SALE AND INVESTMENT SOLICITATION PROCESS

On August 21, 2026 (the "**Filing Date**"), the Supreme Court of British Columbia (the "**Court**") issued an initial order (as amended, restated or supplemented from time to time, the "**Initial Order**") granting Western Potash Corp., Western Potash Holdings Corp., and 0907414 B.C. Ltd. (collectively, the "**Company**") protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCAA**"). In the Initial Order, FTI Consulting Canada Inc. was appointed as monitor (in such capacity, the "**Monitor**") with certain enhanced powers in the Company's CCAA proceedings (the "**CCAA Proceedings**").

On August 31, 2026, the Court issued an order (the "**SISP Order**") which, among other things, approved the sale and investment solicitation process (the "**SISP**") described herein for the solicitation of interest in, and opportunities for, a sale of all or substantially all of the Property, and/or Business.

Among other things, the SISP Order also approved the procedures set out in this Schedule (the "**Bidding Procedures**") for the solicitation of offers or proposals (each, a "**Bid**") for the acquisition of the Business or some portion thereof.

The SISP shall be conducted by the Monitor, in consultation with the DIP Lender. FTI Capital Advisors Canada ULC may also be engaged by the Monitor to assist in connection with the SISP and any references to the Monitor throughout these Bidding Procedures shall include FTI Capital Advisors Canada ULC.

Defined Terms

1. Capitalized terms used in these Bidding Procedures and not otherwise defined herein have the meanings given to them in Appendix "A".

Bidding Procedures

General

2. The SISP is intended to solicit interest in, and opportunities for, a sale of all or substantially all of the Property (whether in a single transaction or combination of transactions) and/or an investment in or restructuring of the Business (the "**Opportunity**").

3. The Monitor, in consultation with the DIP Lender (acting reasonably) may at any time and from time to time, modify, amend, vary or supplement the Bidding Procedures, including for certainty, with consent of the DIP Lender extending any key dates under the SISP, without the need for obtaining an order of the Court or providing prior notice to Phase 1 Bidders, Phase 2 Bidders, the Successful Bidder or the Back-Up Bidder, provided that the Monitor determines that such modification, amendment, variation or supplement is expressly limited to changes that do not materially alter, amend or prejudice the rights of such bidders and that are necessary or useful in order to give effect to the substance of the SISP, the Bidding Procedures and the SISP Order.

4. The Monitor will not provide information in respect of the SISP to any party other than the DIP Lender and its advisors, including information related to the identity of any party who participates in this SISP (each, a "**Participant**"), and the terms and copies of any LOIs, Phase 1 Qualified Bids, Phase 2 Bids, Successful Bids and/or Back-Up Bids, as applicable, provided that such information will not be provided to the DIP Lender if it has not delivered an irrevocable written confirmation that it and its affiliates will not be a Participant in the SISP except as permitted by paragraph 5, and provided further that all such updates, information and documents are provided to the DIP Lender on a strictly confidential basis. For greater certainty, any information and consultation rights afforded to the DIP Lender in these Bidding Procedures are paused until such time that the irrevocable written confirmation contemplated by this paragraph is delivered by the DIP Lender.

5. Notwithstanding paragraph 4, if, (a) following with Phase 1 Bid Deadline, no Phase 1 Qualified Bids or (b) following the Phase 2 Bid Deadline, no Phase 2 Qualified Bid (or combination of Phase 2 Qualified Bids) received would, if consummated, result in the indefeasible and irrevocable repayment in full in cash of all of the secured debt obligations held by the DIP Lender (including in its capacity as the pre-filing secured creditor of the Company), or otherwise provide for the assumption or satisfaction in full of such secured debt obligations on terms acceptable to the DIP Lender, or such lesser amount as the DIP Lender may accept in its discretion, the DIP Lender shall, notwithstanding its delivery of the irrevocable written confirmation referred to paragraph 4, be entitled to submit a credit bid in respect of its secured obligations (including in its capacity as the pre-filing secured creditor of the Company), without the ability to offer consideration to any creditors or counterparties with the Company that are owed amounts which rank subordinate to the DIP Lender's outstanding secured obligations (including in its capacity as the pre-filing secured creditor of the Company) (the "**Credit Bid**"). The DIP Lender must deliver a written notice of its intention to submit the Credit Bid within ten business days following written notice from the Monitor to the DIP Lender that no Phase 1 Qualified Bid or Phase 2 Qualified Bid (as applicable) clears its secured debt, and then submit its Credit Bid within fifteen business days, subject to extension by the Monitor if it determines that the DIP Lender is diligently pursuing completion of its Credit Bid. For the avoidance of doubt, the DIP Lender submitting the Credit Bid shall be required to comply with all applicable requirements of this SISP, including the deposit requirements set forth in paragraph 20.l), and its Credit Bid shall be evaluated by the Monitor on the same basis as any other Phase 2 Qualified Bid.

