

SCHEDULE "B"

SALE AND INVESTMENT SOLICITATION PROCEDURES

Monette Farms Ltd. and Related Entities

INTRODUCTION

1. On April 21, 2026, the Court of King's Bench of Alberta (the "**Court**") granted an initial order (as may be amended and restated from time to time, the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1986, as amended (the "**CCAA**") in respect of Monette Farms Ltd., Monette Farms Ontario Corp., NexGen Seeds Ltd., Monette Produce Ltd., Monette Seeds Ltd., Monette Land Corp., DMO Holdings Ltd., DMO Holdings USA, Inc., Monette Seeds USA, LLC, Monette Farms Arizona, LLC, Monette Farms USA, Inc., 1012595 DE Inc., Monette Produce, LLC, Goat's Peak Winery Ltd., Monette Farms BC Ltd., Monette Farms Land GP Ltd., Monette Farms Land II GP Ltd., and Monette Farms BC GP Ltd. (collectively, the "**Applicants**"). The Applicants, together with Monette Farms Land LP, Monette Farms Land II LP, and Monette Farms BC LP, form the "**Group**". The Initial Order, among other things, appointed FTI Consulting Canada Inc. as monitor (in such capacity, the "**Monitor**") of the Applicants. Capitalized terms used but not defined herein have the meaning ascribed to them in the Initial Order.
2. Pursuant to the Initial Order, the Group entered into a \$90 million debtor-in-possession financing term sheet (the "**Term Sheet**") with a syndicate of lenders (the "**DIP Lenders**") and The Bank of Nova Scotia, in its capacity as agent for the DIP Lenders (in such capacity, the "**DIP Agent**"). The Term Sheet set certain restructuring milestones, including the implementation of a sale and investment solicitation process (the "**SISP**").
3. On May 1, 2026, the Court granted an amended and restated initial order (the "**ARIO**").
4. On June 12, 2026, the Court granted an order (the "**SISP Approval Order**") which, among other things: (a) approved the SISP for the marketing and sale of, or investment in, all or substantially all of the Group's business and assets or any portion thereof (collectively, the "**Property**") in accordance with these sale and investment solicitation procedures (the "**SISP Procedures**"); (b) authorized the Monitor to conduct the SISP in consultation with the Group, the Property Brokers (as defined below), and The Bank of Nova Scotia, in its capacities as DIP Agent and Existing Senior Secured Agent (as defined in the Term Sheet) (in such capacities, together, the "**Agent**"); and (c) approved an expedited process for obtaining Court approval of certain Successful Bid(s) if certain conditions are met.
5. The SISP and the SISP Approval Order shall exclusively govern the process for soliciting and selecting bids for the sale of all, substantially all, or one or more portions of the Property, and for the restructuring, recapitalization, or refinancing of the Group and their business (each, a "**Transaction**"). The SISP herein sets out the manner in which: (a) binding offers for executable Transactions involving the business and/or all, substantially all or any portion of the Property of the Group will be solicited from interested parties (the "**Opportunity**"); (b) any such offers received will be addressed; (c) any Successful Bid (as defined below) will be selected; and (d) Court approval of any Successful Bid will be sought.
6. The SISP will be conducted by the Monitor in the manner set forth herein and in accordance with the SISP Approval Order. In the event of any disagreement as to the

interpretation or application of the SISP, the Court will have exclusive jurisdiction to hear and resolve such dispute.

OPPORTUNITY

7. The Opportunity may include one or more of a refinancing, restructuring, recapitalization, or other form of reorganization of the business and affairs of the Group as a going concern, or a sale of all, substantially all, or one or more portions of the Property as a going concern or otherwise. In particular, interested parties may submit proposals to:
 - (a) acquire all or substantially all or a portion of the Property other than any Brokered Property subject to a Land Purchase Proposal (a “**Sale Proposal**”);
 - (b) acquire all, substantially all or a portion of any Brokered Property (a “**Land Purchase Proposal**”);
 - (c) make an investment in the business of the Group, which may include a restructuring, recapitalization, or other form of reorganization of the business and affairs of the Group as a going concern, together with a plan of compromise or arrangement pursuant to the CCAA (an “**Investment Proposal**”); or
 - (d) propose a refinancing of all obligations and liabilities owing by the Group under the Existing Senior Secured Credit Agreement and any other funded indebtedness (each, a “**Refinancing Proposal**”).
8. The Monitor, with the assistance of the Group and the applicable Property Brokers, intends to provide all qualified interested parties with an opportunity to participate in the SISP.

