of the Clerk and Recorder of said County, under Document #371683; Inclusive of: That part of SE¼ of Section 30 and NE¼ of Section 31, Township 1 North, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 1, of Certificate of Survey No. 673(M) on file in the office of the Clerk and Recorder of said County, under Document #341233.

Parcel S:
That part of NE¼SE¼ of Section 29, Township 1 North, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract A, of Certificate of Survey No. 473 on file in the office of the Clerk and Recorder of said County, under Document #308056.

Parcel T:
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 U:
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; W½SE¼; E½SW¼

Parcel V:
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; S½NE¼; N½SE¼

Parcel W:
Township 2 South, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 1: Lots 7 and 8

Parcel X:
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 Y:
Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 6: NW¼SW¼

Parcel Z:
Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 6: Lots 1 and 9

Parcel AA:
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 BB:
Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 6: S½NE¼; N½SE¼

Parcel CC:
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, SW¼NE¼, NW¼SE¼, SW¼, S½NW¼ 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 DD:
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.

Parcel EE:
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

EXHIBIT B
to
BILL OF SALE

Water Rights

County	Geocode of Property	Water Right Number
BIG HORN	22-0931-26-1-01-01-0000	43Q 46280 00
BIG HORN	22-0831-30-2-01-01-0000	43O 120140 00
BIG HORN	22-0827-02-1-01-01-0000	43Q 185701 00
BIG HORN	22-0827-01-1-01-01-0000	43Q 185710 00
BIG HORN	22-0931-27-3-03-03-0000	43Q 187883 00
BIG HORN	380140-1	43P 30044829
BIG HORN	22-0831-20-1-01-01-0000	43O 114806 00
BIG HORN	22-0831-06-2-03-01-0000	43P 120137 00
BIG HORN	22-0637-36-2-01-01-0000; 22-0637-33-1-01-01-0000; 22-0637-34-2-01-01-0000; 22-0546-04-2-01-01-0000; 22-0637-34-1-01-01-0000	43P 114793 00
BIG HORN	22-0637-30-1-01-01-0000	43P 114834 00
BIG HORN	22-0831-27-1-01-01-0000	43O 189380 00
BIG HORN	22-0831-16-2-01-01-0000	43O 114796 00
BIG HORN	22-0637-21-4-01-01-0000; 22-0637-28-1-01-01-0000	43P 114805 00
BIG HORN	22-0545-09-2-01-04-0000	43P 114824 00
BIG HORN	22-0931-26-1-01-01-0000	43Q 187885 00
BIG HORN	22-0931-28-1-01-01-0000	43Q 185713 00
BIG HORN	22-0831-31-2-02-01-0000	43O 185056 00
BIG HORN	22-0637-34-2-01-01-0000	43P 189041 00

BIG HORN	22-0828-06-1-01-01-0000	43Q 185696 00
BIG HORN	22-0546-18-3-03-01-0000	43P 114827 00
BIG HORN	22-0545-09-2-01-04-0000	43P 114839 00
BIG HORN	22-0831-20-1-01-01-0000	43O 114836 00
BIG HORN	22-0831-26-1-01-01-0000	43O 189389 00
BIG HORN	22-0932-30-3-02-04-0000	43Q 185695 00
BIG HORN	22-0931-34-1-01-01-0000	43Q 46279 00
BIG HORN	22-0831-26-1-01-01-0000	43O 189390 00
BIG HORN	22-0545-09-2-01-04-0000	43P 114797 00
BIG HORN	22-0828-28-1-01-01-0000	43P 185702 00
BIG HORN	22-0827-04-1-01-01-0000; 22-0827-05-1-01-01-0000	43Q 185714 00
BIG HORN	22-0931-33-1-01-01-0000	43Q 187884 00
BIG HORN	22-0637-35-3-01-01-0000; 22-0637-36-2-01-01-0000	43P 114820 00
BIG HORN	22-0831-26-1-01-01-0000	43O 189370 00
BIG HORN	22-0831-26-3-02-01-0000	43O 26539 00
BIG HORN	22-0831-16-2-01-01-0000	43O 114844 00
BIG HORN	22-0831-26-1-01-01-0000	43O 189372 00
BIG HORN	22-0831-17-4-01-01-0000	43O 30066270
BIG HORN	22-0831-30-2-01-01-0000	43O 120141 00
BIG HORN	22-0546-07-1-01-01-0000	43P 114819 00

EXHIBIT C
to
BILL OF SALE

Leases

[to be inserted]

Schedule H
License Agreement

Substantially in the Form Attached

LICENSE AGREEMENT

This License Agreement ("**Agreement**"), effective as of the Closing Date (as defined in the Purchase Agreement referenced below) (the "**Effective Date**"), is by and between **HTD FAR WEST, LLC**, a Texas limited liability company ("**Licensor**" or "**Owner**"), and **MONETTE FARMS USA, INC.**, a Montana corporation ("**Licensee**" or "**Vendor**").

RECITALS

A. Licensor and Licensee are parties to that certain SISP Agreement of Purchase and Sale of US Assets dated as of _____, 2026 (the "**Purchase Agreement**"), pursuant to which Licensee, as "Vendor," agreed to sell, and Licensor, as "Purchaser," agreed to purchase, certain real property located in Big Horn County, Montana, more particularly described in Exhibit A attached hereto (the "**Property**" or "**Purchased Lands**"). In addition, the terms "Property" and "Purchased Lands" shall include the Lease Acreage (as defined in the Purchase Agreement).

B. Pursuant to Article 2 of the Purchase Agreement, Licensor and Licensee negotiated this License Agreement pursuant to which Licensee shall retain the right and license to enter that portion of the Purchased Lands upon which Licensee has planted crops and expects to harvest in the summer of 2027.

C. Licensee has planted canola and winter wheat on certain portions of the Purchased Lands for the 2026/2027 crop year and desires to retain access to such areas to cultivate, maintain, and harvest such crops following the Closing Date.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated and made a part of this Agreement.

2. Grant of License.

(a) License Grant. Licensor hereby grants to Licensee and Licensee's employees, agents, representatives, contractors, subcontractors, and other designees (collectively, "**Licensee's Representatives**") a non-exclusive right and license to enter onto those portions of the Property identified on Exhibit B attached hereto (the "**Cultivation Areas**") for the purpose of (i) cultivating, maintaining, and managing the 2026/2027 canola and winter wheat crops planted by Licensee prior to the Closing Date, and (ii) harvesting such crops (collectively, the "**Cultivation Activities**").

(b) Scope of Activities. Licensor hereby acknowledges that the Cultivation Activities may include, without limitation, inspection and monitoring of crops; application of fertilizers, pesticides, herbicides, and other agricultural inputs; irrigation and water management and use; operation of agricultural equipment and machinery for cultivation, maintenance, and harvest; ingress and egress of equipment, machinery, vehicles, and personnel; staging and temporary storage of equipment, harvested crops, and agricultural supplies; and conduct of other activities reasonably necessary to cultivate, maintain, and harvest the 2026/2027 canola and winter wheat crops.

(c) Licensor Acknowledgment. Licensor acknowledges that the Cultivation Areas have been planted by Licensee with canola and winter wheat for the 2026/2027 crop year and consents to Licensee's conduct of the Cultivation Activities on the Property pursuant to this Agreement.

(d) Access and Cooperation. From the Effective Date and thereafter during the term of this Agreement, Licensee will be permitted to access the Cultivation Areas to conduct the Cultivation Activities without additional notice to Licensor. Licensee will make every reasonable effort to minimize any inconvenience to Licensor and will work closely with Licensor to address any concerns Licensor may have about the timing and conduct of the Cultivation Activities.

3. Term. This Agreement shall commence on the Effective Date and shall terminate upon Licensee's completion of harvest of the 2026/2027 canola and winter wheat crops, which is anticipated to occur no later than August 31, 2027 (the "**Term**"). Upon the expiration or earlier termination of the Term, Licensee shall remove all equipment, machinery, and materials used in connection with the Cultivation Activities from the Property within thirty (30) days.

4. Rent. In consideration of the license and rights granted to Licensee under this Agreement, Licensee shall pay to Licensor a prorated portion of the annual rent in the amount of $_____ (the "**Rent**"). The prorated Rent shall be paid in full on or before the Effective Date, in immediately available funds, to Licensor at the address set forth for notices below or as otherwise directed by Licensor in writing. The prorated Rent shall be determined pursuant to the following formula:

5. Licensor's Warranty of Ownership. Licensor warrants and represents to Licensee that, to the best of Licensor's knowledge, Licensor possesses ownership interests in the Property sufficient to grant access to Licensee to conduct the Cultivation Activities.

6. Indemnification of Licensor. Licensee agrees to indemnify and hold harmless Licensor from any and all actions, claims, damages, losses, liabilities, or expenses, including damage to the Property or for loss of use of the Property, reasonable attorneys' fees and costs, which may be imposed on or incurred by Licensor as a result of Licensee's or Licensee's Representatives' unauthorized, negligent, or reckless acts or omissions while on the Property pursuant to this Agreement, or arising out of the Cultivation Activities, except to the extent that such actions, claims, damages, losses, liabilities, or expenses result from the acts or omissions of Licensor.