6. The Monitor will post on the Monitor's website, as soon as practicable, any modification, amendment, variation or supplement to the Bidding Procedures and inform the bidders impacted by such modifications.

7. In the event of a dispute as to the interpretation or application of the SISP Order or Bidding Procedures, the Court will have exclusive jurisdiction to hear and resolve such dispute.

8. A summary of the key dates (as may be extended) pursuant to the SISP is as follows:

Milestone	Timing
Phase 1	
1. Preparation The Monitor, with the assistance of the Company, to assemble due diligence information and set up VDR. Monitor to prepare a Teaser Letter and NDA.	In advance of Court approval of the SISP Order
2. Notice The Monitor, with the assistance of the Company, to issue a press release regarding the Opportunity and the Monitor to publish a notice of the SISP on the Monitor's website and other industry trade publications, as determined appropriate. Monitor to distribute Teaser Letter and NDA to potentially interested parties.	As soon as reasonably practicably following the date on which the SISP Order is granted.
3. Phase 1 Potential Bidders provided access to a VDR.	September 8, 2026
4. Phase 1 Bid Deadline Deadline for Qualified Bidders to submit non-binding LOIs in accordance with the requirement of paragraph 14 of the Bidding Procedures.	By no later than October 21, 2026, at 5:00 p.m. (Vancouver time)
5. Phase 1 Qualified Bid Notification Monitor to assess non-binding LOIs in consultation with the DIP Lender using criteria outlined in the SISP to determine if a LOI is a Phase 1 Qualified Bid and notify Phase 1 Bidders whether they submitted a Phase 1 Qualified Bid and are invited to participate in Phase 2.	By no later than October 26, 2026, at 5:00 p.m. (Vancouver time)
Phase 2	
6. Phase 2 Bid Deadline & Qualified Bidders Phase 2 Bid Deadline (for delivery of Binding Offers by Phase 2 Bidders in accordance with the requirements of paragraph 19 of the Bidding Procedures).	December 7, 2026
7. Auction Anticipated Auction (if needed).	December 11, 2026
8. Selection of Successful Bid and Back-Up Bidder Deadline for selection of Successful Bid.	By no later than December 14, 2026 at 5:00 p.m. (Vancouver time)
9. Approval Motion – Successful Bid Deadline for filing of Approval Motion in respect of Successful Bid.	Week of December 21, 2026
10. Court Approval of Successful Bid Approval Motion to be heard, subject to Court availability.	Week of January 11, 2027

Solicitation of Interest: Notice of the SISP

9. As soon as reasonably practicable, but in any event by no later than five (5) business days after the granting of the SISP Order: MR

in consultation with the Company

a) the Monitor will prepare a list of potential bidders, including (i) parties that have approached the Monitor or the Company indicating an interest in the Opportunity, (ii) local and international strategic and financial parties who the Monitor believes may be interested in purchasing all or part of the Business or Property or investing in the Company pursuant to the SISP, and (iii) parties that showed an interest in the Company and/or its assets prior to the date of the SISP Order including by way of the previous, out-of-court strategic review process, in each case whether or not such party has submitted a letter of intent or similar document (collectively, the "**Known Potential Bidders**"); gj

and the Company MR

b) a notice of the SISP and any other relevant information that the Monitor, in consultation with the DIP Lender, consider appropriate will be published by the Monitor in one or more trade industry and/or insolvency-related publications as may be considered appropriate by the Monitor; gj

c) the Monitor, with the assistance of the DIP Lender and the Company, will prepare a process summary (the "**Teaser Letter**") describing the Opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP; and (ii) non-disclosure agreement in form and substance satisfactory to the Monitor and its counsel which shall enure to the benefit of any purchaser of the Business or Property or any part thereof (an "**NDA**").

