COURT FILE NUMBER	2601-07148	Clerk's Stamp
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JUDICIAL CENTRE	CALGARY	JUDICIAL CENTRE OF CALGARY FILED DIGITALLY 2601 07148 Aug 11, 2026 1:32 PM CLERK OF THE COURT
	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. 4 OF DARREL NOEL MONETTE**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Suite 3700, Bankers Hall West 888 3rd Street SW Calgary, Alberta, T2P 5C5 Telephone: (403) 351-2920 Facsimile: (403) 648-1151 Email: joliver@cassels.com / dmarechal@cassels.com / mclarksonmaciel@cassels.com File No.: 063030-01 Attention: Jeffrey Oliver / Danielle Maréchal / Matteo Clarkson-Maciel	
AFFIDAVIT OF:	**DARREL NOEL MONETTE**	
SWORN ON:	**August 10, 2026**	

I, Darrel Noel Monette, of the City of Airdrie, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am the sole voting shareholder of the Monette Farms group. Monette Farms 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 ("**MF Arizona**"), Monette Farms USA, Inc. ("**Monette Farms USA**"), 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. (together, 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**"). I am director, president, and Chief Executive Officer of each of the Applicants.

2. In these roles, my primary responsibilities include overseeing and managing the operations and assets of the Group, making strategic business decisions, and acting as the primary point of contact with the Group's management teams and advisors. 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, I 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 ("**CCAA**").

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

8. On June 1, 2026, I swore an affidavit (the "**Third Monette Affidavit**") in support of an application by the Applicants for 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. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the First Monette Affidavit, the Second Monette Affidavit, the ARIO, or the SISP, as applicable.

I. RELIEF REQUESTED

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

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

i. abridging the time for service and deeming service of the Application and supporting materials for the Arizona SAVO to be good and sufficient;

ii. approving the Purchase and Sale Agreement (the "**Arizona PSA**") between MF Arizona, as seller, and Byner Cattle Company and/or its nominee, as purchaser (in such capacity, the "**Arizona Purchaser**"), substantially in the redacted form attached hereto and marked as **<u>Exhibit "A"</u>**, and authorizing the completion of the transaction contemplated therein (the "**Arizona 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 Purchased Lands (as defined in the Arizona PSA) (the "**Arizona Purchased Assets**"); and

b. an order (the "**Sealing Order**"), sealing my confidential affidavit, sworn August 10th, 2026 (the "**Confidential Affidavit**"), until the earlier of:

i. the filing of the Monitor's Certificate confirming that the Arizona Transaction has closed;

ii. the termination of the within proceedings pursuant to the CCAA; or

iii. further order of this Court;

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

c. such further and other relief as this Honourable Court deems just.

II. OVERVIEW AND UPDATE SINCE THE SISP APPROVAL ORDER

11. As discussed in the First Monette Affidavit, the Group urgently required funding to commence seeding and continue farming operations. Following the granting of the SISP Approval Order, the Applicants have made additional drawdowns under the DIP Facility (as defined in the ARIO) consistent with the cash flow forecast as discussed in the Third Report of the Monitor, to be filed.

12. Since the granting of the SISP Approval Order, the Group, in close 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. advise their stakeholders of the granting of the ARIO and SISP;

c. commence the SISP, list for sale all real property subject to the SISP and negotiate sale offers; and

d. respond to certain employee, supplier, vendor and stakeholder inquiries regarding these CCAA proceedings and the Chapter 15 Case.

a. Update on SCIC

13. As described in the First Monette Affidavit, the Group purchased crop insurance for the 2026 season, including through Saskatchewan Crop Insurance Corporation ("**SCIC**"), in respect of its Saskatchewan grain operations. SCIC premiums are generally settled after the growing season, with notices and payment obligations issued in the ordinary course during the summer and fall. While premiums become immediately due and payable after issuance, it is typical for insured parties to pay insurance premiums after harvest.

