IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 15
Monette Farms Ltd., *et al.*,[1]	Case No. 26-10547-LSS
Debtors in a Foreign Proceeding.	(Jointly Administered)
	Re: D.I. 54

ORDER (I) RECOGNIZING CANADIAN SALE ORDER, (II) AUTHORIZING AND APPROVING SALE OF ASSETS, AND (III) GRANTING RELATED RELIEF

Upon consideration of the Motion (the "Motion")[2] of FTI Consulting Canada Inc. ("FTI"), in its capacity as the authorized foreign representative (the "Foreign Representative") of the above-captioned debtors (collectively, the "Debtors"), which are the subject of the proceedings (the "Canadian Proceedings") currently pending before the Court of King's Bench of Alberta (the "Canadian Court"), initiated pursuant to Canada's *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "CCAA"), for entry of an order (this "Order"): (i) recognizing and enforcing the Arizona SAVO approving the sale of the Arizona Purchased Assets; (ii) approving the sale of the Arizona Purchased Assets under the Bankruptcy Code; and (iii) granting related relief; and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court

[1] The Debtors in these Chapter 15 cases, along with the last four digits of each Debtor's U.S. Federal Employer Identification Number ("FEIN") or Canada Revenue Agency Business Number ("BN"), are: Monette Farms Ltd. (BN 0221); Monette Land Corp. (BN 9609); DMO Holdings Ltd. (BN 3689); Goat's Peak Winery Ltd (BN 0281); Monette Farms BC Ltd. (BN 3314); Monette Farms Ontario Corp. (BN 3538); NexGen Seeds Ltd. (BN 3684); Monette Produce Ltd. (BN 0959); Monette Seeds Ltd. (BN 5307); Monette Farms Land GP Ltd. (BN 9220); Monette Farms Land II GP Ltd. (BN 2423); Monette Farms BC GP Ltd. (BN 0958); DMO Holdings USA, Inc. (FEIN 7641); 1012595 DE INC. (FEIN 4459); Monette Seeds USA LLC (FEIN 7430); Monette Farms Arizona, LLC (FEIN 4502); Monette Farms USA, Inc. (FEIN 2442); Monette Produce, LLC (FEIN 9419). The Debtors' executive headquarters are located at: 280023 Range Road 14, Rocky View County, AB T4B 4L9, Canada. The Foreign Representative's service address for purposes of these Chapter 15 Cases is 520 5th Ave SW, Suite 1610, Calgary, AB T2P 3R7, Canada.

[2] Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Motion.

for the District of Delaware, dated as of February 29, 2012; and it appearing that venue is proper before this Court pursuant to 28 U.S.C. § 1410; and the Court having considered and reviewed the Motion and having held a hearing to consider the relief requested therein (the "Hearing"); and adequate and sufficient notice of the filing of the Motion having been given by the Foreign Representative and no other or further notice needing to be provided; and there being no objections or other responses filed that have not been overruled, withdrawn, or otherwise resolved; and after due deliberation and sufficient cause appearing therefore,

THE COURT HEREBY FINDS AND DETERMINES THAT:

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012.

C. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

D. Venue is proper in this district pursuant to 28 U.S.C. § 1410.

E. This Order constitutes a final and appealable order as set forth in 28 U.S.C. § 158(a).

F. Notwithstanding Bankruptcy Rule 6004(h), this Court finds that there is no reason for delay in the implementation of this Order and directs entry of judgment as set forth herein.

G. The relief granted in this Order is necessary and appropriate, is in the interest of the public, promotes international comity, is consistent with the public policies of the United States, is warranted under Bankruptcy Code sections 105, 363, 1507, 1509, 1520, 1521, 1522, 1525, and 1527, Bankruptcy Rules 2002, 6004, and 9014, and Local Rule 6004-1, and will not cause any hardship to any parties in interest that is not outweighed by the benefits of the relief granted.

H. On May 13, 2026, the Court entered the *Order Granting Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief under Chapter 15 of the Bankruptcy Code* [D.I. 47] (the "Recognition Order").