7. Licensee's Responsibilities. Licensee agrees to: (a) conduct all Cultivation Activities in compliance with all applicable federal, state, and local laws, regulations, and permits; (b) be solely responsible for all costs and expenses associated with the Cultivation Activities, including without limitation, seed, fertilizer, pesticides, herbicides, equipment, labor, and harvest costs; (c) maintain the Cultivation Areas in a commercially reasonable manner consistent with good agricultural practices; and (d) refrain from interfering with Licensor's use and enjoyment of portions of the Property outside the Cultivation Areas.

8. Liens. Licensee shall not permit any mechanics' liens, materialmen's liens, agricultural liens, or similar encumbrances to be filed against the Property arising from Licensee's or Licensee's Representatives' activities. If any such lien is filed, Licensee shall promptly discharge or bond over such lien at Licensee's sole cost and expense.

9. Notice. All written notices pertaining to this Agreement shall be sent to Licensor and Licensee at the respective addresses below. Licensor and Licensee may designate a different address for receipt of notice by providing written notice of such change to the other.

If to the Licensee:	**FTI Consulting Canada Inc.** solely in its capacity as Court-appointed Monitor of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE INC., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. 520 Fifth Avenue S.W. Suite 1610 Calgary, Alberta T2P 3R7	
	Email:	monettefarms@fticonsulting.com / Darrell.bishop@monettefarms.ca
	Attention:	Monitor / Darrell Bishop
with a copy to Licensee's Property Broker:	Premier Land Company	
	Email:	bryan@premierlandcompany.com corey@premierlandcompany.com
	Attention:	Bryan Anderson & Corey Schultz
with a copy to Licensee's Counsel:	Cassels Brock & Blackwell LLP Suite 3700, 888 3rd Street SW Calgary, Alberta T2P 5C5	
	Email:	Jeffrey Oliver / Matteo Clarkson-Maciel
	Attention:	joliver@cassels.com / mclarksonmaciel@cassels.com
If to Licensor:	**HTD Far West, LLC**	
	P.O. Box 1715	
	Bandera, TX 78003	
	Email:	trip@texaslandman.net
	Attention:	Harold T. DuPerier, III
with a copy to:		
	Email:	Meier862@aol.com
	Attention:	Kevin Meier

10. Condition of the Property. Upon completion or termination of the Cultivation Activities, Licensee will use reasonable efforts to leave the Cultivation Areas in a condition consistent with good agricultural practices and suitable for continued agricultural use by Licensor.

11. Weed Control. Licensee shall take such steps as may be reasonably necessary to control noxious or other weeds on the Cultivation Areas during the Term. Licensee acknowledges the requirements of Montana law regarding noxious weed control.

12. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the Term the following insurance coverage:

(a) Commercial General Liability. Commercial general liability ("**CGL**") insurance with a limit of not less than $1,000,000 each occurrence and an aggregate limit of not less than $2,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). Licensor shall be named as an additional insured on Licensee's CGL policy.

(b) Business Automobile Coverage. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than $1,000,000 for each accident.

(c) Workers' Compensation and Employers' Liability. Coverage must include, but not be limited to, Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement, and Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit, and $500,000 each employee. If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided.

(d) Umbrella or Excess Insurance. If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

13. Miscellaneous.

(a) Effect of Agreement. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of Licensor and Licensee and their respective assigns and successors in interest.

(b) Early Termination. This Agreement may be terminated prior to the expiration of the Term: (i) by mutual written agreement of Licensor and Licensee; (ii) by Licensor upon thirty (30) days' prior written notice if Licensee is in material breach of this Agreement and fails to cure such breach within such thirty (30) day period; or (iii) by Licensee upon written notice to Licensor at any time.

(c) Negation of Agency Relationship. This Agreement shall not be construed to create, expressly or by implication, the relationship of agency, partnership, or joint venture between Licensor and Licensee. Neither party is authorized to act on behalf of the other in any manner relating to the subject matter of this Agreement.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana and any applicable laws of the United States.

(e) Construction. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

(f) Designation of Rights. Licensee may designate any person or entity to exercise the rights granted under this Agreement. Licensee shall provide to Licensor written notice of any designation made pursuant to this Section 13(f).

(g) Entire Agreement. This Agreement embodies the entire agreement of Licensor and Licensee with respect to the subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may be amended, modified, or supplemented only by a written agreement signed by both Licensor and Licensee.

(h) Ownership of Crops. All crops grown, cultivated, and harvested by Licensee pursuant to this Agreement shall remain the sole property of Licensee, and Licensee shall be entitled to all revenues and proceeds from the sale or disposition of such crops.

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

(j) No Third-Party Beneficiaries. This Agreement is for the sole benefit of Licensor and Licensee and their respective permitted successors and assigns, and nothing herein shall be construed to give any other person or entity any legal or equitable right, remedy, or claim under or with respect to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement effective as of the Effective Date.

LICENSOR:

HTD Far West, LLC, a Texas limited liability company

By:_____
Name: Harold T. DuPerier, III
Title: Manager

LICENSEE:

MONETTE FARMS USA, INC., a Montana corporation

By:_____
Name: Darrel Monette
Title: President & Secretary

EXHIBIT A
to
License Agreement

LEGAL DESCRIPTION OF THE PURCHASED LANDS

The Land referred to herein below is situated in the County of Big Horn, State of Montana and is described as follows:

Parcel A:
That part of Lot 3 located in Section 30, Township 1 South, Range 31 East, and that part of the NE¼SE¼ located in Section 25, Township 1 South, Range 30 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 2A, of Amended Tract 1 and Tract 2, Certificate of Survey No. 359(A)(CB) on file in the office of the Clerk and Recorder of said County, under Document #333242.

Parcel B:
Township 2 South, Range 30 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 1: Lots 1, 2, 3, 4, 5, 6, 7, and 8; S½N½
Section 2: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; S½N½
Section 3: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12; S½N½
Section 4: Lots 1, 2, 3, 4, 5, 6, 7, and 8; S½N½
Section 5: Lots 1, 2, 3, 4, 5, 6, 7, and 8; S½N½
Section 6: Lots 1, 4, and 5; SE¼NE¼
Section 10: E½; W½
Section 11: E½
Section 13: S½N½' S½
Section 14: E½NW¼; W½SW¼; NE¼; E½SE¼
Section 15: E½W½NW¼; E½NW¼; E½; SW¼
Section 21: E½SE¼; E½E½W½SE¼
Section 22: N½
Section 23: S½
Section 27: W½NW¼; E½NW¼; E½E½SW¼; SE¼
Section 28: NE¼

Parcel C:
Township 1 South, Range 30 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 21: All that part thereof lying South of Highway No. 87
Section 22: All
Section 23: S½
Section 24: S½N½ lying South of Highway No. 87; S½
Section 25: All; EXCEPTING therefrom Certificate of Survey No. 359
Section 26: All
Section 27: E½; W½
Section 28: All
Section 29: All; EXCEPT that part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded June 16, 1928, in Book 6 Misc., Page 280, under Document #43765, records of Big Horn County, Montana.
Section 30: All that part thereof lying South of Highway No. 87
Section 31: Lots 1, 2, 3, and 4; E½W½; E½

Section 32: All
Section 33: All
Section 34: All
Section 36: All

Parcel D:
Township 2 South, Range 32 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 19: SE¼SW¼; S½SE¼
Section 27: SW¼NW¼
Section 28: W½NE¼; N½SE¼
Section 29: W½NE¼; SE¼NE¼
Section 30: E½

Parcel E:
Township 3 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 1: S½
Section 2: S½SE¼
Section 11: E½W½; E½
Section 12: N½NE¼

Parcel F:
Township 2 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 3: Lots 5 and 6
Section 4: Lots 1, 2, 3, 4, 5, 6, 7, and 8; N½
Section 5: Lots 1, 2, 3, 4, 5, 6, 7, and 8; N½
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; E½NW¼; NE¼
Section 7: Lots 1, 2, 3, and 4; E½W½; E½
Section 8: All
Section 9: All
Section 10: W½; SE¼
Section 11: SW¼
Section 17: N½NW¼
Section 18: Lots 1, 2, 3, and 4; E½W½;E½
Section 22: S½S½
Section 27: N½N½; S½NW¼; SW¼; S½S½SE¼
Section 28: All
Section 29: S½N½
Section 32: E½NE¼
Section 33: N½
Section 34: N½

Parcel G:
Township 1 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 18: Lots 3 and 4; E½SW¼; SE¼
Section 19: N½NE¼ lying North and South of Highway No. 87; EXCEPTING therefrom the following 2 tracts of land:

1. Certificate of Survey No. 758 (R)

2. That part conveyed to the Montana Department of Transportation for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded July 18, 2023, in Book 184, Page 962, under Document #367873, records of Big Horn County, Montana.

