

ROBERTSON

STROMBERG

PEDERSEN

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From:  
M. Kim Anderson  
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Our File: 31791.24

Barristers & Solicitors

ROBERTSON STROMBERG PEDERSEN LLP

REGINA | SASKATOON

May 29, 2008

TO ALL MEMBERS ON ATTACHED SERVICE LIST

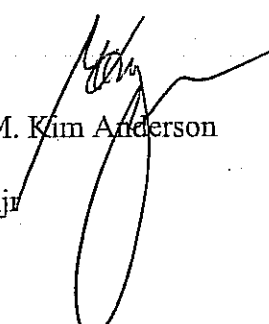
**RE: Stomp Pork Farm Ltd.  
Order (Fourth Extension Order and Order Approving Restructuring Agreement and Sale)**

Attached please find above-noted Order for service upon you.

Yours truly,

**Robertson Stromberg Pedersen LLP**

Per:

  
M. Kim Anderson

MKA:ljr  
Encl.

**PARTIES FILING REQUEST FOR SERVICE**

**STOMP PORK FARM**

**\*\*Requested Manner of Service**

<b>NAME &amp; ADDRESS</b>	<b>PHONE</b>	<b>FAX</b>	<b>EMAIL ADDRESS</b>
Walbern Agri Systems Sask. Inc. 503-48 <sup>th</sup> Street East SASKATON S7K 5T8 Attention: Kelley Glass	244- 3838	306-653- 4515**	
Farm Credit Canada PO Box 4320 1800 Hamilton Street REGINA, SK S4P 4L3 Attention: William Wilmot	306- 708- 8044		<u><a href="mailto:j.hesje@mckercher.ca">j.hesje@mckercher.ca</a></u> ** <u><a href="mailto:r.rooke@mckercher.ca">r.rooke@mckercher.ca</a></u> **
101103795 Saskatchewan Ltd. c/o Stevenson Hood 500-123-2 <sup>nd</sup> Avenue South SASKATOON, S7K 7E6 Attention: Beaty Beaubier And Karen Makohoniuk	244- 0132	306-653- 1118	<u><a href="mailto:bbeaubier@SHTB-law.com">bbeaubier@SHTB-law.com</a></u> ** <u><a href="mailto:kmakohoniuk@SHTB-law.com">kmakohoniuk@SHTB-law.com</a></u> **
Hypor Inc. A Henrix Genetics Company 402 MacDonald Street REGINA, SK S4N 6E1 Gerjan.Van.Alst	306- 791- 9482	306-721- 2528	<u><a href="mailto:Gerjan.van.alst@hendrix-genetics.com">Gerjan.van.alst@hendrix-genetics.com</a></u> **
Saskatchewan Pork Development Board #2, 502-45 <sup>th</sup> Street West SASKATOON S7L 6H2	244- 7752	306-244- 1054	<u><a href="mailto:priley@saskpork.com">priley@saskpork.com</a></u> **
Thibault's Auto Ltd. Box 448 PONTIEX, SK S0N 1Z0	306- 625- 3355	306-625- 3288**	
South Country Veterinary Supplies Ltd. P.O. Box 2107 ASSINIBOIA, S0H 0B0		306-642- 3209**	
T.J. Service Ltd. Box 309 DINSMORE, S0L 0T0		306-846- 2087**	
Maximum Benefit Inc.	204-		<u><a href="mailto:Norm.shelton@johnstongroup.ca">Norm.shelton@johnstongroup.ca</a></u>

c/o Norm Shelton/Johnson Group	772-9038		
			<a href="mailto:madrek@sasktel.net">madrek@sasktel.net</a> **
ABC Fire Extinguisher Co. c/o Don Crawford, GM B3-116-103 <sup>rd</sup> Street East SASKATOON S7N 1Y7	373-3777	306-373-3809**	
Humboldt Auto Body Ltd. c/o Joseph Dutchak P.O. Box 1570 HUMBOLDT, S0K 2A0		306-682-2570	<a href="mailto:hab@sasktel.net">hab@sasktel.net</a>
Ford Credit		780-443-5358**	
Rack Petroleum Ltd. c/o Wendy Foursha P.O. Box 837 BIGGAR, S0K 0M0	306-948-1800	306-948-5091**	<a href="mailto:therack@sasktel.net">therack@sasktel.net</a>
Davies Electric c/o Sheila Pickering			<a href="mailto:Sheila.pickering@davieselectric.com">Sheila.pickering@davieselectric.com</a> **
J.J. Lamon Inc. P.O. Box 426 NORTH BATTLEFORD S9A 2Y4	306-445-3592	306-445-3398**	
Sapphire Group Watson		306-287-3330**	
North Central Rural Pipeline Association Box 278 Cudworth, SK S0K 1B0	306-256-3556	306-256-3559**	
Transall Group of Companies 100-2420-11 <sup>th</sup> Street West Saskatoon, SK S7M 1J6 (including Capital Wash Inc., EPP's Trucking Inc., Taurus Truck & Trailer Repair Ltd., and Transall Express Ltd.)	306-242-2440	306-242-2077	<a href="mailto:stevenbalzer@transallgoup.com">stevenbalzer@transallgoup.com</a> **
JR Livestock Consultants (Finer Feeds) 430 Dawson Road Winnipeg, MB	204-233-7089	204-231-0214	<a href="mailto:rhovdalo@jrlivestockconsultants.com">rhovdalo@jrlivestockconsultants.com</a> **
SaskEnergy Legal Department Attention: Terry Jordan	306-777-9063	306-565-3332**	<a href="mailto:tjordan@saskenergy.com">tjordan@saskenergy.com</a>