I. On June 12, 2026, the Canadian Court entered an order (the "SISP Order") that, among other things, authorized the Foreign Representatives to implement a sales and investment solicitation process (the "SISP") in accordance with its terms.

J. On August 19, 2026, the Canadian Court entered the Arizona Sale Approval and Vesting Order (the "Arizona SAVO"), approving, among other things, the sale of the Arizona Purchased Assets to the Arizona Purchaser under the Arizona PSA.

K. Based on the affidavits of service filed with the Motion, and the representations made to this Court: (i) notice of the Motion, the Hearing, and the Arizona SAVO was proper, timely, adequate, and sufficient under the circumstances of these Chapter 15 Cases and complied with the requirements of the Bankruptcy Code, Bankruptcy Rules, and Local Rules; and (ii) no other or further notice of the Motion, the Arizona SAVO, or entry of this Order is necessary or shall be required.

L. The Arizona PSA, each of its terms, and the transactions contemplated therein were negotiated, proposed, and entered into by the Debtors and Arizona Purchaser in good faith, without collusion, and from arm's length bargaining positions.

M. The Debtors' entry into and performance under the Arizona PSA and related agreements: (i) constitutes a sound and reasonable exercise of the Debtors' business judgment; (ii) provides value to the Debtors and is in the best interests of the Debtors, their creditors, and their stakeholders; and (iii) is reasonable and appropriate under the circumstances.

N. The consideration provided by the Arizona Purchaser for the Arizona Purchased Assets under the Arizona PSA constitutes fair consideration and reasonably equivalent value for the Arizona Purchased Assets under the Bankruptcy Code and other laws of the United States.

O. The Arizona Transaction does not amount to a consolidation, merger, or de facto merger of Arizona Purchaser and any of the Debtors. Arizona Purchaser is not, and shall not be deemed to be, a mere continuation, and is not holding itself out as a mere continuation, of any of the Debtors, and there is no continuity between the Arizona Purchaser and the Debtors.

P. The Arizona Purchaser is a "good faith purchaser" within the meaning of Bankruptcy Code section 363(m), is purchasing the Arizona Purchased Assets in good faith, and, accordingly, is entitled to all of the protections afforded by Bankruptcy Code section 363(m).

Q. Based on the information contained in the Motion and the Sale Declaration, and the record made at the Hearing, the Foreign Representative, the Debtors, and the Arizona Broker conducted the SISP to solicit interest in, among other things, the Arizona Purchased Assets in accordance with the terms of the SISP Order, and such process was non-collusive, duly noticed, and provided a reasonable opportunity for potential buyers to make any offer. The Foreign Representative supports the Arizona Transaction, and it is appropriate that the Arizona Purchased Assets be sold to the Arizona Purchaser on the terms and subject to the conditions set forth in the Arizona PSA.

R. The Arizona PSA was not entered into for the purpose of hindering, delaying, or defrauding any present or future creditors of the Debtors.

S. The total consideration to be provided under the Arizona PSA reflects the Arizona Purchaser's reliance on this Order to provide it, pursuant to Bankruptcy Code sections 105(a) and 363(f), with title and possession of the Arizona Purchased Assets free and clear of and from any and all encumbrances, except for the Permitted Encumbrances, to the extent and as provided for in the Arizona SAVO.

T. The sale of the Arizona Purchased Assets to the Arizona Purchaser will be a legal, valid, and effective sale of the Arizona Purchased Assets, and will vest the Arizona Purchaser with all rights, title, and interests in and to the Arizona Purchased Assets, free and clear of and from any and all encumbrances, except for the Permitted Encumbrances, to the extent and as provided for in the Arizona SAVO.

U. The Foreign Representative and the Debtors, as appropriate: (i) have full power and authority to execute the Arizona PSA and all other documents contemplated in connection with the Sale; (ii) have all the power and authority necessary to consummate the Arizona Transaction; and (iii) upon entry of this Order, other than any consents identified in the Arizona PSA, need no consent or approval from any other person, entity, or governmental unit to consummate the Arizona Transaction. The Arizona Transaction has been duly and validly authorized by all necessary corporate action of the Debtors.