10. The Monitor will cause the Teaser Letter and NDA to be sent to each Known Potential Bidder by no later than five (5) business days from the SISP Order and to any other party who requests a copy of the Teaser Letter and NDA or who is identified to the Monitor as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.

11. Without limiting the generality of any term or condition of any NDA, all discussions regarding the SISP or any LOI, Binding Offer or any other Bid or potential Bid must be directed through the Monitor. Without written of consent of the Monitor, (a) no Participant shall be permitted to have any discussions with any other Participant, the Company, or any shareholder, creditor, officer, director or representative of the Company regarding the SISP or any LOI, Binding Offer or any other Bid or potential Bid submitted or contemplated to be submitted pursuant to the Bidding Procedures; and (b) Participants shall submit all requests for information regarding the SISP, the Opportunity, or any other information in connection with the Bidding Procedures, including in connection with due diligence, to the Monitor in the first instance. Any shareholder, creditor, officers, director or representative of the Company who receives any communication regarding the SISP, any LOI, any Binding Offer or any other Bid or potential Bid shall direct all such communications solely to the Monitor for engagement in accordance with the SISP.

Virtual Data Room in consultation with the Company

12. A confidential virtual data room (the "**VDR**") in relation to the Opportunity will be made available by the Monitor to parties who have executed an NDA with the Monitor (each, a "**Potential Bidder**") in accordance with paragraph 9.c) herein. The VDR will be made available as soon as practicable. Following the completion of "Phase 1", but prior to the completion of "Phase 2", additional information may be added to the VDR to enable Phase 2 Qualified Bidders to complete any confirmatory due diligence in respect of the Company and the Opportunity. The Monitor may establish or cause the Company to establish separate VDRs (including "clean rooms"), if the Monitor reasonably determines that doing so would further the Company's and any Potential Bidders' compliance with applicable antitrust and competition laws, or would prevent the distribution of commercially sensitive competitive information. The Monitor may also limit the access of any Potential Bidder to any confidential information in the VDR where the Monitor may reasonably determine that such access could negatively impact the SISP, the ability to maintain the confidentiality of the information, the Business or its value. The Monitor and its advisors make no representation or warranty as to the information contained in the VDR.

<u>PHASE 1: NON-BINDING LOIs</u>

13. If a Potential Bidder wishes to submit a Bid, it must deliver a non-binding letter of intent (an "**LOI**") to the Monitor (including by email) so as to be received by the Monitor not later than 5:00 p.m. (Vancouver time) on October 21, 2026, or such other date or time as may be agreed by the Monitor with the consent of the DIP Lender, acting reasonably (as may be extended, the "**Phase 1 Bid Deadline**").

14. An LOI submitted by a Potential Bidder (each, a "**Phase 1 Bidder**") will only be considered a "Phase 1 Qualified Bid" if the LOI complies at a minimum with the following:

a) it has been duly executed by all required parties;

b) it has been received by the Phase 1 Bid Deadline;

c) it provides written evidence, satisfactory to the Monitor, in consultation with the DIP Lender, of the ability to consummate the transaction within the timeframe contemplated by the SISP and to satisfy any obligations or liabilities to be assumed on closing of the transaction, including, without limitation, specific evidence of available capital and, to the extent that the Phase 1 Bidder expects to finance any portion of the purchase price, the identity of the financing source;

d) it identifies all proposed material conditions to closing including, without limitation, any internal, regulatory or other approvals and any form of consent, agreement or other document required from a government body, stakeholder or other third party, and an estimate of the anticipated timeframe and any anticipated impediments for obtaining such conditions, along with information sufficient for the Monitor, in consultation with the

DIP Lender, to determine that these conditions are reasonable in relation to the Phase 1 Bidder;

e) it (i) identifies the Phase 1 Bidder and representatives thereof who are authorized to appear and act on behalf of the Phase 1 Bidder for all purposes regarding the contemplated transaction, (ii) fully discloses the identity of each entity or person that will be sponsoring, participating in or benefiting from the transaction contemplated by the LOI, identifies all legal, financial, accounting and other advisors that have been or expect to be retained by the Phase 1 Bidder in connection with contemplated transaction;

f) it identifies any additional due diligence required to be completed in order to submit a Binding Offer;

g) it clearly indicates that: the Phase 1 Bidder is (i) seeking to acquire all or substantially all of the Property or Business, whether through an asset purchase, a share purchase or a combination thereof (either one, a "**Sale Proposal**"); or (ii) offering to make an investment in, restructure, recapitalize or refinance the Company or the Business (an "**Investment Proposal**"); and

