

CANADA
PROVINCE OF SASKATCHEWAN

IN THE COURT OF QUEEN'S BENCH
JUDICIAL CENTRE OF SASKATOON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENTS ACT*, R.S.C. 1985,
c. C-36, AS AMENDED (the "CCAA")

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE
CREDITORS OF STOMP PORK FARM LTD.

(the "Applicant")

AMENDED EX PARTE INITIAL ORDER

BEFORE THE HONOURABLE) FRIDAY, THE 27th DAY
MADAM JUSTICE A.R. ROTHERY) OF MARCH, 2008
IN CHAMBERS)

UPON THE AMENDED *EX PARTE* APPLICATION of counsel on behalf of the Applicant, and upon hearing read the Notice of Motion, dated the 26th day of March, 2008; the Memorandum to the Presiding Judge; the Affidavit of Ivan Stomp, sworn the 26th day of March, 2008 and the Draft Ex Parte Initial Order all filed:

IT IS HEREBY ORDERED, ADJUDGED, AND DECLARED THAT:

TERM OF ORDER

1. The hearing of the application on this proceeding shall be held at the Court House situated at 520 Spadina Crescent East, Saskatoon Saskatchewan, at 10:00 o'clock in the forenoon on the 22nd day of April, 2008. All of the relief provided for in the subsequent paragraphs of

this Order is granted to the Applicant on an interim basis only, and the relief made in the subsequent paragraphs will expire at 11:59 p.m. (Central Standard Time) on the 25th day of April, 2008, unless extended by this Court.

APPLICATION

2. The Applicant is a Company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. The Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court one or more plans of compromise or arrangement (hereinafter referred to as the "Plan" or "Plans") between, *inter alia*, the Applicant and one or more classes of its secured and/or unsecured creditors as it deems appropriate.

POSSESSION OF PROPERTY AND OPERATIONS

4. The Applicant shall remain in possession and control of its current and future assets, undertakings and property of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant shall be authorized and empowered to continue to retain, employ, and pay the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by it, with liberty to retain, employ, and pay such further Assistants as it deems reasonably necessary or desirable, all in the ordinary course of business or for the carrying out of the terms of this Order.
5. The Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:
 - (a) all outstanding and future wages, salaries, employee and pension benefits, contributions to pension plans, vacation pay, bonuses, and expenses payable on or

after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.
6. Except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
 - (b) payment for goods or services actually supplied to the Applicant.
7. The Applicant shall remit, in accordance with legal requirements, or pay:
- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
 - (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.
8. Until such time as the Applicant repudiates a real property lease in accordance with paragraph 10(f) of this Order, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated by the Applicant from time to time ("Rent"), for the period commencing from and including the date of this Order, bi-weekly, in advance (but not in arrears).
9. Except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court:
- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of the date of this Order;
 - (b) to grant no security interests, trusts, mortgages (or other real property interests), liens, charges, or encumbrances upon or in respect of any of its Property; and
 - (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. The Applicant shall, subject to such covenants as may be contained in the DIP Lender Documents (as hereinafter defined), if any, have the right to:
- (a) subject to paragraph 10(f), if applicable, permanently or temporarily cease, downsize or shut down any of its Business or operations;
 - (b) sell its assets in the ordinary course of its Business;

- (c) dispose of (by sale or otherwise) redundant or non-material assets not exceeding \$100,000 in any one transaction or \$100,000 in the aggregate under a series of connected transactions;
- (d) dispose of (by sale or otherwise) redundant or non-material assets not authorized by paragraph 10(c) of this Order only with the approval of the Monitor;
- (e) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Applicant and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;
- (f) in accordance with paragraphs 11 and 12, vacate, abandon or quit any leased premises and/or repudiate any real property lease and any ancillary agreements relating to any leased premises, on not less than seven (7) days' notice in writing to the relevant landlord on such terms as may be agreed upon between the Applicant and such landlord, or failing such agreement, to deal with the consequences thereof in the Plan;
- (g) repudiate such of its arrangements or agreements (including, without limitation, leases of personal property) of any nature whatsoever, whether oral or written, as the Applicant deems appropriate on such terms as may be agreed upon between the Applicant and such counter-parties, or failing such agreement, to deal with the consequences thereof in the Plan; and
- (h) pursue all avenues of refinancing and offers for sale for all or any material part or parts of its Business or Property, subject to prior approval of this Court being obtained before any material refinancing is undertaken, or all or any material part or parts of its Business or Property is sold, (except as permitted by subparagraphs (b)through (d), above),

to permit the Applicant to proceed with an orderly restructuring of the Business (the "Restructuring").