Section 19: Lots 3 and 4; that portion of Lot 2 lying South of Highway No. 87
E½NW¼ lying South of Highway No. 87; NE¼ lying South of Highway No. 87
EXCEPTING therefrom that portion of the N½N½ lying South of Highway No. 87; E½SW¼; SE¼

Section 20: NW¼ lying South of Highway No. 87
Section 28: All
Section 29: All
Section 30: Lots 1, 2, 3, and 4; EXCEPTING therefrom Certificate of Survey No. 359; E½W½; E½
Section 31: Lots 1, 2, 3, and 4; E½W½; E½
Section 32: All
Section 33: All

Parcel H:
Township 4 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 21: SE¼
Section 23: SE¼
Section 24: SW¼NW¼; NW¼SW¼
Section 24: SE¼NW¼; NE¼SW¼
Section 25: SE¼; N½SW¼
Section 26: N½SW¼
Section 26: N½NE¼; NW¼; S½NE¼; N½SE¼
Section 27: N½NE¼; S½SE¼; NW¼; SW¼; N½SE¼; S½NE¼
Section 28: NE¼
Section 28: W½; SE¼
Section 29: W½
Section 30: All
Section 31: Lots 1 and 2
Section 33: SE¼SE¼; SW¼SW¼; SE¼NW¼; N½SW¼; E½NE¼; SW¼NE¼; NW¼NE¼; N½NW¼; SW¼NW¼
Section 34: N½NE¼
Section 34: NW¼
Section 35: SW¼SE¼; SW¼; S½N½
Section 36: E½NW¼; SW¼NW¼; E½SE¼; SW¼SE¼; SW¼NE¼

Parcel I:
Township 5 South, Range 30 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 12: W½NW¼; NW¼SW¼
Section 23: NE¼NW¼;NW¼NE¼
Section 24: NW¼

Parcel J:
Township 5 South, Range 31 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 2: All
Section 5: S½NW¼
Section 5: Lots 1 and 2; S½NE¼
Section 4: Lots 1 and 2; SW¼NE¼
Section 6: Lot 7; SE¼SW¼
Section 7: E½SW¼; W½SE¼
Section 8: S½NE¼
Section 9: NW¼
Section 13: S½SE¼; NW¼SE¼; SW¼
Section 14: SW¼
Section 15: NW¼
Section 17: SE¼
Section 19: NE¼
Section 23: NW¼

Section 24: NE¼NE¼; W½NE¼

Parcel K:
Township 4 South, Range 32 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 19: S½
Section 20: NW¼
Section 20: NE¼
Section 21: SW¼; SW¼NW¼
Section 21: NW¼SE¼; S½S½SW¼NE¼
Section 27: Lots 7 and 8; NW¼NW¼
Section 28: S½SE¼; NW¼SE¼; SW¼; NE¼SE¼; SE¼NW¼; SW¼NW¼; N½NE¼; W½SE¼NE¼; SE¼SE¼NE¼; W½NE¼SE¼NE¼
Section 29: NW¼; NE¼SE¼; SE¼SE¼; SW¼
Section 30: SE¼
Section 31: S½; SW¼NE¼; E½NW¼
Section 32: W½SW¼
Section 33: Lot 1; NE¼NE¼; W½NE¼
Section 34: Lot 6

Parcel L:
Township 5 South, Range 32 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 4: Lots 4, 5 and 6
Section 5: Lots 2, 3, 4 and 6; SW¼NE¼
Section 6: S½SE¼
Section 7: Lots 2 and 3; SW¼; NE¼; S½NW¼; NW¼SE¼
Section 8: Lots 4, 5 and 6
Section 18: SW¼SW¼

Parcel M:
Township 1 South, Range 31 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 8: All; EXCEPTING therefrom that portion of the NE¼ lying northerly of the Burlington Northern Railroad right of way
Section 9: That portion of the SW¼ lying southerly of the right of way of the Burlington Northern Railroad

Section 15: SE¼; W½; EXCEPTING therefrom the following 2 Tracts of land:

1. That part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded December 20, 1930, in Book 1 Right of Way, Page 178, under Document #53899, records of Big Horn County, Montana.

2. All of the Townsite of Toluca

That part of Sections 16 and 17, Township 1 South, Range 31 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 1, of Certificate of Survey No. 783(RB) on file in the office of the Clerk and Recorder of said County, under Document #372114.

Section 20: NE¼; EXCEPT that part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded August 24, 1928, in Book 1 Right of Way, Page 160, under Document #44526, records of Big Horn County, Montana.
Section 20: SE¼
Section 20 NW¼; EXCEPTING therefrom that part lying South of United States Highway No. 87
Section 21: All; EXCEPTING therefrom the following 2 Tracts of land:

1. That part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded August 24, 1928, in Book 1 Right of Way, Page 155, under Document #44521, records of Big Horn County, Montana.

2. That part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded January 29, 1931, in Book 1 Right of Way, Page 185, under Document #54353, records of Big Horn County, Montana.

Section 22: All; EXCEPTING therefrom the following 2 Tracts of land:

1. Amended Certificate of Survey No. 188

2. That part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Right of Way Deed recorded October 14, 1930, in Book 1 Right of Way, Page 169, under Document #53044, records of Big Horn County, Montana.

Parcel N:
That part of N½ of Section 22, Township 1 South, Range 31 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Amended Certificate of Survey No. 188 on file in the office of the Clerk and Recorder of said County, under Document #304939.

Parcel O:
Block A: Lots 1-2 All Inclusive
Block B: Lots 1-2 All Inclusive
Block C: Lot 1
Block D: Lot 1
Block E: Lots 1-2 All Inclusive
Block F: Lots 1-2 All Inclusive
Block G: Lots 1-2 All Inclusive
Block H: Lots 1-2 All Inclusive
Block 1: Lots 1-20 All Inclusive
Block 2: Lots 1-16 All Inclusive
Block 3: Lots 1-16 All Inclusive
Block 4: Lots 1-20 All Inclusive
Block 5: Lots 1-20 All Inclusive

Block 6: Lots 1-20 All Inclusive
Block 7: Lots 1-20 All Inclusive
Block 8: Lots 1-20 All Inclusive
Block 9: Lots 1-20 All Inclusive
Block 10: Lots 1-16 All Inclusive
Block 11: Lots 1-16 All Inclusive
Block 12: Lots 1-20 All Inclusive
Block 13: Lots 1-20 All Inclusive
Block 14: Lots 1-16 All Inclusive
Block 15: Lots 1-16 All Inclusive
Block 16: Lots 1-11 All Inclusive
Block 17: Lots 1-20 All Inclusive
Block 18: Lots 1-20 All Inclusive
Block 19: Lots 1-20 All Inclusive
Block 20: Lots 1-20 All Inclusive
Block 21: Lots 1-20 All Inclusive
Block 22: Lots 1-16 All Inclusive
Block 23: Lots 1-16 All Inclusive
Block 24: Lots 1-20 All Inclusive
Block 25: Lots 1-2 All Inclusive
Block 26: Lots 1-2 All Inclusive
Block 27: Lots 1-5 All Inclusive
Block 28: Lots 1-5 All Inclusive
Block 29: Lots 1-5 All Inclusive
Block 30: Lots 1-5 All Inclusive
Block 31: Lots 1-5 All Inclusive
Block 32: Lots 1-9 All Inclusive
Block 33: Lots 1-4 All Inclusive
Block 34: Lots 1-5 All Inclusive
Block 35: Lots 1-26 All Inclusive
Block 36: Lots 1, 2, 3, 4, 5, 19, 20, 21, 22, 23, 24, 25 and 26
Block 37: Lots 1-35 All Inclusive
Block 38: Lots 1-32 All Inclusive
Block 39: Lots 1-26 All Inclusive
Block 40: Lots 1-26 All Inclusive
Block 41: Lots 1-26 All Inclusive
Block 42: Lots 1-26 All Inclusive
Block 43: Lots 1-26 All Inclusive
Block 44: Lots 1-26 All Inclusive
Block 45: Lots 1-18 All Inclusive
Block 46: Lots 1-18 All Inclusive
Block 47: Lots 1-26 All Inclusive

of The Town of Toluca, in Big Horn County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #5617.

Parcel P:
All that part of Lots 1, 2, 3 and 4, Block 14, of Southwest Addition, in the City of Hardin, Big Horn County, Montana, lying South of the South right of way boundary of First Street South extended East across Block 14 to Crawford Avenue according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #13692.

AND

Lots 5 and 6, Block 14, of Southwest Addition, 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 #13692.

Parcel Q:
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.

Parcel R:
Township 1 North, Range 33 East of the Principal Montana Meridian, in Big Horn County, Montana.

Section 29: W½; W½SE¼

Section 30: Government Lots 1 and 2;

E½NW¼
EXCEPTING therefrom the following 2 Tracts of land:
1. Certificate of Survey No. 472

2. Certificate of Survey No. 652(A)

E½

Inclusive of:
That part of SE¼ of Section 30 and NE¼ of Section 31, Township 1 North, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 1, of Certificate of Survey No. 673(M) on file in the office of the Clerk and Recorder of said County, under Document #341233.

Section 31: Government Lots 1 and 2; NE¼, also described of record as: That part of N½ of Section 31, Township 1 North, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Government Lots 1, 2 and NE¼ Tract B, of Certificate of Survey No. 781 AG on file in the office of the Clerk and Recorder of said County, under Document #371683; Inclusive of: That part of SE¼ of Section 30 and NE¼ of Section 31, Township 1 North, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 1, of Certificate of Survey No. 673(M) on file in the office of the Clerk and Recorder of said County, under Document #341233.