h) it contains such other information as may be reasonably requested by the Monitor;

i) it does not provide for any break fee or expense reimbursement, it being understood and agreed that no bidder will be entitled to any such bid protections;

j) in the case of a Sale Proposal, it identifies or contains the following:

i. the purchase price or price range and key assumptions supporting the valuation and the anticipated amount of cash payable on closing of the proposed transaction;

ii. any contemplated purchase price adjustment;

iii. a description of the specific assets that are expected to be subject to the transaction and any assets expected to be excluded;

iv. a description of those liabilities and obligations (including operating liabilities, obligations to employees, and reclamation obligations) which the Phase 1 Bidder intends to assume and which such liabilities and obligations it does not intend to assume and are to be excluded as part of the transaction;

v. information sufficient for the Monitor, in consultation with the DIP Lender, to determine that the Phase 1 Bidder has sufficient ability to satisfy and perform any liabilities or obligations assumed pursuant to subparagraph (iv) above;

vi. whether the proposed transaction is proposed to be implemented by way of a "reverse vesting order"; and

vii. any other terms or conditions of the Sale Proposal that the Phase 1 Bidder believes are material to the transaction; and

k) in the case of an Investment Proposal, it identifies the following:

i. a description of how the Phase 1 Bidder proposes to structure the proposed investment, restructuring, recapitalization or refinancing and the proposed uses of invested funds;

ii. the aggregate amount of the equity and/or debt investment to be made in the Company or its Business;

iii. the underlying assumptions regarding the pro forma capital structure;

iv. a description of those liabilities and obligations (including operating liabilities, obligations to employees, and reclamation obligations) which the Phase 1 Bidder intends to assume and which such liabilities and obligations it does not intend to assume and are to be excluded as part of the transaction;

v. information sufficient for the Monitor, in consultation with the DIP Lender, to determine that the Phase 1 Bidder has sufficient ability to satisfy and perform any liabilities or obligations assumed pursuant to subparagraph (iv) above;

vi. whether the proposed transaction is to be implemented by way of a "reverse vesting order"; and

vii. any other terms or conditions of the Investment Proposal that the Phase 1 Bidder believes are material to the transaction.

15. The Monitor, with the consent of the DIP Lender, may waive compliance with any one or more of the requirements specified in subparagraphs 14.j) and/or 14.k) and deem any such non-compliant LOI to be a Phase 1 Qualified Bid.

Assessment of Phase 1 Qualified Bids and Subsequent Process

16. The Monitor, in consultation with the DIP Lender, may, following the receipt of any LOI, seek clarification with respect to any of the terms or conditions of such LOI and/or request and negotiate one or more amendments to such LOI prior to determining if the LOI should be considered a Phase 1 Qualified Bid.

17. Following the Phase 1 Bid Deadline, the Monitor, in consultation with the DIP Lender, will determine which Phase 1 Qualified Bid(s) shall proceed to Phase 2 of the SISP, and shall notify such Phase 1 Bidders. The Monitor will notify each Phase 1 Bidder in writing as to whether its LOI constitutes a Phase 1 Qualified

Bid by no later than October 26, 2026, or at such later time as the Monitor deems appropriate, in consultation with the DIP Lender, acting reasonably.

18. In the event that no Phase 1 Qualified Bid is received or, in the Monitor's sole discretion, determines that no Phase 1 Qualified Bid is likely to result in the indefeasible and irrevocable repayment in full in cash of all of the secured debt obligations held by the DIP Lender (including in its capacity as the pre-filing secured creditor of the Company), or such lesser amount as the DIP Lender may accept in its discretion, the Monitor may choose to terminate the SISP and seek to proceed with a transaction with the DIP Lender on terms acceptable to the Monitor without proceeding to Phase 2 of the SISP.

PHASE 2: FORMAL BINDING OFFERS

Formal Binding Offers

19. Any Phase 1 Bidder who submitted a Phase 1 Qualified Bid that is participating in Phase 2 of the SISP (each, a "**Phase 2 Bidder**") and wishes to make a formal offer with respect to its Sale Proposal or Investment Proposal must submit a binding offer (a "**Phase 2 Bid**") in each case to the Monitor, by December 7, 2026, or such other date or time as may be agreed by the Monitor, with the consent of the DIP Lender, acting reasonably (as may be extended, the "**Phase 2 Bid Deadline**").