14. SCIC has asserted that approximately $1.9 million is owing in connection with prior crop insurance matters, which I understand relates to a 2023/2024 overpayment identified through an audit of insurance payouts that the Group received for the 2023/2024 growing season. This amount was outstanding prior to the Group entering into these CCAA proceedings and is due and payable by August 15, 2026. SCIC granted insurance for the 2026 season prior to these CCAA proceedings being commenced and notwithstanding the overpayment being outstanding. I am advised by counsel to the Group, Cassels Brock & Blackwell (**"Cassels**"), that SCIC has taken the position that the $1.9 million overpayment must be paid in order to maintain the Group's 2026 crop insurance coverage. The Group, in consultation with the Monitor and the DIP Agent, is considering SCIC's position, including whether the asserted amount is a pre-filing obligation and whether SCIC is entitled to terminate or otherwise interfere with the Group's 2026 crop insurance coverage on account of non-payment of that amount.

b. General Update on SISP

15. Since the SISP Approval Order, the Group, in consultation with the Monitor and the Lender Agent (as defined in the SISP Approval Order), has advanced the SISP by engaging with brokers and prospective purchasers, preparing and circulating marketing materials and confidentiality agreements, settling template purchase and sale documentation for farmland assets in Canada and the United States, and negotiating or responding to bids for certain real property assets, including assets located in Arizona and Montana.

16. In respect of the British Columbia assets, the Group had been in discussions with two brokers regarding a potential listing engagement. As a result, the launch of the British Columbia listing process was delayed while the Group, with the support of the Monitor and the Lender Agent, considered listing arrangements and selected the successful broker.

III. ARIZONA SAVO

17. The Group, through MF Arizona, is the owner of certain real property and related assets located in the state of Arizona, including:

    a. the agricultural property located in the Aguila area, in Maricopa County, Arizona (the "**Aguila Farm**");

    b. a cold produce storage building located at 39332 West Camelback Road in Maricopa County, Arizona (the "**Produce Cooler**"); and

    c. the seed facility located at 39332 West Camelback Road in Maricopa County, Arizona (the "**Arizona Seed Facility**", and together with the Aguila Farm and the Produce Cooler, the "**Arizona Assets**").

18. The Arizona Transaction relates to the Aguila Farm, and the Produce Cooler and Arizona Seed Facility continue to be marketed in accordance with the SISP.

19. Prior to these CCAA proceedings, the Arizona Assets were marketed for sale pursuant to a listing agreement with Southwest Land Associates, LLC (the "**Broker**"), a broker familiar with agricultural properties in Arizona, dated September 26, 2025, under which the Arizona Assets were initially marketed privately to industry contacts. The Arizona Assets were subsequently listed publicly on January 26, 2026, pursuant to the pre-filing Sale Programme described at paragraphs 153 to 158 of the First Monette Affidavit. During the pre-filing Sale Programme, the Aguila Farm was listed at USD$22 million and the Produce Cooler and Arizona Seed Facility were listed at USD$10 million. The Arizona Purchaser had expressed interest in the Arizona Purchased Assets throughout the Sale Programme, but an offer was never submitted or executed at that time. No other offers were received for the Arizona Assets, and accordingly they were not sold during the Sale Programme.

20. In accordance with the SISP, the Arizona Assets were relisted, and the Group conducted a comprehensive sale and marketing process for the Arizona Assets, as follows:

    a. the SISP commenced on June 29, 2026, and by this date, the Arizona Assets were listed for sale through the Broker;

    b. parties interested in the Arizona Assets were directed to the Broker. Pursuant to the

SISP, non-disclosure agreements and data room access were not required for parties pursuing asset-specific opportunities, and no separate data room was established for the Arizona Assets;

c. for the purposes of the SISP, and with approval of the Lender Agent, the listing prices for the Arizona Assets were reduced to USD$18.5 million for the Aguila Farm and USD$5 million for the Produce Cooler and Arizona Seed Facility. The Arizona Assets were thereafter marketed through a robust process, which included the Broker:

   i. directly contacting 17 prospective purchasers active in the agricultural sector; and

   ii. posting the opportunity on the Broker's website, with the website receiving 37 views;

d. in addition to the property-specific marketing undertaken by the Broker, the Arizona Assets benefited from the broader marketing efforts conducted pursuant to the SISP. As part of the component of the SISP which contemplated a sale of the entirety of the Companies' assets, a teaser and non-disclosure agreement were distributed on June 29, 2026 to approximately 208 strategic and financial parties, the sale opportunity was posted on the Monitor's website, an advertisement of the SISP process was published through Insolvency Insider, and an article regarding the sale opportunity was published in The Western Producer;

e. one interested party toured the Arizona Purchased Assets on request;

f. on July 7, 2026, the Arizona Purchaser sent an email of its initial expression of interest to the Broker; and

g. subsequently, the Arizona Purchaser submitted its offer for the Arizona Purchased Assets. This was the only offer received for the Aguila Farm.