PROPERTY AND LISTING ARRANGEMENTS

9. The Property includes farmland, agricultural operations, seed processing facilities, produce operations, cattle ranching operations, and related assets located across the provinces of Saskatchewan, Manitoba, and British Columbia, and the states of Montana, Colorado, and Arizona, or elsewhere. The SISP will solicit interest in the Property in the manner described herein.
10. The Group shall retain one or more licensed real estate brokers in each applicable jurisdiction (the “**Property Brokers**”), on terms and conditions satisfactory to the Monitor and the Agent, by no later than June 15, 2026.
11. The Group will instruct the Property Brokers to list, by no later than June 29, 2026, all of the Group’s farmland and related Property located in Saskatchewan, Manitoba, British Columbia, Montana, Arizona, and Colorado (each a “**Brokered Property**” and, collectively, the “**Brokered Properties**”) at list prices established from time to time in consultation with the applicable Property Broker, in accordance with paragraph 12 hereof, and with the prior approval of the Monitor, the Group and the Agent.
12. The Group shall require the applicable Property Brokers to provide written market evaluation reports and customary analysis with respect to each Brokered Property (collectively, the “**Broker Materials**”) which shall include, among other things: (i) a summary of relevant comparable sales and prevailing market conditions; (ii) such Property Broker’s recommended listing price based on market comparables and industry-recognized brokerage and appraisal practices; and (iii) such Property Broker’s

assessment of the listing strategy with respect to the applicable Brokered Property taking into account the Binding Bid Deadline (as defined below). The Group shall provide all Broker Materials to the Monitor, the Syndicate's Financial Advisor and the Agent on a timely basis. The Syndicate's Financial Advisor may request and shall be entitled to attend meetings arranged by the Group with the Property Brokers concerning listing strategy, listing price or to review expressions of interest or Binding Bids (as defined below).

13. All inquiries and formal offers in respect of the Property shall be directed to the Monitor and the applicable Property Broker.

"AS IS, WHERE IS" BASIS

14. Except to the extent otherwise set forth in a definitive sale or investment agreement with a Successful Bidder (as defined below), any Transaction will be completed: (i) with Court approval; or (ii) pursuant to paragraph 34 below, and in each case, on an "as is, where is" basis and without surviving representations, warranties, covenants, or indemnities of any kind, nature, or description by the Group, the Property Brokers, the Monitor, or any of their respective affiliates, agents, advisors, estates, or professionals. In the event of a sale, all right, title, and interest of the Applicants in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests pursuant to Court order.

TIMELINE

15. The SISP shall commence on or before June 29, 2026 (the "**Commencement Date**") and the SISP will comply with the milestones set out in Schedule J to the Term Sheet (the "**DIP Milestones**"). The various deadlines herein may be extended at the discretion of the Monitor, in consultation with the Group, the applicable Property Brokers and with the prior written consent of the Agent.
16. The SISP will continue until the earlier of: (i) 11:59 p.m. on the date after the Group fully repays the DIP Obligations and Existing Senior Secured Obligations (each as defined in the Term Sheet); and (ii) 12:00 p.m. (Mountain Time) on November 30, 2026, (which may be extended only with the prior written consent of the Monitor and the Agent) (the "**SISP Termination Date**").

PRE-MARKETING STAGE

17. As part of the solicitation of Investment Proposals, Refinancing Proposals or Sale Proposals, the Monitor shall, prior to, or as of, the Commencement Date and in consultation with the Group, the applicable Property Brokers, the Agent and the Syndicate's Financial Advisor:
 - (a) prepare a process summary to be shared with Known Potential Bidders (as defined below) and other parties interested in the aforementioned proposals (the "**Teaser Letter**") describing the Opportunity, outlining the process under the SISP, and inviting recipients to express their interest pursuant to the SISP;
 - (b) prepare a non-disclosure agreement, which shall enure to the benefit of any purchaser of the business or Property, or any portion thereof (the "**NDA**") to access certain confidential information in the Data Room (defined below) necessary for those aforementioned proposals;
 - (c) prepare a confidential information memorandum (the "**CIM**"); and