20. A Phase 2 Bid will only be considered as a Phase 2 Qualified Bid if the Binding Offer:

   a) has been received by the Phase 2 Bid Deadline;

   b) is a Binding Offer: (i) to purchase all, substantially all, or a portion of the Property or the Business; and/or (ii) to make an investment in, restructure, recapitalize or refinance the Company or the Business, on terms and conditions reasonably acceptable to the Monitor, in consultation with the DIP Lender;

   c) continues to satisfy all the requirements of being a Phase 1 Qualified Bid as set out in paragraph 14;

   d) identifies all executory contracts of the Company that the Phase 2 Qualified Bidder will assume and clearly describes, for each contract or on an aggregate basis, how all monetary defaults and non-monetary defaults will be remedied, as applicable;

   e) is not subject to any financing condition;

   f) is unconditional, other than upon the receipt of the Approval Order(s) (as defined below) and satisfaction of any other conditions expressly set forth in the Binding Offer;

g) it contains or identifies the key terms and provisions to be included in any Approval Order, including whether such order will be a "reverse vesting order";

h) includes acknowledgments and representations of the Phase 2 Qualified Bidder that it: (i) has had an opportunity to conduct any and all due diligence regarding the Opportunity prior to making its Binding Offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Business in making its Binding Offer; (iii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Opportunity or the completeness of any information provided in connection therewith, other than as expressly set forth in the Binding Offer or other transaction document submitted with the Binding Offer; and (iv) promptly will commence any governmental or regulatory review of the proposed transaction by the applicable competition, antitrust or other applicable governmental authorities

i) is accompanied by a letter that confirms that the Binding Offer: (i) may be accepted by the Company by countersigning the Binding Offer, and (ii) is irrevocable and capable of acceptance until the earlier of (A) two business days after the date of closing of the Successful Bid; and (B) the Outside Date;

j) in the case of a Sale Proposal, includes:

i. the specific purchase price in Canadian dollars and a description of any non-cash consideration, including any future royalty payments or other deferred payment, details of any liabilities to be assumed by the Phase 2 Qualified Bidder and key assumptions supporting the valuation; provided that if the purchase price involves a royalty, earn-out or other deferred payment, the Sale Proposal shall include a specific indication of the Phase 2 Qualified Bidder's proposal and/or commitments for and relating to obtaining necessary regulatory approvals and the Bidder's commercialization strategy, manufacturing capabilities, proposed sale milestones and minimum sale amounts, budget and/or commitment for capital expenditures, direct marketing and sales initiatives and support and proposed product positioning within the Potential Bidder's current product portfolio;

ii. a description of the Property that is expected to be subject to the transaction and any of the Property expected to be excluded;

iii. a specific indication of the sources of capital for the Phase 2 Qualified Bidder and the structure and financing of the transaction; and

iv. a description of those liabilities and obligations (including operating liabilities) which the Phase 2 Qualified Bidder intends to assume and which such liabilities and obligations it does not intend to assume and are to be excluded as part of the transaction;

k) in the case of an Investment Proposal, includes:

i. a description of how the Phase 2 Qualified Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization, and a description of any non-cash consideration;

ii. the aggregate amount of the equity and/or debt investment to be made in the Business or the Company in Canadian dollars;

iii. the underlying assumptions regarding the pro forma capital structure;

iv. a specific indication of the sources of capital for the Phase 2 Qualified Bidder and the structure and financing of the transaction; and

v. a description of those liabilities and obligations (including operating liabilities) which the Phase 2 Qualified Bidder intends to assume and which liabilities and obligations it does not intend to assume and are to be excluded as part of the transaction;

l) is accompanied by a deposit in the amount of not less than 10% of the cash purchase price payable on closing or total new investment contemplated, as the case may be (the "**Deposit**"), along with acknowledgement that (i) if the Phase 2 Qualified Bidder is selected as the Successful Bidder, that the Deposit will be non-refundable subject to approval of the Successful Bid by the Court and the terms described in paragraph 27 below; and (ii) if the Phase 2 Qualified Bidder is selected as the Back-Up Bidder, that the Deposit will be held and dealt with as described in paragraph 29 below; and

m) contemplates and reasonably demonstrates a capacity to consummate a closing of the transaction set out therein on or before January 30, 2027, or such earlier date as is practical for the parties to close the contemplated transaction, following the satisfaction or waiver of the conditions to closing (the "**Target Closing Date**") and in any event no later than February 26, 2027 (the "**Outside Date**").