11. The Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicant repudiates the lease governing such leased premises in accordance with paragraph **10(f)** of this Order, it shall not be required to pay Rent under such lease pending resolution of any such dispute, and the repudiation of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

12. If a lease is repudiated by the Applicant in accordance with paragraph **10(f)** of this Order, then (a) during the notice period prior to the effective time of the repudiation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the repudiation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicant of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

13. Subject to the other provisions of this Order (including the payment of Rent as herein provided) and any further Order of this Court, the Applicant shall be permitted to dispose of any or all of the Property located (or formerly located) at such leased premises without any interference of any kind from landlords (notwithstanding the terms of any leases) and, for

greater certainty, the Applicant shall have the right to realize upon the Property and other assets in such manner and at such locations, including leased premises, as it deems suitable or desirable for the purpose of maximizing the proceeds and recovery therefrom.

NO PROCEEDING AGAINST THE APPLICANT OR THE PROPERTY

14. Until and including April 22, 2008 or such later date as this Court may order (the "Stay Period"), no proceeding (the "Proceeding") or enforcement process (the "Enforcement") in any court or tribunal shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court and any or all Enforcements or Proceedings currently underway against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (a) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on; (b) exempt the Applicant from compliance with statutory or regulatory provisions relating to health, safety or the environment; (c) prevent the filing of any registration to preserve or perfect a mortgage or security interest; or (d) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect a lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further steps shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Applicant.

NO INTERFERENCE WITH RIGHTS

16. During the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. During the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. Notwithstanding anything else contained herein, no Person shall be under any obligation after the making of this Order to provide goods or services on credit or to provide further advances of money or credit.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. During the Stay Period, and except as permitted by subsection 11.5(2) of the CCAA, or by further order of this Court, no Proceeding or Enforcement may be commenced or continued against any one or more of the former, current or future directors or officers of the Applicant (the "Past and Present Directors") with respect to any claim against any one or

more of the Past and Present Directors which arose before the date hereof in regard to or in respect of:

- (a) claims involving acts or omissions of those individuals in their capacity as directors or officers or in any way related to matters arising from their role or status as directors or officers;
- (b) claims in any way related to any matters arising from the appointment of any one or more of the Past and Present Directors by or on behalf of the Applicant to any corporation, partnership or venture, including their appointment or election by or on behalf of the Applicant to any other board of directors or other governing body or committee;
- (c) derivative rights of the Applicant against any one or more of the Past and Present Directors; or
- (d) claims by former, current or future shareholders of the Applicant or former, current or future directors or officers of the Applicant involving acts or omissions of any one or more of the Past and Present Directors which are alleged to be oppressive, or unfairly prejudicial to, or which are alleged to unfairly disregard the interests of, former, current or future shareholders of the Applicant or former, current or future directors or officers of the Applicant;

until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. The Applicant shall indemnify each of its current directors (its "Current Directors" or "Current Director", as the context may require) and officers (its "Current Officers" or "Current Officer", as the context may require) on a joint and several basis from and against:
- (a) all costs (including, without limitation, defence costs), claims, charges, expenses, liabilities and obligations of any nature whatsoever actually incurred by any one or more of its Current Directors and Current Officers that may arise as a result of:

(i) his or her position or involvement with the Applicant from and after the date of this Order (including without limitation any amount paid to settle an action or satisfy a judgment in a civil, criminal or administrative action or proceeding, or an action by or on behalf of the Applicant to procure a judgment in favour of the Applicant, to which such Current Director and Current Officer may be made a party by reason of being or having been a Current Director or Current Officer or person that manages the business of the Applicant);

(ii) any sale of all or part of the Property; or

(iii) the Plan or Plans,

provided that such Current Director and Current Officer

(i) acted honestly and in good faith with a view to the best interests of the Applicant; and

(ii) in the case of a criminal or administrative action, had reasonable grounds for believing that his or her conduct was lawful;

except to the extent that such Current Director and Current Officer has participated in the breach of any fiduciary duty; has engaged in willful misconduct; or has been grossly negligent;