- (d) gather and review all required due diligence material to be provided to interested parties and shall establish a secure, electronic data room (the “**Data Room**”), which will be maintained and administered by the Monitor during the SISP.
- 18. The CIM will specifically stipulate that the Monitor, the Group, the Property Brokers, and each of their respective advisors make no representation or warranty as to the accuracy or completeness of the information contained in the CIM, the Data Room, or made available pursuant to the SISP or otherwise, except to the extent expressly contemplated in any definitive agreement with a Successful Bidder.
- 19. The Monitor, in consultation with the Group and the Agent, will prepare a list of potential bidders, prospective land purchasers, and refinancing sources, including: (a) parties that have approached the Group, the Agent or the Monitor indicating an interest in the Opportunity; and (b) local, national, and international strategic and financial parties who the Group, the Agent or the Monitor believe may be interested in purchasing all or part of the Property, investing in the Applicants or refinancing the Existing Senior Secured Obligations pursuant to the SISP (collectively, “**Known Potential Bidders**”).

MARKETING STAGE

- 20. As soon as reasonably practicable after the Commencement Date, and in any event by no later than June 29, 2026, the Monitor shall:
 - (a) ensure that the Property Brokers have commenced listing and marketing of the Brokered Properties;
 - (b) arrange for a notice of the SISP (the “**Notice**”) to be published in such newspapers, trade publications, or other media as the Group, in consultation with the Monitor and the Agent, considers appropriate; and
 - (c) send the Teaser Letter and NDA to all Known Potential Bidders, and to any other party who responds to the Notice or who is identified as a potential bidder, as soon as reasonably practicable after such identification or request.

Access to Confidential Information for the Purposes of Developing an Investment Proposal, Sale Proposal, or Refinancing Proposal

- 21. As part of solicitation of Investment Proposals, Sale Proposals, or Refinancing Proposals, the Monitor will send the CIM and grant access to the Data Room to those parties who have executed and delivered an NDA to the Monitor, as soon as reasonably practicable after such execution and delivery.
- 22. Requests for information and Data Room access will be directed to the Monitor with a copy to Darrell Bishop on behalf of the Group (the “**Group Representative**”), at the addresses specified in Schedule “A” hereto. All printed information shall remain the property of the Group and, if requested, shall be returned without further copies being made and/or destroyed, with an acknowledgement that all such material has been returned and/or destroyed and that no electronic information has been retained.
- 23. Any party wishing to participate in the SISP (a “**Potential Bidder**”) by making an Investment Proposal, Sale Proposal, or Refinancing Proposal must, prior to being given any additional confidential information (such as the CIM or access to the Data Room), provide to the Monitor, copying the Group Representative:

- (a) an executed NDA, which shall inure to the benefit of any ultimate Successful Bidder; and
 - (b) a letter (the “**Interest Letter**”) setting forth: (i) the identity of the Potential Bidder; (ii) the contact information for such Potential Bidder; (iii) full disclosure of the direct and indirect principals and beneficial owners of the Potential Bidder; and (iv) evidence of financial wherewithal to close a Transaction.
24. The Monitor, in consultation with the Group, shall, in its reasonable business judgment and subject to competitive and other business considerations, afford each Potential Bidder who has signed and delivered the NDA and Interest Letter access to such due diligence material and information relating to the Group and the Property as the Monitor deems appropriate. Neither the Monitor nor the Group will be obligated to furnish any information relating to the Group or the Property to any person other than to Potential Bidders. For the avoidance of doubt, selected due diligence materials may be withheld from certain Potential Bidders if the Monitor, in consultation with the Group and the Agent, determines such information to represent proprietary or sensitive competitive information.

Land Purchase Proposals

25. Any party wishing to participate in the SISP by making a Land Purchase Proposal may do so by contacting the Monitor or the applicable Property Brokers for additional information about the Property. A prospective participant seeking to make a Land Purchase Proposal or multiple Land Purchase Proposals is not required to enter into an NDA or access the Data Room, unless it explicitly makes a request to access the Data Room.