Parcel S:
That part of NE¼SE¼ of Section 29, Township 1 North, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract A, of Certificate of Survey No. 473 on file in the office of the Clerk and Recorder of said County, under Document #308056.

Parcel T:
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 U:
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; W½SE¼; E½SW¼

Parcel V:
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; S½NE¼; N½SE¼

Parcel W:
Township 2 South, Range 33 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 1: Lots 7 and 8

Parcel X:
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 Y:
Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 6: NW¼SW¼

Parcel Z:
Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 6: Lots 1 and 9

Parcel AA:

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 BB:
Township 2 South, Range 34 East, of the Principal Montana Meridian, in Big Horn County, Montana.

Section 6: S½NE¼; N½SE¼

Parcel CC:
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, SW¼NE¼, NW¼SE¼, SW¼, S½NW¼ 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 DD:
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.

Parcel EE:
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

EXHIBIT B
to
License Agreement

CULTIVATION AREAS

[Description and/or map of the portions of the Property planted for the 2026/2027 canola and winter wheat crop year to be inserted]

Schedule I
Assignment and Assumption Agreement

Substantially in the Form Attached

UPON RECORDATION RETURN TO:

_____
_____
_____

ASSIGNMENT, MODIFICATION AND ASSUMPTION OF LEASE

THIS ASSIGNMENT, MODIFICATION AND ASSUMPTION OF LEASE (this "**Assignment**") is entered into effective as of the date of approval by the Secretary of the Interior or his authorized representative (the "**Effective Date**"), by and among MONETTE FARMS USA, INC. a Montana corporation ("**Assignor**"), HTD FAR WEST, LLC, a Texas limited liability company ("**Assignee**") and _____, a _____ limited liability company ("**Landlord**").

RECITALS

A. Landlord, as landlord, and Assignor, as tenant, entered into that certain Lease Agreement dated effective as of _____, with the term commencing _____ (as the same may be amended and extended from time to time, the "**Lease**"), for the lease of certain real property and improvements with an address of _____, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Premises**").

B. A Memorandum of Lease dated _____ was recorded on _____, in the Big Horn County Clerk and Recorder, State of Montana, as Document No. _____ (the "**Memorandum of Lease**").

C. Pursuant to Section __ of the Lease, Assignor is permitted to assign the Lease to Assignee with the prior written consent of Landlord, and Landlord is willing to provide such consent on the terms set forth herein.

D. Assignor desires to assign all of Assignor's rights, title, and interest as tenant under the Lease to the Assignee, and Assignee desires to assume all of Assignor's rights and obligations under the Lease.

E. This Assignment is subject to the approval of the Secretary of the Interior or his authorized representative pursuant to 25 CFR 162.449 and 162.451.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Definitions; Integration of Lease**. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease. The Lease is incorporated herein by reference as if fully set forth herein.

2. **Assignment**. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest as Tenant in, to, and under the Lease.

3. **BIA Approval Requirement**. This Assignment is subject to the approval of the Secretary of the Interior or his authorized representative in accordance with 25 CFR 162.449 and 162.451. This Assignment shall not be effective until such approval is obtained. The parties agree to cooperate in submitting this Assignment and all required documentation to the Bureau of Indian Affairs for approval within a reasonable time following execution by the parties.

4. **Consent of Indian Landowners**. This Assignment is subject to the consent of the Indian landowners as required by 25 CFR 162.450, unless the Lease provides otherwise. Assignor represents that it has provided notification of this proposed Assignment to all Indian landowners as required by 25 CFR 162.450, and that all required consents have been or will be obtained prior to submission to the Bureau of Indian Affairs for approval.

5. **Consent of Mortgagees and Sureties**. This Assignment is subject to the consent of any mortgagees or sureties holding security interests in the Lease, as required by 25 CFR 162.450. Assignor shall obtain and deliver evidence of consent from any existing mortgagees or sureties prior to submission to the Bureau of Indian Affairs for approval.

6. **Indemnity by Assignor**. Assignor agrees to indemnify, defend, and hold harmless Assignee from and against any and all claims, damages, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) asserted against or suffered or incurred by Assignee as a result of or in connection with any liabilities or obligations of Tenant under the Lease and relating to periods prior to the date hereof.

7. **Assumption**. Assignee hereby assumes all liabilities and obligations of Assignor under the Lease which relate to the periods from and after the Effective Date and agrees to perform all obligations of Assignor under the Lease which are to be performed or which become due on or after the Effective Date. Assignee further agrees to fulfill all the obligations, conditions, and stipulations in the Lease, and to comply with all applicable rules and regulations of the Secretary of the Interior. Assignee further agrees that any transfer of the Lease will be in accordance with applicable law under 25 CFR 162.014. Assignee acknowledges that it has received and reviewed a copy of the Lease, and the Memorandum of Lease.

8. **Indemnity by Assignee**. Assignee agrees to indemnify, defend, and hold harmless Assignor from and against any and all claims, damages, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) asserted against or suffered or incurred by Assignor as a result of or in connection with any liabilities of Tenant under the Lease and relating to periods from and after the date hereof.

9. **Bond Requirement**. Assignee agrees to furnish a proper bond, in form and amount acceptable to the Bureau of Indian Affairs, guaranteeing faithful compliance with the Lease and this Assignment, as required by the Bureau of Indian Affairs and applicable regulations.

10. **Contingent Liability of Assignor**. Assignor acknowledges that this Assignment is subject to Assignor's contingent liability under Department of the Interior regulations for payment of any fee, rent, royalty, or bonus found to be owing to the United States during Assignor's tenure of interest. Assignor's records shall continue to be subject to audit for a period of six (6) years from the date of approval of this Assignment.

11. **Contingent Liability of Assignee**. Assignee acknowledges that, as of the Effective Date of this Assignment, Assignee assumes all liabilities for fees, rents, bonuses, or royalties owed on the Lease. Assignee's books and reports are subject to audit by the Department of the Interior to determine Assignee's liability for payment.

12. **Landlord Consent; Release**. Landlord hereby:

(a) Consents to the assignment of the Lease by Assignor to Assignee pursuant to this Assignment.

(b) Acknowledges and agrees that, effective as of the Effective Date, Assignee is hereby substituted in place of Assignor as "Tenant" under the Lease, and Assignee shall succeed to all rights, title, interests, duties, and obligations of Tenant under the Lease arising from and after the Effective Date.

(c) Releases and forever discharges Assignor from any and all obligations, duties, and liabilities of Tenant under the Lease arising from and after the Effective Date, and agrees to look solely to Assignee for the performance of the Tenant's obligations under the Lease from and after the Effective Date.

(d) Confirms that, to Landlord's actual knowledge, as of the Effective Date:

(i) The Lease is in full force and effect and has not been amended except as previously disclosed in writing;

(ii) Assignor is not in default under the Lease; and

(iii) Landlord has no existing claims, offsets, or defenses against Assignor under the Lease.

(f) Acknowledges that no further consent by Landlord shall be required for the effectiveness of this Assignment and substitution.

13. **No Novation of Pre-Effective Date Obligations**. Assignor acknowledges and agrees that it shall remain responsible for any obligations of Tenant arising prior to the Effective Date.

14. **Successors and Assigns**. This Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

15. **Governing Law**. The terms and provisions of this Assignment shall be governed and construed by federal law, and to the extent not inconsistent therewith, by the laws of the State of Montana.

16. **Counterparts; Electronic Signatures**. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each party may sign this Assignment electronically.

[*remainder of page blank; signatures follow*]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

MONETTE FARMS USA, INC.,

a Montana corporation

By_____

Name: Darrel Monette
Title: President & Secretary

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Darrel Monette, President and Secretary of Monette Farms USA, Inc., a Montana corporation.

_____
Signature of Person Taking Acknowledgment

_____
Serial Number, if any

My Commission Expires: _____

[SEAL]

ASSIGNEE:

HTD FAR WEST, LLC,
a Texas limited liability company

By: _____

Name: Harold T. DuPerier, III
Title: Manager

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Harold T. DuPerier, III, Manager of HTD FAR WEST, LLC, a Texas limited liability company.

_____
Signature of Person Taking Acknowledgment

_____
Serial Number, if any

My Commission Expires: _____

[SEAL]

LANDLORD:

_____

_____

By: _____

Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, _____ of _____, a _____.

_____
Signature of Person Taking Acknowledgment

_____
Serial Number, if any

My Commission Expires: _____

[SEAL]

CONSENT OF SURETY

The undersigned, _____, of _____, surety for _____ on the bond accompanying the Lease described above, hereby consents to the assignment and transfer of said Lease as above made and agrees that said bond shall remain in force and effect covering obligations of Assignee.

Dated this _____ day of _____, 20__, at _____.