V. The Arizona PSA is a valid and binding contract between MF Arizona and the Arizona Purchaser and shall be enforceable in accordance with its terms. The Arizona Transaction will be enforceable against and binding upon (without posting any bond) the Debtors and the

Foreign Representative and shall not be subject to rejection or avoidance by the foregoing parties or any other person or entity.

W. The Arizona Purchaser would not have entered into the Arizona PSA and would not consummate the purchase of the Arizona Purchased Assets and the related transactions, thus adversely affecting the Debtors, their estates, and their creditors, and other parties in interest, if the sale of the Arizona Purchased Assets to the Arizona Purchaser was not free and clear of and from any and all encumbrances (including liens, claims, and other interests), except for the Permitted Encumbrances, to the extent and as provided for in the Arizona SAVO, or if Arizona Purchaser would, or in the future could, be liable on account of any encumbrance, including, as applicable, certain liabilities related to the Arizona Purchased Assets that will not be assumed by the Arizona Purchaser, as described in the Arizona PSA.

X. A sale other than free and clear of and from any and all encumbrances would yield substantially less value than the Arizona Transaction; therefore, the Arizona Transaction is in the best interests of the Debtors, their creditors, and other parties in interest.

Y. The DIP Agent, whose collateral is subject to the Arizona Transaction, supports disposition of the Arizona Purchased Assets. As such, it is appropriate that the Arizona Purchased Property be sold on the terms and subject to the conditions set forth in the Arizona PSA.

Z. The Arizona Purchased Assets include certain leasehold interests held by MF Arizona under leases with the Arizona State Land Department ("ASLD"), the assignment of which requires the ASLD's written consent under Arizona Revised Statutes § 37-286(B). The Arizona Purchaser's obligation to close is conditioned on the delivery of all documents and consents required for such assignment, and the Arizona Purchaser is not required to close on a partial conveyance.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. All objections, if any, to the relief requested in the Motion that have not been withdrawn, waived, or settled by stipulation filed with this Court, and all reservations of rights are overruled on the merits.

3. The Arizona SAVO, and each of its terms and provisions are given full force and effect in the United States.

4. Entry into the Arizona PSA and consummation of the Arizona Transaction on the terms set forth in the Arizona PSA, Arizona SAVO, and this Order, and all of the terms and conditions of each of the foregoing are approved and authorized under Bankruptcy Code sections 105, 363, 1507, 1509, 1520, 1521, 1522, 1525, and 1527, Bankruptcy Rules 2002, 6004, and 9014, and Local Rule 6004-1. The failure specifically to include any particular provision of the Arizona PSA in this Order does not diminish or impair the effectiveness of such provision; it is the intention of the Court that entry into the Arizona PSA and consummation of the Arizona Transaction are entirely authorized and approved.

5. Upon the closing of the Arizona Transaction and delivery of the Monitor's Certificate, pursuant to Bankruptcy Code sections 105(a), 363(b), (f), 1520(a)(2), and 1521, all of MF Arizona's right, title, and interest in and to the Arizona Purchased Assets shall be transferred and shall vest absolutely in the Arizona Purchaser (or its nominee), free and clear of all claims (including encumbrances) other than Permitted Encumbrances attached hereto as Exhibit 1, with such claims to attach to the net proceeds of the Arizona Transaction.

6. Pursuant to paragraph 9 of the Arizona SAVO, following delivery of the Monitor's Closing Certificate and registration of title to the Arizona Purchased Assets in the name of the

Arizona Purchaser as required pursuant to Arizona law, the Monitor is authorized to pay the net proceeds from the Arizona Transaction to the Syndicate in accordance with paragraphs 48 to 50 of the ARIO.