Information Provided for Proposals Generally

26. Neither the Monitor nor the Group are responsible for, and will bear no liability with respect to, any information provided and obtained by any party in connection with the sale of the Property or any Investment Proposal, Land Purchase Proposal, Sale Proposal or Refinancing Proposal and make no representation or warranty with respect to the accuracy or completeness thereof. Potential Bidders must rely solely on their own independent review, investigation, and/or inspection of all information and of the Property in connection with their participation in the SISP and any Transaction they enter into.

OFFER SUBMISSION AND EVALUATION

Binding Bids

27. Potential Bidders that wish to make a formal proposal (each, a “**Bidder**”) shall submit a binding bid (a “**Binding Bid**”) that complies with all of the following requirements to the Monitor, the Group Representative and the applicable Property Brokers at the addresses specified in Schedule “A” hereto (including by email):
- (a) the Binding Bid must be a binding offer in respect of a Sale Proposal, Land Purchase Proposal, Refinancing Proposal, or an Investment Proposal, and in each case, delivered in the form of a signed agreement based upon the relevant template transaction agreement, to the extent made available, included in the Data Room, with all exhibits and schedules thereto completed (a “**Definitive Transaction Agreement**”) and accompanied by: (i) a blackline against the relevant template prepared by the Monitor (if any); and (ii) a letter

stating that the Binding Bid is irrevocable until the selection of Successful Bidders (as defined below), or until a Backup Bidder (as defined below) is engaged, as applicable, provided that if such Bidder is selected as a Successful Bidder or a Backup Bidder, its offer shall remain irrevocable until closing of the Transaction;

- (b) the Binding Bid is accompanied by written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed Transaction, that will allow the Monitor to make a determination as to the Bidder's financial and other capabilities to consummate the proposed Transaction;
- (c) the Binding Bid is not conditional on the outcome of unperformed due diligence by the Bidder;
- (d) the Binding Bid fully discloses the identity of each entity that will be entering into the Transaction and the financing of such Transaction, or that is otherwise participating or benefiting from such Binding Bid;
- (e) in the case of a Land Purchase Proposal to be listed by and sold through a Property Broker, the Binding Bid includes:
 - (i) to the extent the Binding Bid is in respect of any Brokered Property located in Saskatchewan or Manitoba, evidence satisfactory to the Monitor that the Potential Bidder is eligible to acquire such Brokered Property under applicable provincial legislation, including the *Saskatchewan Farm Security Act* (Saskatchewan) and the *Farm Lands Ownership Act* (Manitoba);
 - (ii) the purchase price for the applicable Brokered Property;
 - (iii) a description of the Brokered Property (including parcel identification or legal description, to the extent available) to be acquired;
 - (iv) a description of the manner in which the purchase price will be funded, including whether the offer is conditional upon financing and, if so, the material terms of such financing;
 - (v) a description of the conditions and approvals required for a final and binding offer and to close the Transaction;
 - (vi) an acknowledgment that the Binding Bid is capable of being completed in accordance with the timelines contemplated by the SISF; and
 - (vii) a commitment by the Bidder to provide a deposit in the amount of not less than five percent (5%) of the purchase price offered, to be paid upon selection as the Successful Bidder, which deposit shall be held by the Monitor and applied or refunded, as applicable, in accordance with paragraph 43 hereof.

For greater certainty, a Land Purchase Proposal may be submitted in the form of a customary agreement of purchase and sale or offer to purchase.

- (f) in the case of a Sale Proposal, the Binding Bid includes:

- (i) to the extent the Binding Bid is in respect of any Property located in Saskatchewan or Manitoba, evidence satisfactory to the Monitor that the Potential Bidder is eligible to acquire such Property under applicable provincial legislation, including the *Saskatchewan Farm Security Act* (Saskatchewan) and the *Farm Lands Ownership Act* (Manitoba);
 - (ii) the purchase price (by asset type and entity, as applicable) and a description of any non-cash consideration, including details of any liabilities to be assumed by the Bidder and key assumptions supporting the valuation;
 - (iii) a description of each component of the Property expected to be subject to the Transaction and any Property expected to be excluded;
 - (iv) a specific indication of the financial capability of the Bidder and the manner in which the Transaction will be funded;
 - (v) a description of the conditions and approvals required for a final and binding offer and to close the Transaction;
 - (vi) a description of the liabilities and obligations which the Bidder intends to assume and those which it does not intend to assume;
 - (vii) any other terms or conditions of the Sale Proposal that the Bidder considers material; and
 - (viii) a commitment by the Bidder to provide a deposit upon the selection as the Successful Bidder in the amount of not less than five percent (5%) of the purchase price offered, which deposit shall be held by the Monitor and applied or refunded, as applicable, in accordance with paragraph 43 hereof.
- (g) in the case of an Investment Proposal, the Binding Bid includes:
- (i) a description of how the Bidder proposes to structure the proposed investment, restructuring, recapitalization, or reorganization, and a description of any non-cash consideration;
 - (ii) the aggregate amount of equity and/or debt investment to be made in the business of the Group;
 - (iii) the underlying assumptions regarding the pro forma capital structure;
 - (iv) a specific indication of the sources of capital and the structure and financing of the Transaction;
 - (v) a description of the conditions and approvals required to complete the closing of the Transaction;
 - (vi) a commitment that all Existing Senior Secured Obligations and DIP Obligations shall be indefeasibly repaid in full in cash on closing;
 - (vii) a description of those liabilities and obligations which the Bidder intends to assume and those it does not; and

- (viii) a commitment by the Bidder to provide a deposit in the amount of not less than five percent (5%) of the total new investment contemplated, to be paid fifty percent (50%) upon submission of the Binding Bid and fifty percent (50%) upon selection as the Successful Bidder or a Backup Bidder, as applicable, which deposit shall be held by the Monitor and applied or refunded, as applicable, in accordance with paragraph 43 hereof.
 - (h) the Binding Bid includes acknowledgements and representations of the Bidder that: (i) it has had an opportunity to conduct any and all due diligence regarding the Property and the Group prior to making its offer; (ii) it has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Property in making its Binding Bid; and (iii) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether expressed, implied, statutory, or otherwise, regarding the Group or the Property, or the accuracy or completeness of any information provided in connection therewith, except as expressly stated in the Definitive Transaction Agreement;
 - (i) all required corporate approvals of the Bidder will have been obtained prior to submission of the Binding Bid;
 - (j) the Binding Bid is received by no later than October 15, 2026 (the “**Binding Bid Deadline**”); and
 - (k) the Binding Bid contemplates Court approval.
28. Bidders are encouraged to submit Binding Bids as soon as possible and, in any event, no later than the Binding Bid Deadline. The Monitor shall hold all Binding Bids received until September 1, 2026 prior to designating any Binding Bid as a Successful Bid (as defined below) in accordance with these SISP Procedures, unless the Monitor, the Agent and the Group agree that a Binding Bid should be designated as a Successful Bid prior to such date. The Group shall seek Court approval of any Successful Bids as soon as practicable and, in any event, no later than:
- (a) October 31, 2026, with respect to Successful Bids submitted prior to or on September 1, 2026; and
 - (b) the SISP Termination Date, with respect to Successful Bids submitted after September 1, 2026, and prior to the Binding Bid Deadline.
29. A Binding Bid may not require any break fee or reimbursement of expenses associated with submitting the Binding Bid, conducting due diligence in respect thereof, or otherwise.
30. The Monitor, in consultation with the Group, the applicable Property Brokers and the Agent, may waive strict compliance with any one or more of the requirements specified above and deem such non-compliant Binding Bid to be a Qualified Bid (as defined below) only with the prior written consent of the Agent. For the avoidance of doubt, the completion of any Sale Proposal, Land Purchase Proposal, Investment Proposal or Refinancing Proposal shall be subject to the approval of the Court, and this requirement may not be waived.