SURETY:

By: _____

Name: _____

Title: _____

BUREAU OF INDIAN AFFAIRS APPROVAL

APPROVED:

Bureau of Indian Affairs

Crow Agency

By: _____

Superintendent

Under authority delegated by: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

Camp 1

Allotment No. 0019/982/983: T. 2 S., R. 34 E. #19-SEC. 19: LOT 7, SW¼SE¼, SE¼SW¼, #982-SEC. 10: SW¼, W½SE¼, #983-SEC. 16: N½NE¼;
Allotment No. 0463D: T. 2 S., R. 34 E. SEC. 28: NE¼NW¼;
Allotment No. 1092/1093: T. 1 S., R. 33 E. #1092 SEC. 24: LOT 6; #1093 SEC. 25: LOTS 5,6,7;
Allotment No. 3396: T. 2 S., R. 34 E. SEC. 19: NW¼;
Allotment No. 0103: T. 2 S., R. 33 E. SEC. 11: LOTS 5,6, SE¼NE¼, SE¼SE¼; SEC. 12: W½, W½NE¼: SEC. 13: N½SE¼; SEC. 25: N½SW¼, W½SE¼; SEC. 26: NE¼SE¼; LESS 19.92 ROW
Allotment No. 0121: T. 2 S., R. 34 E. SEC. 18: SE¼, N½SW¼;
Allotment No. 0122B: T. 2 S., R. 34 E. SEC. 18: SW¼NE¼, SE¼NW¼;
Allotment No. 0126: T. 2 S., R. 34 E. SEC. 30: E½SW¼; SEC. 31: NE¼NW¼;
Allotment No. 0128C: T. 2 S., R. 33 E. SEC. 12: W½SW¼SE¼; T. 2 S., R. 34 E. SEC. 7: SW¼SW¼;
Allotment No. 0130: T. 2 S., R. 34 E. SEC. 7: E½NW¼, NE¼SW¼;
Allotment No. 0133A: T. 2 S., R. 33 E. SEC. 1: LOTS 4,5,6, S½NE¼;
Allotment No. 0133C: T. 2 S., R. 34 E. SEC. 6: NW¼SW¼; MONETTE'S OWN FEE
Allotment No. 0134: T. 2 S., R. 34 E. SEC. 6: LOTS 1, 9; MONETTE'S OWN FEE
Allotment No. 0134A: T. 2 S., R. 33 E. SEC. 1: LOTS 7, 8;
Allotment No. 0135C: T. 2 S., R. 33 E. SEC. 1: LOTS 9,10,11,12,13,14; SEC. 2: LOTS 6,7;
Allotment No. 0136A: T. 2 S., R. 33 E. SEC. 1: LOTS 15 & 16, N½SE¼; MONETTE'S OWN FEE
Allotment No. 0139B: T. 2 S., R. 34 E. SEC. 15: E½SW¼SE¼;
Allotment No. 0463C: T. 2 S., R. 34 E. SEC. 28: S½NW¼;
Allotment No. 0840A: T. 2 S., R. 34 E. SEC. 21: E½NE¼; SEC. 22: W½E½W½ W½E½NW¼, W½W½W½E½NW¼, W½NW¼;
Allotment No. 0841: T. 2 S., R. 34 E. SEC. 21: W½NE¼;
Allotment No. 0974: T. 3 S., R. 34 E. SEC. 4: LOT 3, SE¼NW¼;
Allotment No. 0986: T. 3 S., R. 34 E. SEC. 4: LOT 4, SW¼NW¼; SEC. 5: LOTS 1,2, S½NE¼;
Allotment No. 0988A: T. 2 S., R. 34 E. SEC. 26: N½NW¼SW¼SE¼ ; .
Allotment No. 0988D: T. 2 S., R. 34 E. SEC. 25: SW¼SW¼; SEC. 26: LOT 7, NE¼SW¼SE¼, S½SW¼SE¼, S½NW¼SW¼SE¼ ;
Allotment No. 1019A: T. 2 S., R. 34 E. SEC. 22: W½SE¼;
Allotment No. 1021: T. 2 S., R. 34 E. SEC. 21: SE¼SE¼; SEC. 22: W½SW¼;
Allotment No. 1024: T. 2 S., R. 34 E. SEC. 8: NE¼, N½SE¼;
Allotment No. 1025: T. 2 S., R. 34 E. SEC. 8: S½SE¼;
Allotment No. 1027: T. 2 S., R. 34 E. SEC. 8: SW¼NW¼, NW¼SW¼; SEC. 17: NW¼;
Allotment No. 1028: T. 2 S., R. 34 E. SEC. 8: S½SW¼, NE¼SW¼;
Allotment No. 1080A: T. 1 S., R. 34 E. SEC. 32: E½NW¼, NW¼NW¼NE¼, S½NE¼NW¼NE¼ , S½NW¼NE¼, SW¼NE¼, (IRRIGATED AND DRY FARM ONLY)
Allotment No. 1084B: T. 2 S., R. 34 E. SECTION 19: SE¼;
Allotment No. 1084C: T. 2 S., R. 34 E. SEC. 19: NE¼;
Allotment No. 1545: T. 2 S., R. 34 E. SEC. 26: LOT 5;
Allotment No. 1546: T. 2 S., R. 34 E. SEC. 27: N½NW¼, SE¼NW¼;
Allotment No. 1783: T. 2 S., R. 34 E. SEC. 30: W½NE¼;
Allotment No. 2052: T. 1 S., R. 34 E. SEC. 32: SE¼, E½SW¼; SEC. 33: N½SW¼; UND 24/96 FEE INTEREST EXCLUDED
Allotment No. 2053: T. 1 S., R. 34 E. SEC. 32: W½SW¼; SEC. 33: SW½SW½; UND. FEE OF 24/288 EXC. LESS 3.5 A. ROW LESS 2.5 A. HOMESITE
Allotment No. 2233: T. 2 S., R. 34 E. SEC. 9: LOTS 2,3,4, S½NW¼, SW¼NE¼;
Allotment No. 2269C: T. 2 S., R. 34 E. SEC. 21: S½NW¼;
Allotment No. 2551: T. 2 S., R. 34 E. SEC. 28: N½SE¼, NE¼NE¼, S½NE¼;
Allotment No. 2580A: T. 2 S., R. 34 E. SEC. 29: W½SW¼;
Allotment No. 2580B: T. 2 S., R. 34 E. SEC. 29: E½SW¼;
Allotment No. 2581: T. 2 S., R. 34 E. SEC. 32: S½S½NW¼;

Allotment No. 2644: T. 2 S., R. 34 E. SEC. 29: NW¼;
Allotment No. 2757: T. 2 S., R. 34 E. SEC. 9: LOT 1;
Allotment No. 3248: T. 2 S., R. 34 E. SEC. 15: LOT 4, NW¼SE¼;
Allotment No. 3254: T. 2 S., R. 34 E. SEC. 15: LOTS 2,3, SW¼NE¼;
Allotment No. 3379: T. 2 S., R. 34 E. SEC. 23: SE¼SW¼, SW¼SE¼;
Allotment No. 3435: T. 2 S., R. 34 E. SEC. 20: SW¼;
Allotment No. 3544B: T. 2 ., R. 34 E. SEC. 16: E½SW¼, W½SE¼;
Allotment No. 3654: T. 2 S., R. 34 E. SEC. 6: LOTS 2,3,4,10,11,12, SE¼NW¼, NE¼SW¼;
Allotment No. 6014: T. 2 S., R. 34 E. SEC. 22: LOT 1, W½NE¼;
Allotment No. 0119,3543: T. 2 S., R. 33 E. SEC. 13: E½SE¼NE¼, SEC. 25: SE¼NE¼, E½SE¼, T. 2 S. R. 34 E. SEC. 18: SW¼NW¼, SEC. 30: W½SW¼;
Allotment No. 0128C: UNDIV. FEE - **SEE FILE**
Allotment No. 1021: UND. FEE - **SEE FILE**
Allotment No. 1783: FEE PORTION- NOT ASSESSED-UNABLE TO LOCATE **SEE FILE**
Allotment No. 2052: **SEE FILE**
Allotment No. 2053: **SEE FILE**
Allotment No. 2581: T. 2 S., R. 34 E. SEC. 32: N½NW¼, N½S½NW¼;
Allotment No. 3306/3307: T. 2 S., R. 34 E. SEC. 35: NW¼, LOT 1,2; SEC. 36: W½NW¼; SEC. 34: S½SE¼; T. 3 S., R. 34 E. SEC. 2: LOT 3,4; SEC. 3: LOTS 1,2, S½NE¼; SEC. 4: SE¼; SEC. 9: NW¼NE¼; FARMING IS CROP SHARE
Allotment No. AIRPORT: T. 1 S., R. 34 E. SEC. 30: **SEE FILE**
Allotment No. DEEDED: T. 3 S., R. 34 E. SEC. 05: SE¼;
Allotment No. 0119A: T. 2 S., R. 33 E. SEC. 13: SW¼NE¼, W½SE¼NE¼;
Allotment No. 0128A: T. 2 S., R. 33 E. SEC. 12: SE¼SE¼, E½SW¼SE¼;
Allotment No. 0139A: T. 2 S., R. 34 E. SEC 15: S½SW¼;
Allotment No. 0463B: T. 2 S., R. 34 E. SEC. 28: NW¼NW¼;
Allotment No. 0757A: T. 1 S., R. 34 E. SEC. 31: LOTS 1,2,3; IRRIGATED ACRES ARE "OTHER" ON LEASE
Allotment No. 0859: T. 2 S., R. 33 E. SEC. 36: NE¼NE¼;
Allotment No. 1080: T. 1 S., R. 34 E. SEC. 30: LOTS 5, 8, SW¼SE¼;
Allotment No. 1082C: T. 1 S., R. 34 E. SEC. 31: E½NW¼;
Allotment No. 2234B: T. 2 S., R. 34 E. SEC 9: N½SW¼;
Allotment No. 2367: T. 2 S., R. 34 E. SEC. 28: SW¼;
Allotment No. 2566A: T. 2 S., R. 34 E. SEC. 29: SE¼SE¼, SEC. 32: E½NE¼;
Allotment No. 2566B: T. 2 S., R. 34 E. SEC. 29: N½SE¼, SW¼SE¼;
Allotment No. 2566C: T. 2 S., R. 34 E. SEC. 32: W½NE¼;
Allotment No. 2633: T. 2 S., R. 34 E. SEC 30: SE¼SE¼; SEC 31: N½NE¼, SE¼NE¼;
Allotment No. 3113: T. 2 S., R. 34 E. SEC. 15: S½NW¼, N½SW¼;
Allotment No. 3137A: T. 2 S., R. 34 E. SEC. 28: S½SE¼, SEC 33: W½NE¼, NW¼;
Allotment No. 3254D: T. 2 S., R. 34 E. SEC. 33: SE¼SE¼; LESS 1.20 ROW
Allotment No. 3305: T. 2 S., R. 34 E. SEC. 34: N½SE¼; SEC. 35: N½SW¼;
Allotment No. 3545A: T. 2 S., R. 34 E. SEC. 17: SE¼SW¼, SW¼SE¼;