Selection of Successful Bid

21. The Monitor, in consultation with the DIP Lender, may, following the receipt of any Phase 2 Bid, seek clarification with respect to any of the terms or conditions of such Phase 2 Bid and/or request and negotiate one or more amendments to such Phase 2 Bid prior to determining if the Phase 2 Bid should be considered a Phase 2 Qualified Bid.

22. The Monitor, in consultation with the DIP Lender, will: (a) review and evaluate each Phase 2 Qualified Bid; (b) identify the highest or otherwise best bid (the "**Successful Bid**", and the Phase 2 Qualified Bidder making such Successful Bid, the "**Successful Bidder**"); and (c) identify the next highest or otherwise second best bid (the "**Back-Up Bid**", and the Phase 2 Qualified Bidder making such Back-Up Bid, the "**Back-Up Bidder**"), in each case pursuant to the paragraphs below. Any Successful Bid and Back-Up Bid will be subject to approval by the Court.

23. In the event there is more than one Phase 2 Qualified Bid, the Monitor, in consultation with the DIP Lender may determine the Successful Bid or may determine that the Successful Bid will be identified through an Auction in accordance with the procedure set out below.

24. In the event that an auction (the "**Auction**") is required in accordance with the terms of these Bidding Procedures, the Monitor will develop procedures for the Auction and provide such procedures to Phase 2 Qualified Bidders participating in the Auction by no later than December 9, 2026.

25. The Successful Bid and the Back-Up Bid will be selected by no later than 5:00 p.m. (Vancouver time) on December 14, 2026 and the completion and execution of definitive documentation in respect of the Successful Bid and the Back-Up Bid, as applicable, must be finalized and executed no later than December 18, 2026, which definitive documentation will be conditional only upon the receipt of the Approval Order(s) and the express conditions set out therein and will provide that the Successful Bidder will use all reasonable efforts to close the proposed transaction by no later than the Target Closing Date, or such longer period as may be agreed to by the Monitor, in consultation with the DIP Lender and the Successful Bidder. In any event, the Successful Bid must be closed by no later than the Outside Date. If a Back-Up Bid is identified in accordance with this SISP, then such Back-Up Bid shall remain open until the date (the "**Back-Up Bid Outside Date**") on which the transaction contemplated by the Successful Bid is consummated or such earlier date as the Monitor, in consultation with the DIP Lender, determines. If the transactions contemplated by the Successful Bid have not closed by the Outside Date or the Successful Bid is terminated for any reason prior to the Outside Date, the Monitor may elect, in consultation with the DIP Lender, to seek to complete the transactions contemplated by the Back-Up Bid, and will promptly seek to close the transaction contemplated by the Back-Up Bid. In this case, the Back-Up Bid will be deemed to be the Successful Bid and the Monitor will be deemed to have accepted the Back-Up Bid.

26. In the event that no Phase 2 Qualified Bid is received that is executable and will result in the indefeasible and irrevocable repayment in full in cash of all of the secured debt obligations held by the DIP Lender (including in its capacity as the pre-filing secured creditor of the Company), or such lesser amount as the DIP Lender may accept in its discretion, and the DIP Lenders submits a Credit Bid in compliance with paragraph 20 above, the Monitor may declare the Credit Bid (on terms acceptable to the Monitor) a Successful Bid and proceed to seek approval of the Credit Bid (on terms acceptable to the Monitor) on an expeditious basis.

Approval of Successful Bid

27. The Monitor will apply to the Court (the "**Approval Motion**") to be heard the week of January 11, 2027 (subject to Court availability) for one or more orders:

a) approving the Successful Bid and authorizing the taking of such steps and actions and completing such transactions as are set out therein or required thereby (such order shall also approve the Back-Up Bid(s), if any, should the Successful Bid not close for any reason); and

b) granting a vesting order and/or reverse vesting order to the extent that such relief is contemplated by the Successful Bid so as to vest title to any purchased assets in the name of the Successful Bidder and/or vesting unwanted liabilities out of one or more of the Company (collectively, the "**Approval Order(s)**"). The Approval Motion will be held on a date to be scheduled by the Monitor, in consultation with the DIP Lender and confirmed by the Court upon application by the Monitor. With the consent of the Monitor, the DIP Lender and the Successful Bidder, the Approval Motion may be adjourned or rescheduled without further notice, by an announcement of the adjourned date at the Approval Motion or in a notice to the service list of the CCAA proceedings prior to the Approval Motion.