Evaluation of Binding Bids and Selection of Successful Bid(s)

31. The Monitor, in consultation with the Group, the applicable Property Brokers (in the case of Land Purchase Proposals) and the Agent, will assess the Binding Bids received. The Monitor, with the consent of the Group and the Agent and in consultation with the applicable Property Brokers, may, based on the factors set out at paragraph 32 below, designate Binding Bids that comply with the foregoing requirements to be “**Qualified Bids**”. Only Bidders whose bids have been designated as Qualified Bids (“**Qualified Bidders**”) are eligible to become the Successful Bidder(s). The Monitor in consultation with the Group and the Agent, may negotiate any Qualified Bids, including requesting that such Qualified Bidders improve or modify the terms of their Qualified Bids.
32. A Qualified Bid will be evaluated based upon several factors including, without limitation: (i) the purchase price or investment amount and the net value provided by such bid relative to the Property’s valuation or appraisals; (ii) the identity, circumstances, and ability of the Bidder to successfully complete such Transaction; (iii) the proposed Definitive Transaction Agreement and any accompanying transaction documents; (iv) the ability for the Group to achieve the DIP Milestones; (v) factors affecting the speed, certainty, and value of the Transaction; (vi) the assets included or excluded from the Transaction; (vii) the liabilities to be assumed; (viii) any restructuring costs; and (ix) the likelihood and timing of consummating such Transaction, each as determined by the Monitor, in consultation with the Group and the Agent.
33. The Monitor, in consultation with the Group, the applicable Property Brokers and the Agent, will:
 - (a) review each Qualified Bid and Definitive Transaction Agreement;
 - (b) with the prior written consent of the Agent and the Group, identify and select the highest or otherwise best Qualified Bid in respect of each component of the Property (each a “**Successful Bid**”, and the Qualified Bidder making such bid, the “**Successful Bidder**”), and notify the Successful Bidder that its bid constitutes a Successful Bid; and
 - (c) if the Monitor, with the prior written consent of the Agent and the Group, determines it to be appropriate, it may identify a particular bid other than the Successful Bid as a backup bid in respect of certain Property (each a “**Backup Bid**”, and the Bidder making such bid, the “**Backup Bidder**”), and may notify the Backup Bidder accordingly.
34. Notwithstanding anything to the contrary in these SISP Procedures, if:
 - (a) a Land Purchase Proposal for Brokered Property located in Canada has an aggregate cash purchase price equal to or less than CDN \$30 million and is designated as a Successful Bid pursuant to the terms of these SISP Procedures; and
 - (b) the Monitor and Agent provide their written consent to the Transaction referenced in paragraph 34(a);

then the Group may complete the Transaction referenced in paragraph 34(a) using the Expedited SAVO Process (as defined in the SISP Approval Order). For greater certainty, all sales of US Property shall require approval from the US Bankruptcy Court,

in addition to any applicable Court approval, in each case on notice to all applicable parties.

35. Subject to paragraph 28, the Monitor may, at any time prior to the SISP Termination Date, with the prior written consent of the Agent and the Group and in consultation with the applicable Property Brokers, designate a Qualified Bid as a Successful Bid and notify the applicable Bidder accordingly, including on a rolling basis in respect of one or more portions of the Property, where the Monitor, the Group and the Agent, are satisfied that such Qualified Bid is sufficiently acceptable in all material respects having regard to the factors set out in paragraph 32. For greater certainty, the designation of a Successful Bid by the Monitor prior to the SISP Termination Date does not, in and of itself, require the SISP to be terminated, preclude the continued marketing of other portions of the Property, preclude the receipt and evaluation of other Binding Bids in accordance with this SISP, or preclude the acceptance of any other Sale Proposals, Investment Proposals, Refinancing Proposals or Land Purchase Proposals.
36. Where the Monitor designates a Successful Bid in respect of a particular portion of the Property prior to the Binding Bid Deadline: (a) the Binding Bid Deadline shall continue to apply in respect of all other portions of the Property not subject to such Successful Bid (unless extended or otherwise modified in accordance with these SISP Procedures); and (b) the Monitor may, in consultation with the Group, the applicable Property Brokers and the Agent, continue to solicit, receive, and evaluate Binding Bids in respect of the remaining Property, and may request clarification, improvements, or revisions to any Binding Bid, including with respect to any portion of the Property not yet the subject of a Successful Bid.
37. The Monitor may aggregate separate and non-overlapping Binding Bids from unaffiliated Bidders to create one or multiple parallel Qualified Bids.
38. The Monitor shall have no obligation to designate any Qualified Bid as a Successful Bid and reserves the right to reject any or all Qualified Bids. The Group and Monitor shall have no obligation to enter into a Definitive Transaction Agreement with any Bidder. Notwithstanding the foregoing, if the Monitor, after consulting with the Agent and the Group, determines that the Agent objects to the Monitor's determination not to designate a Qualified Bid as a Successful Bid, then the Monitor shall provide the Agent with at least ten (10) days prior written notice before taking any steps to (directly or indirectly) reject a Qualified Bid.
39. In the event that the Monitor does not receive consent from each of the Agent and the Group as to whether any bid should be designated as a Qualified Bid, a Successful Bid, or a Backup Bid, as applicable, the Monitor shall file one or more public or sealed reports with the Court setting out its findings, conclusions and recommendations in respect of whether or not such bid should be a Qualified Bid, a Successful Bid or a Backup Bid, as applicable.