7. The provisions of this Order authorizing the sale and assignment of the Arizona Purchased Assets free and clear of liens, claims, encumbrances, and other interests shall be self-executing, and the Debtors and the Arizona Purchaser shall not be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order. The terms and provisions of this Order shall be treated as sufficient evidence of record or title to the Arizona Purchased Assets. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any liens and other encumbrances of record. If any person or entity which has filed statements or other documents or agreements evidencing liens on, or interests in, all or any portion of the Arizona Purchased Assets shall not have delivered to the Debtors prior to the Closing Date (as defined in the Arizona PSA), in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all liens or interests which the person or entity has or may assert with respect to all or any portion of the Assets, the Foreign Representative is hereby authorized and directed, and the Buyer is hereby authorized, on behalf of the Debtors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Arizona Purchased Assets.

8. The Arizona Purchaser is a good faith purchaser within the meaning of Bankruptcy Code section 363(m) and is entitled to all of the protections afforded thereby, and the reversal or modification on appeal of the authorizations granted herein shall not affect the validity of the

Arizona Transaction or the transfer of the Arizona Purchased Assets, unless such authorizations are duly stayed prior to closing.

9. The Arizona Purchaser shall not be deemed, as a result of any action taken in connection with the sale, to: (i) be a successor to the Debtors; (ii) have, de facto or otherwise, merged or consolidated with or into the Debtors; or (iii) be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors.

10. Each and every federal, state, and local governmental agency or department is authorized to accept any and all documents and instruments necessary and appropriate to consummate the transaction contemplated by the Arizona PSA.

11. Except with respect to enforcing the terms of the Arizona PSA, the Arizona SAVO, or this Order, absent a stay pending appeal, no person shall take any action to prevent or enjoin or otherwise interfere with consummation of the transaction contemplated in or by the Arizona PSA.

12. The terms and provisions of the Arizona PSA and this Order shall be binding on and inure to the benefit of the Debtors, the Arizona Purchaser, the creditors of the Debtors, and all other parties in interest, and any successors of the Debtors, the Arizona Purchaser, and the Debtors' creditors, including any trustee(s), examiner(s), or receiver(s) appointed in these Chapter 15 Cases or under any chapter of the Bankruptcy Code or any other law, and all such terms and provisions shall likewise be binding on such trustee(s), examiner(s), or receiver(s) and shall not be subject to rejection or avoidance by the Debtors, their creditors, or any trustee(s), examiner(s), or receiver(s).

13. Subject to the terms and conditions of the Arizona SAVO and the Arizona PSA, provisions of the Arizona PSA and any related agreements may be waived, modified, amended, or supplemented by agreement among the Debtors and the Arizona Purchaser in writing signed by the Debtors and the Arizona Purchaser, with no less than two (2) business days advance notice to

the DIP Agent, without further action or order of this Court; provided that such waivers, modifications, amendments, or supplements are not inconsistent with the terms and provisions of this Order and will not adversely impact the interests of third parties.

14. Nothing in this Order shall be deemed to waive, release, extinguish, or estop the Debtors or the Foreign Representative from asserting, or otherwise impair or diminish, any right (including, without limitation, any right of recoupment), claim, cause of action, defense, offset, or counterclaim in respect of any asset that is not an Arizona Purchased Asset.

15. The provisions of this Order are non-severable and mutually dependent.

16. To the extent any inconsistency between the terms of this Order, the Arizona SAVO, and the Arizona PSA exists, this Order shall govern.

17. The Foreign Representative, the Debtors, and the Arizona Purchaser are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion, the Arizona PSA, and the Arizona SAVO.

18. Notwithstanding any provisions in the Bankruptcy Rules to the contrary, including Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

19. The Court shall retain jurisdiction with respect to the enforcement, amendment, or modification of this Order, any request for additional relief and any request by an entity for relief from the provisions of this Order, for cause shown, that is properly commenced and within the jurisdiction of the Court.