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28. All Phase 2 Qualified Bids (other than the Successful Bid but including the Back-Up Bid) will be deemed rejected on and as of the date of the closing of the Successful Bid, with no further or continuing obligation of the Company to any unsuccessful Phase 2 Qualified Bidders.

29. The Deposit(s):

a) will, upon receipt from the Phase 2 Qualified Bidder(s), be retained by the Monitor and deposited in a non-interest-bearing trust account;

b) received from the Successful Bidder and the Back-Up Bidder, if any, will:

i. be applied to the purchase price to be paid by the applicable Successful Bidder or Back-Up Bidder whose Successful Bid or Back-Up Bid, as applicable, is the subject of the Approval Order(s), upon closing of the approved transaction; and

ii. otherwise be held and refundable in accordance with the terms of the definitive documentation in respect of any Successful Bid or Back-Up Bid, provided that (i) all such documentation will provide that the Deposit will be fully refunded to the Back-Up Bidder on the Back-Up Bid Outside Date; and all such documentation will provide that the Deposit will be retained by the Company and forfeited by the Successful Bidder, if the Successful Bid fails to close by the Outside Date, and such failure is attributable to any failure or omission of the Successful Bidder to fulfil its obligations under the terms of the Successful Bid;

c) received from the Phase 2 Qualified Bidder(s) that are not the Successful Bid or the Back-Up Bidder will be fully refunded, to the Phase 2 Qualified Bidder(s) that paid the Deposit(s) as soon as practical following the closing of the Successful Bid.

"As is, Where is"

30. Any sale (or sales) of the Property or the Business will be on an "as is, where is" basis except for representations and warranties that are customarily provided in purchase agreements for a company subject to CCAA proceedings. Any such representations and warranties provided for in the definitive documents will not survive closing.

Free of Any and All Claims And Interests

31. In the event of a sale, to the extent permitted by law, all of the rights, title and interests of the Company in and to the Property or the Business to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the "**Claims and Interests**") pursuant to section 36(6) of the CCAA, such Claims and Interests to attach to the net proceeds of the sale of such Property or Business (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant transaction documents with a Successful Bidder.

Further Orders

32. At any time during the SISP, the Monitor or the DIP Lender may apply to the Court for advice and directions with respect to any aspect of this SISP including, but not limited to, the continuation of the SISP or with respect to the discharge of its powers and duties hereunder.

Insider Protocol

33. Notwithstanding any other term of these Bidding Procedures:

    a) The Monitor shall not share with any direct or indirect shareholder, affiliate, director, officer or senior management of the Company or their representatives (each, an "**Insider**") any information with respect to the SISP that has not been provided to all other Participants;

    b) Insiders shall not participate in any substantive communications with any other Potential Bidder with respect to any matter relating to the SISP, except with the prior written consent of the Monitor; and

    c) The Monitor shall participate in any substantive discussions between an Insider and any other Potential Bidder or financing source.

34. Any Insider may, subject to compliance with the Bidding Procedures, submit a bid pursuant to the SISP and in that capacity be an "**Insider Bidder**".

35. An Insider Bidder shall retain its own independent counsel and shall not incur costs on the Company's account in furtherance of its bid without prior approval of the Monitor.

36. For the purposes of the safeguards set out in paragraph 11, an Insider Bidder shall be deemed to be a Potential Bidder and shall be subject to paragraph 11.

37. The Monitor may implement other information and/or consultation restrictions, in consultation with the DIP Lender, that the Monitor determines are appropriate to protect the integrity of the SISP, including establishing separate data rooms or "clean rooms" for Insider Bidders.

Additional Terms

38. In addition to any other requirement of the SISP:

d) The Monitor will at all times prior to the selection of a Successful Bid use commercially reasonable efforts to facilitate a competitive bidding process in the SISP including, without limitation, by actively soliciting participation by all persons who would be customarily identified as high potential bidders in a process of this kind or who may be reasonably proposed by any of the Company's stakeholders as a high potential bidder.

e) Any consent, approval or confirmation to be provided by the DIP Lender and/or the Monitor is ineffective unless provided in writing and any approval required pursuant to the terms hereof is in addition to, and not in substitution for, any other approvals required by the CCAA or as otherwise required at law in order to implement a Successful Bid. For the avoidance of doubt, a consent, approval or confirmation provided by email will be deemed to have been provided in writing for the purposes of this paragraph.

f) Prior to seeking Court approval for any transaction or bid contemplated by this SISP, the Monitor will provide a report to the Court on the SISP process, parts of which may be filed under seal, including in respect of any and all bids received.