(b) all costs, claims, charges, expenses, liabilities and obligations that any one or more of the Current Directors or Current Officers sustain or incur from and after the date of this Order (including, without limitation, legal costs on a solicitor and client basis) relating to the failure of the Applicant to make any payments in respect of which such Current Directors or Current Officers may be liable under any law in his or her capacity as such Current Director or Current Officer, including without limitation, payments in respect of wages and other amounts owing to employees, except to the extent that such Current Director or Current Officer has participated in the breach of any fiduciary duty; has engaged in willful misconduct, or has been grossly negligent;

but this paragraph shall not constitute a contract of insurance and shall not constitute "other valid and collectible insurance" as this term may be used in any existing policy of insurance issued in favour of the Applicant or any one or more of the Current Directors and Current Officers. For greater certainty, the indemnity granted by the Applicant to the Current Directors and Current Officers pursuant to this paragraph shall only apply and extend to any claims, obligations or liabilities incurred from and after the date of this Order.

21. As security for the obligations of the Applicant pursuant to the indemnities in favour of the Current Directors and Current Officers described in paragraph **20** hereof, such Current Directors and Current Officers are collectively granted a mortgage, charge, lien and security interest in and against any and all of the Property, to a maximum aggregate amount of \$0 (the "Directors' Charge"). The Directors' Charge shall have the priority set out in paragraphs **45 and 48** herein.
22. Notwithstanding any language in any applicable insurance policy to the contrary:
 - (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and
 - (b) the Directors and Officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph **20** of this Order.

APPOINTMENT OF MONITOR

23. Meyers Norris Penny Limited of Saskatoon, Saskatchewan (the "Monitor") is hereby appointed pursuant to the CCAA, as an officer of this Court, to monitor the Property and the Applicant's conduct of the Business with the powers and obligations set out in the CCAA or set forth herein and the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and

discharge of its obligations, including providing the Monitor with access to such books, records, assets and premises of the Applicant as the Monitor requires.

24. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
- (a) monitor the Applicant's receipts and disbursements;
 - (b) report to this Court at such times and intervals as the Monitor may deem appropriate or as this Court may direct with respect to matters relating to the Property, the Business, and such other matters as may be relevant to these proceedings;
 - (c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender (as hereinafter defined) and its counsel, on a weekly basis of financial and other information as agreed to between the Applicant and the DIP Lender.
 - (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed by the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the DIP Lender;
 - (e) advise the Applicant in its development of the Plan and any amendments to the Plan;
 - (f) advise the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' and shareholders' meetings for voting on the Plan;
 - (g) have full and complete access to the books, records and management, employees and advisors of the Applicant and to the Business and the Property to the extent required to perform its duties arising under this Order;
 - (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
 - (i) consider, and if deemed advisable by the Monitor, prepare a report and assessment on the Plan; and

- (j) perform such other duties as are required by this Order and by this Court from time to time.
25. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.
26. Nothing herein contained shall require the Monitor to occupy or take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.
27. The Monitor shall provide any creditor of the Applicant and the DIP Lender, with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.
28. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of the Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

29. The Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a semi-monthly basis.
30. The Monitor, counsel for the Monitor and counsel for the Applicant may render accounts on a periodic basis and the Applicant shall pay such accounts when rendered, subject to any final assessments and taxations ordered by this Court.
31. The Monitor, counsel for the Monitor, if any, and the Applicant's counsel shall be entitled to the benefits of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$100,000 as security for their reasonable professional fees and disbursements, as such have arise or shall arise both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 45 and 48 hereof.
32. The appointment of the Monitor by this Order shall not constitute the Monitor an employer or a successor employer or payor for any purpose, including (without limitation) pensions or benefits or any legislation governing employment or labour standards or pension benefits or health and safety or any other statute, regulation, rule of law or rule of equity.

DIP FINANCING

33. This Court Orders that:
 - (a) the Applicant is hereby authorized and empowered to obtain and borrow from Farm Credit Canada (the "DIP Lender") under a credit facility and to execute and deliver the Commitment Letter between the Applicant and the DIP Lender dated as of March 28, 2008, filed, and any credit agreements, mortgages, charges and security documents, guarantees and other definitive documents, (collectively the "DIP Lender Documents") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings

under such credit facility shall not exceed \$3 Million unless permitted by further Order of this Court;