Dated: September 30th, 2026
Wilmington, Delaware

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

SCHEDULE B

Permitted Encumbrances

1. Obligations imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.

2. The Right of Entry to prospect for, mine and remove the minerals in said land, as reserved by United States of America, as disclosed by Patent to said land from State of Arizona.

3. Liabilities and Obligations imposed by reason of the inclusion of said land within the following named district(s): Aguila Irrigation District.

4. Easements and rights incident thereto, as set forth in instrument: Recorded in Book 303 of Deeds, Page 471. Purpose: public highway. (Parcel No. 1)

5. Easements and rights incident thereto, as set forth in instrument: Recorded in Docket 450, Page 461. Purpose: roadway. (Parcel No. 2, 3, 4, 5, 7, 9, 10 & 14)

6. Easements and rights incident thereto, as set forth in instrument: Recorded in Docket 660, Page 475. Purpose: telephone and telegraph lines and facilities. (Parcel No. 1)

7. Easements and rights incident thereto, as set forth in instrument: Recorded in Docket 2686, Page 382. Purpose: electric lines and facilities. (Parcel No. 9, 10 & 14)

8. Easements and rights incident thereto, as set forth in instrument: Recorded in Docket 2997, Page 100. Purpose: gas mains and facilities. (Parcel No. 9, 10 & 14)

9. Easements and rights incident thereto, as set forth in instrument: Recorded in Docket 3014, Page 297. Purpose: gas mains and facilities. (Parcel No. 1)

10. Easements and rights incident thereto, as set forth in instrument: Recorded in Docket 3090, Page 414. Purpose: electric lines and facilities. (Parcel No. 9 & 14)

11. Easements and rights incident thereto, as set forth in instrument: Recorded in Docket 4383, Page 445. Purpose: electric lines and facilities. (Parcel No. 9 & 14)

12. Easements and rights incident thereto, as set forth in instrument: Recorded in Docket 4509, Page 275. Purpose: electric lines and facilities. (Parcel No. 2)

13. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Easement and Agreement for Highway Purposes", according to the terms and conditions contained therein: Recorded in Document No. 90-318965. (Parcel 9, 10 & 14)

14. The matters shown on Survey: Recorded in Book 655 of Maps, Page 43. (Parcel No. 1)

15. The matters shown on Survey: Recorded in Book 713 of Maps, Page 39. (Parcel No. 2 thru 7, 10 thru 16)

16. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Well Easement Agreement", according to the terms and conditions contained therein: Recorded in Document No. 2004-1406621 and re-recorded in Document No. 2006-777221. (Parcel No. 7 thru 16)

17. Easements and rights incident thereto, as set forth in instrument: Recorded in Document No. 2004-1406629. Purpose: ingress, egress and utility. (Parcel No. 2, 3, 4, 5, 8 thru 16)

18. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Well Easement Agreement", according to the terms and conditions contained therein: Recorded in Document No. 2004-1406630. (Parcel No. 2 thru 7)

19. The matters shown on Survey: Recorded in Book 726, Page 34. (Parcel No. 1)

20. The matters shown on Survey: Recorded in Book 823 of Maps, Page 25. (Parcel No. 10)

21. The matters shown on Survey: Recorded in Book 836 of Maps, Page 24. (Parcel No. 7)

22. The matters shown on Survey: Recorded in Book 850 of Maps, Page 11. (Parcel No. 11 thru 16)

23. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Declaration of Ingress-Egress and Utility Easement", according to the terms and conditions contained therein: Recorded in Document No. 2006-393200. (Parcel No. 10)

24. Easements and rights incident thereto, as set forth in instrument: Recorded in Document No. 2006-734378, in Document No. 2006-734391, in Document No.