Sale Approval Motion

40. The Group may at any time (in accordance with the deadlines set herein) apply to the Court (the "**Sale Approval Motion**") for orders approving any Successful Bids and authorizing the Applicants to enter into and perform all necessary agreements with respect to such Successful Bids from time to time. Subject only to paragraph 34, all Sale Approval Motions will be scheduled in consultation with the Monitor and the Agent in accordance with paragraph 28. Any Sale Approval Motion in respect of Property located in the United States shall include a corresponding motion or application to the

US Bankruptcy Court seeking approval of the applicable Transaction from the US Bankruptcy Court.

41. Unless the Group and Monitor provide earlier written notice, each Qualified Bid that has not been designated as a Successful Bid or a Backup Bid, shall remain open for acceptance with respect to the applicable Property until the earliest date applicable for such Property, being the date of Court approval of the applicable Transaction.
42. Any Backup Bids shall remain open for acceptance in the event that the Transaction contemplated in the Successful Bids fail to close on or before the Outside Date (as defined herein), for any reason whatsoever.

Deposits

43. All Deposits shall be retained by the Monitor in a non-interest-bearing trust account. The Deposit paid by Successful Bidders shall be applied against the purchase price upon closing of the applicable Transaction and shall be non-refundable except in the event of a material breach by the Group of its obligations under the terms of the SISP, failure by the Group to obtain Court approval of the applicable Transaction, or as otherwise provided in the applicable Definitive Transaction Agreement. Where applicable, Deposits received from Bidders before their selection as Successful Bidders or Backup Bidders where those Bidders are not selected as Successful Bidders or Backup Bidders shall be returned within five (5) business days of the date upon which the Court grants an order approving the Transaction over the Property subject to such applicable bid. If there are no Successful Bids, all Deposits shall be returned within five (5) business days of the SISP Termination Date.

Confidentiality and Access to Information

44. All discussions regarding a proposal or bid in the SISP should be directed through the Monitor and the applicable Property Brokers, copying the Group Representative. Under no circumstances should the management or employees of the Group be contacted directly without the prior consent of the Monitor and the Group Representative. Any such unauthorized contact could result in exclusion from the SISP.
45. Participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Bidders, Qualified Bids, the details of any bids submitted, or the details of any confidential discussions or correspondence between the Monitor and any other bidders or Potential Bidders in connection with the SISP. The Monitor may, however, with the consent of the applicable participants, disclose such information to other bidders for the purpose of seeking to combine separate bids. Further, the Monitor may disclose such information to the Agent in accordance with the terms of this SISP.
46. The Monitor and the Group shall provide the Agent and the Syndicate's Financial Advisor with regular updates with respect to the conduct of the SISP, including but not limited to:
 - (a) written notice of all expressions of interest received in respect of any Property, whether written or verbal as and when received;
 - (b) copies of all executed NDAs and Interest Letters as and when received;