21. Certain of the Arizona Purchased Assets relate to leases of state-owned land administered by the Arizona State Land Department. Since the commencement of these CCAA proceedings, the Group, with the assistance of local advisors and representatives of the Arizona State Land Department, has taken steps to complete renewal documentation and satisfy other administrative requirements concerning those leases. The Arizona Purchaser and the Group have structured the Arizona Transaction to contemplate the transfer of the applicable lease interests in accordance with the requirements of the Arizona State Land Department and applicable law.

22. The Arizona Purchaser remained actively engaged throughout the SISP and ultimately submitted a Qualified Bid in accordance with the SISP. The Arizona Purchaser's bid represented the highest and

best transaction reasonably available in the circumstances, is supported by the appraisal for the Arizona Purchased Assets, which is included in my Confidential Affidavit sworn April 17, 2026, at Confidential Exhibit "A" thereto (pdf page 8), and, pursuant to paragraph 28 of the SISP, the Monitor, the Lender Agent, and the Group agreed to designate the Arizona PSA, as a Successful Bid.

23. MF Arizona subsequently entered into the Arizona PSA with the Arizona Purchaser in respect of the Arizona Purchased Assets. The material terms of the Arizona PSA are as follows:

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

    b. the Arizona PSA is conditional on (i) receiving court-approval by both this Court and the US Bankruptcy Court; (ii) the re-registration of leases of state-owned land to Monette as lessee and their subsequent transfer to the Arizona Purchaser under the Arizona PSA; (iii) the Arizona Purchaser does not disapprove the transaction within 10 days, after having received both the title commitment for a standard owner's policy of title insurance and a Phase I environmental report for irregularities; and (iv) the transfer of certain deeds of covenant in Arizona;

    c. the Arizona Transaction is set to close shortly after the US Bankruptcy Court grants an order recognizing the Arizona SAVO, or as otherwise agreed between the parties; and

    d. a deposit of 5% of the purchase price is currently being held by the title company until the Arizona Purchaser approves the title commitment described above, at which point such deposit shall be paid to and held in trust by the Monitor.

24. An unredacted copy of the Arizona PSA is attached to my Confidential Affidavit, for which the Sealing Order is being requested as public disclosure of the information contained in the Arizona PSA, and in particular the purchase price, could impact any future sale process should the Arizona Transaction not close for any reason. Any adverse influence on the value of future offers in respect of the property would pose serious risk to the Group and any creditors' recovery. I am not aware of any parties that will be materially prejudiced by the sealing of the Confidential Affidavit.

25. The Arizona Purchased Assets are located in the United States. As a result, Cassels has advised me that although the Applicants seek approval of the Arizona PSA and the transaction contemplated thereunder from this Court, the proposed Arizona SAVO does not purport to vest title to, or otherwise transfer ownership of, any real property situated in the United States until the US Bankruptcy Court recognizes the same. Additionally, the Applicants seek relief removing, discharging, or otherwise extinguishing any Canadian-domiciled charges, claims, or encumbrances to the extent that they attach to, or are registered against, the Arizona Purchased Assets.

26. As part of the implementation of the Arizona Transaction, the parties continue to work through customary closing matters, including title review, environmental diligence, and other closing deliverables required under the Arizona PSA. In addition, completion of the Arizona Transaction will require recognition and implementation of the Arizona Transaction through the Chapter 15 Case. Subject to the satisfaction or waiver of the conditions set out in the Arizona PSA and the granting of the required approvals by this Court and the US Bankruptcy Court, the Applicants presently expect to proceed to closing as soon as reasonably practicable thereafter.

27. Following the granting of the Arizona SAVO, I understand that the Monitor, in its capacity as Foreign Representative in the Chapter 15 Case, 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 Arizona Transaction under applicable United States law. In my view, this approach is appropriate and necessary given the location of the Arizona Purchased Assets.