Camp 4
Allotment No. 0044A: T. 4 S., R. 32 E. SEC. 21: S½SE¼;
Allotment No. 0329: T. 5 S., R. 30 E. SEC. 12: W½SE¼;
Allotment No. 2524: T. 5 S., R. 31 E. SEC. 30: NE¼;
Allotment No. 2614: T. 4 S., R. 32 E. SEC. 32: W½NW¼;
Allotment No. 2818: T. 5 S., R. 31 E. SEC. 23: NE¼;
Allotment No. 3260: T. 4 S., R. 31 E. SEC. 31: E½W½; SEC. 32: S½NE¼;
Allotment No. 3260A: T. 4 S., R. 31 E. SEC. 33: SW¼SE¼, SE¼SW¼;
Allotment No. 3296: T. 4 S., R. 31 E. SEC. 31: LOTS 3,4; T. 5 S., R. 31 E. SEC. 5: LOTS 3,4; SEC. 6: LOTS 1,2,3,4,5,6, S½NE¼, SE¼NW¼, NE¼SW¼;
Allotment No. 3361: T. 5 S., R. 31 E. SEC. 14: NE¼;
Allotment No. 3425B: T. 4 S., R. 32 E. SEC. 20: SE¼;
Allotment No. 0062: T. 4 S., R. 32 E. SEC. 21: S½NW¼NE¼, N½SW¼NE¼, N½S½SW¼NE¼; 2016

Allotment No. 0062C: T. 4 S., R. 32 E. SEC. 21: NW¼SE¼, S½S½SW¼NE¼; AN UND 240/270 INT IN. MONETTE'S OWN FEE
Allotment No. 0108: T. 5 S., R. 31 E. SEC. 5: S½NW¼; AN UND. INT. IN.
Allotment No. 0165A: T. 4.S., R. 32 E. SEC. 32: W½SW¼;
Allotment No. 0274: T. 5 S., R. 31 E. SEC. 29: N½SW¼;
Allotment No. 0290: T. 5 S., R. 31 E. SEC. 8: E½SE¼;
Allotment No. 0296B: T. 5 S., R. 31 E. SEC. 16: SE¼;
Allotment No. 0305E: T. 4 S., R. 32 E. SEC. 27: LOT 5, SEC. 28: E½NE¼SE¼NE¼
Allotment No. 0305F: T. 4 S., R. 32 E. SEC. 27: LOT 6 (SWNW);
Allotment No. 0306E: T. 4 S., R. 32 E. SEC. 28: NW¼NW¼;
Allotment No. 0307A: T. 4 S., R. 32 E. SEC. 28: NE¼NW¼;
Allotment No. 0307B: T. 4 S., R. 32 E. SEC. 28: SW¼NE¼;
Allotment No. 0312: T. 4 S., R. 31 E. SEC. 26: S½SW¼, SW¼SE¼; SEC. 35: N½NW¼, NW¼NE¼;
Allotment No. 0313: T. 4 S., R. 31 E. SEC. 35: NE¼NE¼; SEC. 36: NW¼NW¼;
Allotment No. 0314B: T. 4 S., R. 32 E. SEC. 31: N½NE¼, SE¼NE¼;
Allotment No. 0316: T. 4 S., R. 32 E. SEC. 31: W½NW¼; T. 4 S., R. 31 E. SEC. 36: SE¼NE¼;
Allotment No. 0318: T. 4 S., R. 31 E. SEC. 36: NE¼SW¼, NW¼SE¼;
Allotment No. 0328: T. 5 S., R. 31 E. SEC. 6: SE¼;
Allotment No. 0388A: T. 4 S., R. 31 E. SEC. 22: SW¼;
Allotment No. 0408: T. 5 S., R. 30 E. SEC. 24: S½NE¼;
Allotment No. 0409: T. 5 S., R. 31 E. SEC. 19: NE¼; AN UND. .0558127572 FEE INT. EXCLUDED
Allotment No. 0450A: T. 5 S., R. 32 E. SEC. 19: SW¼NW¼, NW¼SW¼;
Allotment No. 0450B,C: T. 5 S., R. 31 E. SEC. 24: #450-B NE¼SE¼, #450-C SE¼NE¼;
Allotment No. 0450B/C,451A: T. 5 S., R. 32 E. 450-B-SEC. 19: LOT 6, 450-C-SEC. 19: LOT 7, 451-A-SEC. 18: LOT 8, SEC. 19: LOT 5, NW¼NW¼; EXCLUDING 2.21 ACRES OTHER
Allotment No. 0466: T. 4 S., R. 31 E. SEC. 32: NW¼;
Allotment No. 0474: T. 5 S., R. 31 E. SEC. 13: NE¼, SE¼NW¼;
Allotment No. 0475: T. 5 S., R. 32 E. SEC. 18: LOTS 6,7, NW¼SW¼;
Allotment No. 0476: T. 5 S., R. 32 E. SEC. 18: LOT 5;
Allotment No. 0476: T. 5 S., R. 31 E. SEC. 19: LOT 3, NE¼SW¼;
Allotment No. 0477: T. 5 S., R. 31 E. SEC. 13: NE¼SE¼; T. 5 S., R. 32 E. SEC. 18: W½NW¼; LESS UND. FEE INT.
Allotment No. 0478: T. 5 S., R. 31 E. SEC. 13: N½NW¼, SW¼NW¼;
Allotment No. 0488: T. 5 S., R. 31 E. SEC. 19: LOTS 1,2, E½NW¼;
Allotment No. 0530: T. 5 S., R. 31 E. SEC. 30: N1/2SE¼;
Allotment No. 0539: T. 5 S., R. 32 E. SEC. 06: N½SE¼;
Allotment No. 0540: T. 5 S., R. 32 E. SEC. 5: LOT 5, S½NW¼;
Allotment No. 0547: T. 4 S., R. 32 E. SEC. 32: NE¼SE¼; SEC. 33: LOTS 2,3, NE¼SW¼, W½SW¼;
Allotment No. 0548: T. 4 S., R. 32 E. SEC. 32: E½SW¼;
Allotment No. 0549: T. 4 S., R. 32 E. SEC. 32: NW¼SE¼, S½SE¼;
Allotment No. 0582: T. 4 S., R. 31 E. SEC. 29: SE¼; SEC. 32: N½NE¼; LESS 2.5 A. ROW
Allotment No. 0625: T. 4 S., R. 31 E. SEC. 36: N½NE¼;
Allotment No. 0642: T. 5 S., R. 31 E. SEC. 19: SE¼;
Allotment No. 0643: T. 5 S., R. 31 E. SEC. 20: W½SW¼; AN UND.289800/302400 INT. IN.
Allotment No. 0645: T. 4 S., R. 31 E. SEC. 24: SE¼; LESS 7.3 A. ROW
Allotment No. 0648: T. 4 S., R. 31 E. SEC. 24: S½SW¼;
Allotment No. 0662: T. 5 S., R. 30 E. SEC. 12: S½SW¼; AN UND. 5738527080/574801920 0 INT IN.
Allotment No. 0696: T. 4 S., R. 31 E. SEC. 29: S½NE¼;
Allotment No. 0716A: T. 5 S., R. 31 E. SEC. 18: NE¼;
Allotment No. 0721: T. 5 S., R. 31 E. SEC. 15: N½SW¼;
Allotment No. 0726A: T. 5 S., R. 31 E. SEC 9: NE¼; LESS AN UND. FEE INT. LESS 11.0 A. ROW
Allotment No. 1020: T. 5 S., R. 31 E. SEC. 5: W½SW¼; LESS FEE .0104166667
Allotment No. 1233: T. 5 S., R. 31 E. SEC. 5: E½SW¼;
Allotment No. 1348: T. 5 S., R. 31 E. SEC. 20: SE¼SW¼; SEC. 29: E½NW¼; LESS AN UNDIV. FEE INT.
Allotment No. 1433: T. 5 S., R. 31 E. SEC. 4: SE¼;
Allotment No. 1443: T. 4 S., R. 31 E. SEC. 25: S½SW¼; SEC. 26: SE¼SE¼;