- (c) copies of all Binding Bids as and when received;
 - (d) bi-weekly written status reports summarizing, among other things: inquiries received, NDAs executed, Data Room access granted, site visits conducted, Binding Bids received, Qualified Bids designated, Successful Bids selected, and progress toward the DIP Milestones; and
 - (e) all Broker Materials, listing price recommendations, and any updates thereto.
47. The Monitor and the Group shall host a weekly update call with the Agent and the Syndicate's Financial Advisor to discuss the status of the SISP, progress toward the DIP Milestones, and any material developments in the SISP.
48. Any director, officer or member of the management team of the Group, or any related or associated person (each, an "**Insider**") that intends to participate in or support ("**Sponsor**") any Sale Proposal, Land Purchase Proposal, Investment Proposal or Refinancing Proposal submitted under the SISP, whether directly or indirectly, must disclose to the Monitor in writing any such intention. Where an Insider fails to make timely disclosure required by this paragraph the Monitor, in consultation with the Agent, may determine that the Insider is precluded from continuing to Sponsor any Bid submitted under the SISP. Upon receiving notice of an Insider's intention to Sponsor any Bid submitted under the SISP, or upon otherwise becoming aware of any such intention, the Monitor shall design and implement appropriate procedures for the SISP to limit the sharing of information with such Insider to ensure and preserve the fairness of the SISP, ensure the Insider's access to information is limited to that available to all Potential Bidders, Bidders, and Qualified Bidders, and implement other such measures as the Monitor considers appropriate. The Monitor shall disclose to the Court in a report filed in these CCAA proceedings any measures implemented pursuant to this paragraph. Nothing in this paragraph shall preclude the Group from exercising any consent or consultation right within this SISP in the selection of any Bid as a Successful Bid involving an Insider where the Monitor has implemented measures pursuant to this paragraph and the Monitor is satisfied that the applicable Insider has complied with all such measures.

Conduct of the SISP

49. The Monitor shall conduct the SISP in the manner set out in these SISP Procedures and in the SISP Approval Order, with the assistance of and the cooperation of the Group. The Monitor is entitled to receive all information in relation to the SISP from the Group.
50. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Group, the applicable Property Brokers, or the Monitor on the one hand and any Potential Bidder, Bidder, Qualified Bidder, or any other party on the other hand, other than as specifically set forth in a Definitive Transaction Agreement signed with the Group and/or the Monitor and approved by the Court.
51. Without limiting the preceding paragraph, neither the Group, the Property Brokers nor the Monitor shall have any liability whatsoever to any person or party, including without limitation any Potential Bidder, Bidder, Qualified Bidder, Successful Bidder, or any creditor or other stakeholder of the Group, for any act or omission related to the process contemplated by this SISP, except to the extent such act or omission is the result of gross negligence or wilful misconduct of the Monitor, the Property Brokers or the Group. By submitting a bid, each Potential Bidder, Bidder, Qualified Bidder, or Successful Bidder shall be deemed to have agreed that it has no claim against the

Group, the Property Brokers or the Monitor for any reason whatsoever, except to the extent such claim is the result of gross negligence or wilful misconduct of the Group, the Property Brokers or the Monitor.

52. Participants in the SISP are responsible for all costs, expenses, and liabilities incurred by them in connection with the submission of the entire process including any Binding Bid, due diligence activities, and any further negotiations or other actions, whether or not they lead to the consummation of a Transaction.
53. Notwithstanding the process and deadlines outlined above:
 - (a) the Monitor may at any time, in consultation with the Group and the applicable Property Brokers and with the prior written approval of the Agent: (i) pause, terminate, amend, or modify the SISP; (ii) remove any portion of the Property from the SISP; and (iii) establish further or other procedures for the SISP, provided that the parties identified in the service list in the CCAA proceedings shall be advised of any substantive modification to the procedures set forth herein and a copy thereof shall be posted on the Monitor's website; and
 - (b) the Group may at any time, with the approval of the Monitor and the Agent, bring a motion to the Court to seek approval of a sale of, or investment in, all or part of the Property or the business, whether or not such sale or investment is in accordance with the terms or timelines set out in the SISP.
54. The SISP shall terminate on the SISP Termination Date, unless extended with the prior written consent of the Monitor and the Agent.
55. The approvals required pursuant to the terms of this SISP are in addition to, and not in substitution for, any other approvals required by applicable law, including for greater certainty pursuant to the Term Sheet, in order to implement a Successful Bid.
56. At any time during the SISP, the Applicants, the Agent, or the Monitor may apply to the Court for advice and directions with respect to any aspect of this SISP or the discharge of their respective powers and duties hereunder.