28. The Arizona PSA and Arizona Transaction are appropriate in the circumstances, and the Arizona SAVO should be approved by this Court for the following reasons:

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

b. the Monitor supports the Arizona Transaction and is satisfied that it is fair and reasonable in the circumstances; and

c. the Lender Agent has approved the Arizona PSA and the Arizona Transaction contemplated therein.

IV. CONCLUSION

29. 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 Kelowna in the Province of BC, this 10th day of August, 2026 Commissioner for Oaths/Notary Public in and for ~~Alberta~~ British Columbia	)))))))	DARREL NOEL MONETTE

David J. Kemp
Barrister & Solicitor
8 Caro Road
Kelowna, BC V1V 1C3

DAVID KEMP
NOTARY PUBLIC
BRITISH COLUMBIA

This is **Exhibit "A"** to the Affidavit of **Darrel Noel Monette** SWORN before me at the City of Kelowna in the Province of BC, this 10th day of August, 2026

A NOTARY PUBLIC / COMMISSIONER FOR OATHS IN AND FOR ~~ALBERTA~~ British Columbia

David J. Kemp
Barrister & Solicitor
8 Caro Road
Kelowna, BC V1V 1C3

DAVID KEMP
NOTARY PUBLIC
BRITISH COLUMBIA

SISP AGREEMENT OF PURCHASE AND SALE OF US ASSETS

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

BETWEEN:

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

(the "Vendor")

-and-

BYNER CATTLE COMPANY, a Nevada corporation

(the "**Purchaser**")

WHEREAS:

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

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

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

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

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

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

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

Article 1
Interpretation

1.1 Definitions. In this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(aa) "**Title Company**" means Chicago Title Insurance Company, 2390 East Camelback Road, Suite 120, Phoenix, Arizona 85016, Attn. Melissa Cocanower (melissa.cocanower@ctt.com);

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

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

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

Schedule A	Purchased Lands
Schedule B	Permitted Encumbrances

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

Article 2
Purchase and Sale

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

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

Article 3
Purchase Price

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

(a) US$ by way of earnest money (the "**Earnest Money**") in an amount equal to 5% of the Purchase Price, to be paid to the Title Company by way of wire transfer or bank draft in immediately available funds immediately upon the Purchaser submitting its offer to purchase the Purchased Lands, which offer is conditional upon the Purchaser's receipt and approval of the Commitment in accordance with Section 8.5. The Title Company shall hold the Earnest Money pending the Purchaser's approval of the Commitment. If the

Purchaser does not approve the Commitment, the Earnest Money shall be returned to the Purchaser. If the Purchaser approves (or is deemed to approve) the Commitment, the Earnest Money shall be paid directly to the Monitor to be held by the Monitor in a non-interest bearing trust account and applied against the Purchase Price on Closing; and

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

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

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

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

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

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

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

Article 4
Taxes

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

Article 5
Representations and Warranties

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

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

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

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

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

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

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

Article 6
"As Is, Where Is"

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

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

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

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

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

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

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

Article 7
Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 8
Closing

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

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

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

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

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

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

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

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

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

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

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

(j) a duly executed assignment and assumption of the ASLD Leases in registrable or recordable form, together with any consent, approval or documentation required by the Arizona State Land Department to give effect to such assignment;

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

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

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

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

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

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

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

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

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

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

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

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

Article 9
Indemnity

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

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

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

Article 10
Termination

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

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

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

(c) by either Party if:

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

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

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

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

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

Article 11
General

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

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

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

1 E Washington St., Suite 2700

Phoenix, AZ 85004

USA

Email: lnarducci@swlaw.com / bsuzuki@swlaw.com

Attention: Lucas Narducci / Bryce Suzuki

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

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

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

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

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

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

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

11.10 **Governing Law; Forum Selection.**

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

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

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

[**SIGNATURE PAGE FOLLOWS**]

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

MONETTE FARMS ARIZONA, LLC

By______________________

Name: Darrel Monette

Title: President & CEO

BYNER CATTLE COMPANY

By______________________

Name: Francis R. McAllister

Title: Vice President

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

CHICAGO TITLE INSURANCE COMPANY

By______________________

Name:

Title:

Schedule A
Purchased Lands

(see attached)

Schedule B
Permitted Encumbrances

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