- (b) such credit facility shall be on the terms and subject to the conditions set forth in the Commitment Letter, filed;
 - (c) the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Lender Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.
34. This Court Orders that the DIP Lender shall be entitled to the benefits of and is hereby granted a charge (the "DIP Lender's Charge") on the inventory (including all livestock and breeding livestock) and accounts receivable of the Applicant, and the Canadian Agricultural Income Stabilization Program-AgriStability Targeted Payment (the "Security"), which charge shall not exceed the aggregate amount owed to the DIP Lender under the Commitment Letter, filed. The DIP Lender's Charge shall have the priority set out in paragraphs **45 and 48** hereof.
35. This Court Orders that, notwithstanding any other provision of this Order:
- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the DIP Lender Documents;
 - (b) upon the occurrence of an event of default under the DIP Lender Documents, the DIP Lender, upon five days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Security under or pursuant to the DIP Lender Documents, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the DIP Lender Documents, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and

for the appointment of a trustee in bankruptcy of the Applicant, and upon the occurrence of an event of default under the terms of the DIP Lender Documents, the DIP Lender shall be entitled to seize and retain proceeds from realizations on the Security and the cash flow of the Applicant to repay amounts owing to the DIP Lender in accordance with the DIP Lender Documents, but subject to the priorities as set out in paragraphs 45 and 48 of this Order; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.
36. This Court Orders and declares that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the DIP Lender Documents.

POST-APPLICATION TRADE CREDITOR CHARGE

37. Obligations incurred by the Applicant to Cargill Limited for the supply of goods or Services subsequent to the date of this Order (the "Post-Application Trade Creditor") shall be paid in accordance with the terms of credit with such Post-Application Trade Creditor.
38. For greater clarity:
- (a) amounts payable for or in respect of the termination of arrangements or agreements of any nature whatsoever (including, without limitation, leases of real property, leases of equipment or other property or financing arrangements, transportation agreements and service agreements); and
 - (b) amounts claimed as damages or the acceleration of payments of other amounts not related to the day-to-day provision of goods and Services;

shall not be considered to be claims of Post-Application Trade Creditor subject to this Order. For greater certainty, in the event that a person has a claim in respect of goods and/or services supplied over a period of time beginning before the date of this Order and

continuing to a date after the date of this Order, the claim of such creditor shall only be for the portion of such claim that relates to goods and/or services provided or supplied on or after the date of this Order. In addition, no claim of the Post-Application Trade Creditor shall include any amount due for goods and/or Services supplied or provided prior to the date of this Order, even though payment for such claim may not be due until after the date of this Order, and no claim of a Post-Application Trade Creditor shall be made for any amount that may be due and owing or arising out of termination or breach on or after the date of this Order of any pre-existing agreement, contract, lease, or other arrangement of whatever nature or kind between such Post-Application Trade Creditor and the Applicant.

39. As security for the obligations of the Applicant to the Post-Application Trade Creditor, the Post-Applicant Trade Creditor is granted a mortgage, charge, lien and security interest in and against any and all of the Property, to a maximum aggregate amount of \$750,000 (the "Post-Application Trade Creditor's Charge"). The Post-Application Trade Creditor's Charge shall have the priority set out in paragraphs 45 and 48 herein.

(NEXT PARAGRAPH IS PARAGRAPH 45)

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

45. The priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge (collectively the "Charges"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$100,000;

Second – DIP Lender's Charge;

Third – Post-Application Trade Creditor's Charge (to the maximum amount of \$750,000);
and

Fourth- Directors' Charge (to the maximum amount of \$0).

46. If the Persons sharing in the benefit of one of the Charges (the "Chargees") have claims that, in the aggregate, exceed the maximum authorized amount of that Charge, such Chargees shall share in the benefit of that Charge (as between themselves) on a *pro rata* basis to the maximum aggregate authorized amount of such Charge.

47. The filing, registration or perfection of each of the Charges shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
48. Each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, real property interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.
49. For the purposes of equitable treatment of the creditors having encumbrances against different parts of the Property, the Administration Charge and the Director's and Officer's Charge shall each be allocated such that 50% of the outstanding indebtedness under each of these charges shall be secured by a first priority charge on the current assets (that is, accounts receivable and inventory of the Applicant) and the remaining 50% of the outstanding of the indebtedness under each of such Charges shall be secured by a first priority charge over the Applicant's fixed assets (that is, all assets other than accounts receivable and inventory) and, provided that in the event that either class of assets shall be insufficient to satisfy such designated allocation, then, in such event, the remaining sums to be paid will be allocated against the remaining Property in accordance with the priorities set forth in paragraph 45.
50. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that purports to rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.