Allotment No. 1617: T. 5 S., R. 31 E. SEC. 30: LOTS 1,2, E½NW¼;
Allotment No. 1624: T. 4 S., R. 31 E. SEC. 36: NW¼SW¼, S½SW¼;
Allotment No. 1625: T. 4 S., R. 31 E. SEC. 35: N½SE¼, SE¼SE¼;
Allotment No. 1759: T. 4 S., R. 30 E. SEC. 25: E½E½; SEC. 36: E½E½;
Allotment No. 1829A: T. 5 S., R. 32 E. SEC. 5: LOTS 7,8,9,10, NE¼SW¼;
Allotment No. 1829B: T. 5 S., R. 32 E. SEC. 5: W½SW¼;
Allotment No. 2077: T. 5 S., R. 31 E. SEC. 10: SE¼, E½W½, W½W½W/12W½NE¼;
Allotment No. 2212: T. 5 S., R. 32 E. SEC. 7: N½NW¼;
Allotment No. 2292: T. 5 S., R. 32 E. SEC. 6: N½SW¼, SE¼SW¼; LESS AN UND. FEE INT. IN-**SEE FILE**
Allotment No. 2401: T. 5 S., R. 30 E. SEC. 23: SE¼NW¼, NE¼SW¼, SE¼, S½NE¼;
Allotment No. 2414: T. 4 S., R. 31 E. SEC. 25: N½;
Allotment No. 2428: T. 5 S., R. 31 E. SEC. 1: LOTS 1,2, S½NE¼, SE¼; AN UND. FEE INT. EXCL. **SEE FILE**
Allotment No. 2433: T. 5 S., R. 31 E. SEC. 9: SE¼;
Allotment No. 2436: T. 5 S., R. 31 E. SEC. 7: E½SE¼; SEC. 8: SW¼, W½SE¼; AN UND. FEE INT. INT. EXCLUDED
Allotment No. 2437: T. 5 S., R. 31 E. SEC. 7: W½SE¼, E½SW¼; AN UND. INT. IN.
Allotment No. 2451: T. 4 S., R. 31 E. SEC. 23: SW¼;
Allotment No. 2452: T. 5 S., R. 31 E. SEC. 8: NW¼;
Allotment No. 2453: T. 5 S., R. 31 E. SEC. 7: NE¼;
Allotment No. 2454: T. 5 S., R. 31 E. SEC. 7: LOTS 1,2, E½NW¼;
Allotment No. 2455: T. 5 S., R. 30 E. SEC. 12: NE¼;
Allotment No. 2456: T. 5 S., R. 30 E. SEC. 12: E½SE¼; T. 5 S., R. 31 E. SEC. 7: LOTS 3,4;
Allotment No. 2465: T. 5 S., R. 31 E. SEC. 12: E½E½; LESS AN UND. FEE
Allotment No. 2472: T. 5 S., R. 31 E. SEC. 1: LOTS 3,4, S½NW¼, SW¼;
Allotment No. 2484: T. 5 S., R. 30 E. SEC. 12: E½NW¼, NE¼SW¼; T. 5 S., R. 31 E. SEC. 4: SE¼NE¼; LESS FEE
Allotment No. 2507: T. 5 S., R. 31 E. SEC. 5: LOTS 1,2, S½NE¼; LESS UND. .0157407407 FEE
Allotment No. 2514: T. 5 S., R. 31 E. SEC. 30: LOT 3, NE¼SW¼, E½E½SE¼SW¼; AN UND. FEE INT. EXCL
Allotment No. 2520: T. 5 S., R. 31 E. SEC. 30: S½SE¼;
Allotment No. 2528: T. 5 S., R. 31 E. SEC. 16: SW¼;
Allotment No. 2559: T. 4 S., R. 32 E. SEC. 30: NE¼;
Allotment No. 2567: T. 5 S., R. 30 E. SEC. 25: N½;
Allotment No. 2579: T. 5 S., R. 31 E. SEC. 17: SW¼;
Allotment No. 2592: T. 5 S., R. 30 E. SEC. 24: SW¼;
Allotment No. 2594: T. 5 S., R. 31 E. SEC. 17: SE¼; AN UND. FEE INT. EXCL.
Allotment No. 2595: T. 5 S., R. 31 E. SEC. 17: NE¼;
Allotment No. 2660: T. 5 S., R. 31 E. SEC. 15: NE¼;
Allotment No. 2716: T. 5 S., R. 30 E. SEC. 24: SE¼;
Allotment No. 2743: T. 5 S., R. 31 E. SEC. 14: NW¼;
Allotment No. 2823: T. 5 S., R. 31 E. SEC. 24: E½SW¼, SW¼SW¼, NW¼SE¼;
Allotment No. 2839C: T. 5 S., R. 31 E. SEC. 23: SW¼SE¼;
Allotment No. 2840: T. 5 S., R. 31 E. SEC. 23: N½SE¼, SE¼SE¼; SEC. 24: NW¼SW¼;
Allotment No. 2841: T. 5 S., R. 31 E. SEC. 23: SW¼;
Allotment No. 2852: T. 4 S., R. 31 E. SEC. 28: SE¼; BALANCE UNDER FEE PATENT. LESS 2.72 ROW
Allotment No. 2871: T. 4 S., R. 31 E. SEC. 33: N½SE¼, SEC. 34: N½SW¼;
Allotment No. 2981: T. 5 S., R. 31 E. SEC. 11: NW¼;
Allotment No. 3010A: T. 5 S., R. 31 E. SEC. 4: SW¼; SEC. 5: S½SE¼; SEC. 8: N½NE¼;
Allotment No. 3060A: T. 5 S., R. 31 E. SEC. 11: NE¼;
Allotment No. 3060B: T. 4 S., R. 32 E. SEC. 30: NW¼; **SEE FILE**
Allotment No. 3258: T. 4 S., R. 31 E. SEC. 32: S½;
Allotment No. 3259: T. 4 S., R. 31 E. SEC. 31: E½;
Allotment No. 3298: T. 4 S., R. 32 E. SEC. 20: SW¼;
Allotment No. 3314: T. 5 S., R. 31 E. SEC. 15: S½W½, SE¼;
Allotment No. 3317A: T. 4 S., R. 32 E. SEC. 19: NE¼;