APPENDIX A DEFINED TERMS

"**Company**" has the meaning given to it in the preamble.

"**Approval Motion**" has the meaning given to it in paragraph 27.

"**Approval Order(s)**" has the meaning given to it in paragraph 27.

"**Auction**" has the meaning given to it in paragraph 24.

"**Back-Up Bid**" has the meaning given to it in paragraph 22.

"**Back-Up Bidder**" has the meaning given to it in paragraph 22.

"**Back-Up Bid Outside Date**" has the meaning given to it in paragraph 25.

"**Bid**" has the meaning given to it in the preamble.

"**Bidding Procedures**" has the meaning given to it in the preamble.

"**Binding Offer**" means a binding Phase 2 Bid.

"**Business**" means the business and or operations of the Company.

"**Business Day**" means a day on which banks are open for business in Vancouver but does not include a Saturday, Sunday or statutory holiday in the Province of British Columbia.

"**CCAA**" has the meaning given to it in the preamble.

"**CCAA Proceedings**" has the meaning given to it in the preamble.

"**Claims and Interests**" has the meaning given to it in paragraph 31.

"**Court**" has the meaning given to it in the preamble.

"**Credit Bid**" has the meaning given to it in paragraph 5.

"**Deposit**" has the meaning given to it in paragraph 20.l).

"**DIP Lender**" means WPC (Jersey) Limited, and its successors and permitted assigns.

"**Filing Date**" has the meaning given to it in the preamble.

"**Initial Order**" has the meaning given to it in the preamble.

"**Insider**" has the meaning given to it in paragraph 33.

"**Insider Bidder**" has the meaning given to it in paragraph 34.

"**Investment Proposal**" has the meaning given to it in paragraph 14.g).

"**Known Potential Bidders**" has the meaning given to it in paragraph 9.

"**LOI**" has the meaning given to it in paragraph 13.

"**Monitor**" has the meaning given to it in the preamble.

“**NDA**” has the meaning given to it in paragraph 9.c).

“**Opportunity**” has the meaning given to it in paragraph 2.

“**Outside Date**” has the meaning given to it in paragraph 20.m).

“**Phase 1 Bid Deadline**” has the meaning given to it in paragraph 13.

“**Phase 1 Qualified Bid**” has the meaning given to it in paragraph 1413.

“**Participant**” has the meaning given to it in paragraph 4.

“**Phase 1 Bidder**” has the meaning given to it in paragraph 14.

“**Phase 2 Bid Deadline**” has the meaning given to it in paragraph 19.

“**Phase 2 Bidder**” has the meaning given to it in paragraph 19.

“**Phase 2 Bid**” has the meaning given to it in paragraph 19.

“**Phase 2 Qualified Bid**” has the meaning given to it in paragraph 20.

“**Phase 2 Qualified Bidder**” means any Phase 2 Bidder that has submitted a Phase 2 Qualified Bid.

“**Potential Bidder**” has the meaning given to it in paragraph 12.

“**Project**” means the Milestone potash project located in Saskatchewan.

“**Property**” means all of the Company’s right, title and interest in and to its assets, properties and undertakings of every nature or kind, real and personal, tangible and intangible, including the Project, as well as all mineral leases, freehold leases, surface leases, equipment, machinery, plant, permits, licenses, approvals, intellectual property, contracts, and all other assets related to the Business, except for those assets excluded from any transaction with the consent of the Court.

“**Sale Proposal**” has the meaning given to it in paragraph 14.g).

“**SISP**” has the meaning given to it in the preamble.

“**SISP Order**” has the meaning given to it in the preamble.

“**Successful Bid**” has the meaning given to it in paragraph 22.

“**Successful Bidder**” has the meaning given to it in paragraph 22.

“**Target Closing Date**” has the meaning given to it in paragraph 20.m).

“**Teaser Letter**” has the meaning given to it in paragraph 9.c).

“**VDR**” has the meaning given to it in paragraph 12.