2006-777223 and in Document No. 2006-800408. Purpose: ingress, egress and public utilities. (Parcel No. 11 thru 16)

25. The matters shown on Survey: Recorded in Book 962 of Maps, Page 12. (Parcel No. 3 thru 7)

26. The matters shown on Survey: Recorded in Book 963 of Maps, Page 36. (Parcel No. 2)

27. The matters shown on Survey: Recorded in Book 1030 of Maps, Page 41. (Parcel No. 11 thru 16)

28. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Permanent Non-Exclusive Easement for Irrigation Facilities, Vehicular and Non-Vehicular Access to Irrigation Facilities and Maintenance, Repair and Replacement of Irrigation Facilities", according to the terms and conditions contained therein: Recorded in Document No. 2011-950877. (Parcel No. 12)

29. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Permanent Non-Exclusive Easement for Irrigation Facilities, Vehicular and Non-Vehicular Access to Irrigation Facilities and Maintenance, Repair and Replacement of Irrigation Facilities", according to the terms and conditions contained therein: Recorded in Document No. 2011-950880. (Parcel No. 15)

30. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Permanent Non-Exclusive Easement for Irrigation Facilities, Vehicular and Non-Vehicular Access to Irrigation Facilities and Maintenance, Repair and Replacement of Irrigation Facilities", according to the terms and conditions contained therein: Recorded in Document No. 2011-950883. (Parcel No. 16)

31. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Permanent Non-Exclusive Easement for Irrigation Facilities, Vehicular and Non-Vehicular Access to Irrigation Facilities and Maintenance, Repair and Replacement of Irrigation Facilities", according to the terms and conditions contained therein: Recorded in Document No. 2011-950886. (Parcel No. 13)

32. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Permanent Non-Exclusive Easement for Irrigation Facilities, Vehicular and Non-Vehicular Access to Irrigation Facilities and Maintenance, Repair and Replacement of Irrigation Facilities", according to the terms and conditions contained therein: Recorded in Document No.

2011-950889. (Parcel No. 15)

33. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Access Easement and Use Restriction Agreement", according to the terms and conditions contained therein: Recorded in Document No. 2012-1159936. (Parcel No. 1)

34. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Permanent Non-Exclusive Easement for Irrigation Facilities, Vehicular and Non-Vehicular Access to Irrigation Facilities and Maintenance, Repair and Replacement of Irrigation Facilities", according to the terms and conditions contained therein: Recorded in Document No. 2013-822955. (Parcel No. 8 & 9)

35. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Grant of Easement", according to the terms and conditions contained therein: Recorded in Document No. 2014-322209. (Parcel No. 1)

36. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Utility Easement", according to the terms and conditions contained therein: Recorded in Document No. 2015-379605. (Parcel No. 1)

37. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Utility Easement", according to the terms and conditions contained therein: Recorded in Document No. 2016-531794. (Parcel No. 13)

38. Terms, conditions, restrictions, easements, liabilities and obligations contained in instrument entitled "Utility Easement", according to the terms and conditions contained therein: Recorded in Document No. 2016-668180. (Parcel No. 9)

39. Right of Way as disclosed by records of State Land Office: No. 71-1914. Granted to Arizona Public Service. (Parcel No. 19)

40. Right of Way as disclosed by records of State Land Office: No. 71-2269. Granted to Arizona Public Service. (Parcel No. 18 thru 22)

41. Right of Way as disclosed by records of State Land Office: No. 71-2316. Granted to Arizona Public Service. (Parcel No. 19)

42. Right of Way as disclosed by records of State Land Office: No. 71-3128. Granted to Arizona Public Service.

43. Right of Way as disclosed by records of State Land Office: No. 16-97235. Granted to F. H. Hogue Produce Company and assigned by mesne assignments to Desert Eagle Farms, a general partnership. (Parcel No. 18 thru 21)

44. Right of Way as disclosed by records of State Land Office: No. 18-34277. Granted to Arizona Public Service. (Parcel No. 18, 21 & 22)

45. Temporary Right of Entry onto State Trust Lands No. 30-125470 dated 3-5-2026 to Transwestern Pipeline Company, LLC to conduct non-ground disturbing due diligence studies for a future gas transmission pipeline project. (Parcel No. 17 thru 22)

46. Lack of a Right of Access to and from said land. (Parcel No. 17 thru 22)