51. The Charges and the DIP Lender Documents shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees entitled to the benefit of the Charges and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:
- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Lender Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
 - (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges or the entering into, execution, delivery or performance of the DIP Lender Documents; and
 - (c) the payments made by the Applicant pursuant to this Order, the DIP Lender Documents and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

SERVICE AND NOTICE

52. The Monitor shall, within ten (10) business days of the date of this Order, serve a photocopy of this Order in accordance with paragraph 54 hereof on all creditors of the Applicant and other interested Persons as have been reasonably determined by the Monitor from the Applicant's records (other than employees and creditors to which the Applicant owes less than \$250.00), at their addresses as they appear on the Applicant's records, and

shall promptly send a copy of this Order to any other interested Person requesting a copy of this Order. Service of the Order shall be accompanied by a cover letter in the form attached as Schedule "A" to this Order.

53. Every Person who is served with a copy of the Order pursuant to paragraph 52, and who requires notice in respect of any or all further proceedings in this matter shall provide to counsel for each of the Monitor and the Applicant, by electronic mail or facsimile, a demand for notice of such proceedings, which demand for notice shall be in the form provided in the attached Schedule "B" to this Order (the "**Demand for Notice**") and shall contain an electronic mail address or a facsimile number to which such Person has elected that further notice of these proceedings may be served on such Person. The failure of any Person to forward a Demand for Notice by electronic mail or facsimile to counsel for each of the Monitor and the Applicant hereby releases the Monitor and the Applicant or any other interested Person serving court materials in this matter from any requirement to provide further notice in respect of these proceedings to any such Person until such time as a properly completed Demand for Notice is received by each of the counsel for the Monitor and the Applicant from such Person.
54. The Monitor shall serve this Order accompanied by Schedules "A" and "B", by forwarding a photocopy thereof by prepaid ordinary mail, courier or personal delivery to the Applicant's creditors or other interested Persons at their respective addresses as last shown on the records of the Applicant. Any service by personal delivery shall be deemed to be effected on the date of delivery; any service by courier shall be deemed to be effected on the next business day following the date of forwarding thereof; or any service by ordinary mail shall be deemed to be effected on the third business day after mailing.
55. The Monitor shall within 10 days of the date of this Order prepare and keep current a Creditor List (the "Creditor List") containing the name, address, telephone, fax and email contact information, if available, and the amount of the claim of each creditor from the Applicants books and records.
56. From the Demands For Notice received pursuant to paragraph 53 of this Order the Monitor shall prepare and keep current a Service List (the "Service List") containing the name, address, telephone and fax or email contact information of the Applicant, the Monitor and

each creditor or interested Person filing a Demand for Notice. The Service List shall indicate the manner that those on the Service List have elected to be served.

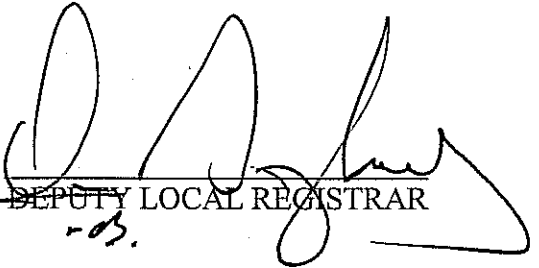
57. The Creditor List and the Service List shall be posted by the Monitor on the following website: www.MNPBankruptcy.ca and each shall contain a statement as to when it was last updated.
58. Other than this Order as accompanied by Schedules "A" and "B", the Applicant, the Monitor or any interested Person may serve any court materials, orders, notices, reports or correspondence in these proceedings in the manner indicated on the Service List, in which case the document shall be deemed to be received the next business day following the date of forwarding.
59. Where by the nature of the matter before the Court it is appropriate to serve Persons that are not on the Service List, the Applicant, the Monitor or any interested Person may serve court materials, orders, notices, reports or correspondence as follows:
 - (a) if the Person is listed on the Creditor List, by courier, personal delivery or ordinary mail at the address shown on the Creditor List in which case service by personal delivery shall be deemed to be effected on the date of delivery; service by courier shall be deemed to be effected on the next business day following the date of forwarding; or service by ordinary mail shall be deemed to be effected on the third business day after mailing;
 - (b) if the Person is not listed on the Creditor List, by service effected in accordance with the Rules of the Court of Queen's Bench of Saskatchewan.
60. Other than this Order and notices of motion, service of any other court materials shall be deemed to have been effected if such materials are posted on the following website: www.MNPBankruptcy.ca and notice (the "Notice") is given to those being served that the document may be obtained from that website. Service of the documents described in the Notice shall be effective on the day that service of the Notice is effected. Service of such Notice may be made and shall be effected as provided in paragraphs **58 and 59** of this Order.