Allotment No. 3317B: T. 4 S., R. 32 E. SEC. 20: NE¼; AN UND. 240/270 INT. IN.
Allotment No. 3319: T. 4 S., R. 31 E. SEC. 24: NE¼; T. 4 S., R. 32 E. SEC. 19: NW¼;
Allotment No. 3334B: T. 5 S., R. 31 E. SEC. 11: S½;
Allotment No. 3365A: T. 4 S., R. 31 E. SEC. 28: W½; LESS 7.9 ACRE ROW AN UNDIV. 6/12 FEE INT. EXCLUDED
Allotment No. 3401: T. 4 S., R. 31 E. SEC. 34: S¼NE¼, SE¼, S½SW¼;
Allotment No. 3480: T. 5 S., R. 31 E. SEC. 24: NW¼;
Allotment No. 3531: T. 4 S., R. 32 E. SEC. 33: NW¼;
Allotment No. 3533: T. 4 S., R. 32 E. SEC. 29: NE¼;
Allotment No. 3568: T. 5 S., R. 31 E. SEC. 12: SW¼, W½NW¼;
Allotment No. 3591: T. 4 S., R. 32 E. SEC. 32: NE¼;
Allotment No. 3598: T. 5 S., R. 32 E. SEC. 6: LOTS 1,2,3,4, S½N½;
Allotment No. 0108: **SEE FILE**
Allotment No. 0302A: T. 4 S., R. 32 E. SEC. 17: S½SE¼; ALLOT. 302 - 24.08 FARM ACRES
Allotment No. 0409: **SEE FILE**
Allotment No. 0643: **SEE FILE**
Allotment No. 0662: FEE INTEREST-**SEE FILE**
Allotment No. 0726A: T. 5 S., R. 31 E. SEC 9: NE¼; AN UND. .1033950617 FEE PORTION
Allotment No. 1348: **SEE FILE**
Allotment No. 1625: **SEE FILE**
Allotment No. 2286/2364/337: T. 4 S., R. 31 E. SEC. 15: S½SW¼; SEC. 20: NE¼; SEC. 21: N½; SEC. 22: NW¼; SEC. 24: NW¼SW¼, SW¼NW¼, SEC. 23: SE¼; SEC. 26: S½NE¼, N½SE¼, NW¼;
Allotment No. 2292: **SEE FILE**
Allotment No. 2428: **SEE FILE**
Allotment No. 2436: FEE INT. - **SEE FILE**
Allotment No. 2437: **SEE FILE**
Allotment No. 2465: T. 5 S., R. 31 E. SEC 12: E½E½; UND. FEE INT. IN & TO; E. KOLLER TRACKED, NOT PAID
Allotment No. 2484: **SEE FILE**
Allotment No. 2507: UND. FEE - **SEE FILE**
Allotment No. 2514: **SEE FILE**
Allotment No. 2594: **SEE FILE**
Allotment No. 2852: AN UND. FEE INT IN: Monette Owns 6/12 Brian K. Owns 1/12 Kara K. Owns 1/12
Allotment No. 3103: T. 4 S., R. 31 E. SEC. 34: NW¼;
Allotment No. 3365A: AN UNDIV. 6/12 FEE INT IN AND TO MONETTE'S OWN 4/12 KWIATKOWSKI 2/12
Allotment No. 3463: T. 5 S., R. 30 E. SEC. 1: A PORTION OF THE S½SE¼; 48.9 ACRES OF FARMLAND.
Allotment No. 0309B: T. 4 S., R. 32 E. SEC. 29: NW¼SE¼;
Allotment No. 0309D: T. 4 S., R. 32 E. SEC 29: SW¼SE¼;
Allotment No. 0355: T. 5 S., R. 30 E. SEC 24: N½NE¼;
Allotment No. 0717: T. 5 S., R. 31 E. SEC 29: W½NW¼;
Allotment No. 0729A: T. 5 S., R. 31 E. SEC. 19: LOT 4, SE¼SW¼;
Allotment No. 0745: T. 5 S., R. 31 E. SEC. 5: N½SE¼;
Allotment No. 2077E: T. 5 S., R. 31 E. SEC. 10: E½NE¼, E½W½NE¼, E½W½W½NE¼, E½W½W½W½NE¼; LESS .27 A. OTHER
Allotment No. 2406: T. 5 S., R. 31 E. SEC. 9: E½SW¼;
Allotment No. 2406A: T. 5 S., R. 31 E. SEC. 9: W½SW¼;
Allotment No. 2427: T. 5 S., R. 31 E. SEC. 10: W½W½;
Allotment No. 2471: T. 5 S., R. 31 E. SEC. 18: LOTS 1,2, E½NW¼;
Allotment No. 2474: T. 5 S., R. 31 E. SEC. 18: LOT 3 (NW¼SW¼), LOT 4 (SW¼SW¼), E½SW¼;
Allotment No. 2488: T. 4 S., R. 32 E. SEC. 30: SW¼;
Allotment No. 2502: T. 5 S., R. 31 E. SEC 4: LOTS 3,4, S½NW¼;
Allotment No. 2504: T. 5 S., R. 31 E. SEC 16: N½;
Allotment No. 2539: T. 5 S., R. 31 E. SEC 18: SE¼;
Allotment No. 2578: T. 5 S., R. 31 E. SEC. 17: NW¼;
Allotment No. 2582: T. 5 S., R. 30 E. SEC. 13: N½;
Allotment No. 2583: T. 5 S., R. 30 E. SEC. 13: SW¼;

Allotment No. 2584: T. 5 S., R. 30 E. SEC. 13: SE¼;
Allotment No. 2614A: T. 4 S., R. 32 E. SEC. 32: E½NW¼;
Allotment No. 2822: T. 5 S., R. 31 E. SEC. 24: S½SE¼; SEC. 25: LOTS 3,4; T. 5 S., R. 32 E. SEC. 19: LOT 8; SEC. 30: LOT 5;
Allotment No. 3102A/3103B: T. 5 S., R. 31 E. #3102A-SEC. 12: W½E½; #3103B-SEC. 12: E½NW½;
Allotment No. 3103A: T. 5 S., R. 32 E. SEC. 6: SW¼SW¼;
Allotment No. 3367B: T. 4 S., R. 31 E. SEC. 20: S½; SEC. 21: SW¼; SEC. 29: N½NE¼; SCHWEND USES GRASS
Allotment No. 3481: T. 5 S., R. 31 E. SEC. 14: SE¼;
Allotment No. 6105: T. 5 S., R. 32 E. SEC. 18: M&B… ISLAND WITHIN E½, SEC. 19: M&B… ISLAND WITHIN N½N½; UNSURVEYED ISLAND
Allotment No. 6178D: T. 4 S., R. 31 E. SEC. 22: SE¼;
Allotment No. 6178F: T. 5 S., R. 31 E. SEC. 03: LOTS 1,2,3,-4, S½, S½N½;

Fly Creek
Allotment No. 0231E: T. 2 S., R. 31 E. SEC. 19: LOT 3, NE¼SW¼;
Allotment No. 0666: T. 2 S., R. 30 E. SEC. 01: LOTS 9, 10; SEC. 12: E½;
Allotment No. 1857: T. 2 S., R. 31 E. SEC. 15: NW¼;
Allotment No. 3062D: T. 2 S., R. 31 E. SEC. 20: SW¼SE¼;
Allotment No. 3062F: T. 2 S., R. 31 E. SEC. 20: W½SE¼SE¼;
Allotment No. 0077: T. 2 S., R. 31 E. SEC. 16: S½, SEC. 17: SE¼, SEC. 20: N½NE¼, N½S½NE¼; AN UND .9961904762 INT. IN.
Allotment No. 0221B: T. 2 S., R. 31 E. SEC. 2: LOTS 5,6,7,8; SEC. 11: N½NW¼;
Allotment No. 0230: T. 2 S., R. 31 E. SEC. 19: LOT 4, SE¼SW¼, S½SE¼;
Allotment No. 0231C: T. 2 S., R. 31 E. SEC. 19: W½NE¼, N½SE¼; AN UND. 790776/793800 INT. IN.
Allotment No. 0231D: T. 2 S., R. 31 E. SEC. 19: LOTS 1,2, E½NW¼;
Allotment No. 0262D: T. 2 S., R. 31 E. SEC. 20: E½E½SE¼; LESS AND UND. INT. IN NEAL BROS GINA CORRIGEUX
Allotment No. 0732C: T. 2 S., R. 30 E. SEC. 24: NE¼, E½E½NW¼, E½W½E½NW¼;
Allotment No. 1216D: T. 2 S., R. 30 E. SEC. 24: W½NW¼, W½W½E½NW¼, N½S½;
Allotment No. 1338: T. 2 S., R. 30 E. SEC. 16: S½; SEC. 21: NE¼; 1940/3240 IN FEE INTEREST
Allotment No. 1340: T. 2 S., R. 30 E. SEC. 21: W½, W½W½SE¼, W½E½W½SE¼; AN UND. FEE INT. EXCLUDED
Allotment No. 1757A: T. 2 S., R. 30 E. SEC. 14: W½SE¼, E½SW¼, SEC. 23: NE¼, E½NW¼;
Allotment No. 1772: T. 2 S., R. 30 E. SEC. 2: LOTS 11, 12; SEC. 11: W½; SEC. 14: W½NW¼;
Allotment No. 1853: T. 2 S., R. 31 E. SEC. 16: NW¼; SEC. 17: NE¼;
Allotment No. 1856: T. 2 S. R. 31 E. SEC. 16: NE¼; LESS 13.7 A. ROW (RESERVOIR)
Allotment No. 1918/1918D: T. 2 S., R. 31 E. 1918D - SEC. 3: LOTS 7,8; 1918 - SEC. 10: NE¼;
Allotment No. 3024: T. 2 S., R. 30 E. SEC. 24: S½S½; SEC. 25: N½N½N½N½;
Allotment No. 0077: AN UNDIVIDED .0038095238 FEE INT. IN: **SEE FILE**
Allotment No. 0231C: **SEE FILE**
Allotment No. 0262D: UNDIVIDED FEE OF: T. 2 S., R. 31 E. SEC. 20: E½E½SE¼;
Allotment No. 1338: **SEE FILE**
Allotment No. 1340: **SEE FILE**
Allotment No. 0788A,C: T. 2 S., R. 31 E. 788A-SEC. 17: W½W1/2W1/2SE1/4NW1/4. W½E½W1/2W½SE1 /4 NW¼, SW¼NW¼; 788C-SEC.17: SW¼, E½W½SE¼NW¼, E½SE¼NW¼, E½E½W½W½SE1 /4 NW¼;
Allotment No. 1827: T. 2 S., R. 30 E. SEC. 23: W½NW¼;
Allotment No. 3062A: T. 2 S., R. 31 E. SEC. 20: N½SW¼, NW¼, NW¼SE¼, NW¼SW¼SW¼, S½S½NE¼, W½NE¼SE¼; SEC. 19: E½NE¼
Allotment No. 3108: T. 2 S., R. 31 E. SEC. 14:N½S½, SEC. 15: NE¼;
Allotment No. 3252A: T. 2 S., R. 30 E. SEC. 1: LOTS 11,12; SEC. 12: N½NW¼, N½S½NW¼;
Allotment No. 3253: T. 2 S., R. 30 E. SEC. 12: SW¼, S½S½NW¼; SEC. 13: N½N½;

- **See File** reference indicates partial information received from Monette Farms. Parties agree to supplement Schedule C, as necessary, prior or at closing

Schedule 3.4
Crop Planting Costs

$6,933,592.00