61. Any party filing material with the Court in these proceedings may request of and the Monitor shall (so long as it is received in an unalterable electronic postable format) post such material to the website listed in paragraph 57 of this Order within 2 business days of receipt.

GENERAL

62. The Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
63. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order; to grant representative status to the Monitor in any foreign proceeding; or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.
64. Each of the Applicant and the Monitor shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
65. Any interested Person (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
66. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.
67. This Order and all of its provisions are effective as of 12:01 a.m. Central Standard Time on the date of the issuance of this Order.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 28 day of March, 2008.


DEPUTY LOCAL REGISTRAR
-05.

TAKE NOTICE that every order made without notice to a respondent or a person affected by the order, except where such order is consented to by a respondent or a person affected by the order, or is otherwise authorized by law, *may* be set aside or varied on application to the court. You should consult your solicitor as to your rights.

This Amended Initial Order was delivered in draft form by:

Robertson Stromberg Pedersen LLP
Barristers and Solicitors
600-105-21st Street East
Saskatoon, SK S7K 0B3
Lawyer in Charge: M. Kim Anderson
Phone: 933-1344
Fax: 652-2445
Email: mk.anderson@thinkrsplaw.com

SCHEDULE "A"

COVER LETTER

[Date]

TO:

~~NAME AND ADDRESS OF CREDITOR OR INTERESTED PARTY~~

RE: IN THE MATTER OF AN EX PARTE ORDER UNDER **THE COMPANIES' CREDITORS ARRANGEMENT ACT** OBTAINED BY [NAME OF APPLICANT(s)]

STOMP PORK FARM LTD. has obtained an Ex Parte Order of the Court of Queen's Bench for Saskatchewan under the **Companies' Creditors Arrangement Act** (the "Order"). A photocopy of the Order is enclosed.

You are being provided with a photocopy of the Order because you are a creditor of **STOMP PORK FARM LTD.** or the Order may affect your rights.

If you would like to receive notice of all further proceedings in relation to the this matter, please complete the Demand for Notice attached to this letter and send the Demand for Notice by electronic mail (email) or facsimile to each of the following persons:

1. Stomp Pork Farm Ltd.
c/o Robertson Stromberg Pedersen LLP
Barristers and Solicitors
600-105-21st Street East
Saskatoon, SK S7K 0B3
Attention: M. Kim Anderson
Phone: (306) 933-1344
Fax: 652-2445
2. Meyers Norris Penny Limited
c/o Wallace Meschishnick Clackson Zawada
Suite 901 199 – 4th Ave. S.
Saskatoon, SK S7K 5X2
Attention: Gary Meschishnick
Phone: (306) 933-0004
Fax: (306) 933-2006

If you fail to properly complete the Demand for Notice and forward the Demand for Notice by email or facsimile to each of the above-referenced persons indicating that you request further notice of the proceedings, then you will not receive, nor will you be entitled to receive, any further notice of the proceedings.

Yours truly,

SCHEDULE "B"

Q.B. No. 363 of 2008

CANADA
PROVINCE OF SASKATCHEWAN

IN THE COURT OF QUEEN'S BENCH
JUDICIAL CENTRE OF SASKATOON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENTS ACT*, R.S.C. 1985,
c. C-36, AS AMENDED (the "CCAA")

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE
CREDITORS OF STOMP PORK FARM LTD.

(the "Applicant")

DEMAND FOR NOTICE

TO:

1. Stomp Pork Farm Ltd.
c/o Robertson Stromberg Pedersen LLP
600 – 105 21st Street East
Saskatoon, SK S7K 0B3

Attention: M. Kim Anderson
Email: mk.anderson@thinkrsplaw.com
Fax: (306) 652-2445

2. Meyers Norris Penny Limited
c/o Wallace Meschishnick
Clackson Zawada
Suite 901 199 – 4th Ave. S.
Saskatoon, SK S7K 5X2

Attention: Gary Meschishnick
Email: gary.meschishnick@wmcz.com
Fax: (306) 933-2006

I hereby request that notice of all further proceedings on this matter be served on me and hereby elect that service may be effected on me in the following manner: **[Please select either (a) or (b), but not both.]**

(a) by email, at the following email address:
_____ , or

(b) by facsimile, at the following facsimile number:
_____.

Signature: _____
Name of Creditor: _____
Address of Creditor: _____
Phone Number: _____