1000-1777 Victoria Ave. Regina, SK S4P 4K5			
Cummins Western Canada 11751-181 <sup>st</sup> Street EDMONTON, AB T5S 2K5	780- 455- 2151 x213	780-455- 2270	<a href="mailto:Charlie.a.sherman@cummins.com">Charlie.a.sherman@cummins.com</a> **
Panther Wash Equipment 4-210-48 <sup>th</sup> Street E SASKATOON S7K 6A4	242- 6622	934-8204**	
Bunz Electric Box 279 Muenster, S0K 2Y0	306- 682- 4588	306-682- 3414	<a href="mailto:bunzelectric@sasktel.net">bunzelectric@sasktel.net</a> **
TSL Mechanical Box 640, 22 Industrial Dr. LANIGAN, S0K 2M0	306- 365- 3127	306-365- 3422	<a href="mailto:tsl@sasktel.net">tsl@sasktel.net</a> **
Bruce Haresign			<a href="mailto:Bruce.haresign@slt.ca">Bruce.haresign@slt.ca</a> **
Les Schmidt			<a href="mailto:heritage@eidnet.org">heritage@eidnet.org</a> **
Darrel Penner Penner Farm Services South-East Forest Products	204- 346- 9318	204-326- 1411	<a href="mailto:dpenner@pennerfarmservice.com">dpenner@pennerfarmservice.com</a> **
Earl McLaren, President Manitoba Starch Products	204- 834- 2702	204-834- 3938	<a href="mailto:emclaren@manitobastarch.com">emclaren@manitobastarch.com</a> **
Federated Cooperatives Ltd. (Judy du Chalard CMA, Credit Sup)	306- 244- 3475	244-3403 Attn: Judy duChalard **	<a href="mailto:j.DuChalard@fcl.ca">j.DuChalard@fcl.ca</a>
Ketchum Manufacturing Inc. 1245 California Ave BROCKVILLE, ON K6V 7N5	613- 342- 8455	613-342- 7550 **	
Lisa Moody Credit Manager PIC North America 100 Bluegrass Commons Blvd. Suite 2000 HENDERSONVILLE, TN 37075	615- 265- 2713	615-265- 2849	<a href="mailto:Lisa.moody@pic.com">Lisa.moody@pic.com</a> **
Roy Unger			<a href="mailto:royunger@xplornet.com">royunger@xplornet.com</a> **
Ivan Windjack EECOL Electric SASKATOON	933- 3030	242-4372	<a href="mailto:windjack@eocol.com">windjack@eocol.com</a> **
Canada Revenue Agency c/o Gordon Berscheid Justice Canada	975- 5885	975-4754	<a href="mailto:Gordon.berscheid@justice.gc.ca">Gordon.berscheid@justice.gc.ca</a> with a cc to <a href="mailto:Margaret.Smith@cra-arc.gc.ca">Margaret.Smith@cra-arc.gc.ca</a> **

Sk Regional Office 10 <sup>th</sup> Floor 123-2 <sup>nd</sup> Avenus S SASKATOON S7H 7E6			
5 West Cartruck Wash		682-5501	<a href="mailto:wentz@sasktel.net">wentz@sasktel.net</a> **
Hogeman Transport Ltd. Box 101 St. Gregor S0K 3X0 Attention: Wayne	306- 366- 2021		<a href="mailto:whogemann@sasktel.net">whogemann@sasktel.net</a> **
Bella Vista Inn, Humboldt			<a href="mailto:bellavistainn@sasktel.net">bellavistainn@sasktel.net</a> **
National Bank			<a href="mailto:JMLee@mlt.com">JMLee@mlt.com</a> ** <a href="mailto:LWiddup@mlt.com">LWiddup@mlt.com</a> **
City of North Battleford		306-445- 0411	<a href="mailto:tumbach@cityofnb.ca">tumbach@cityofnb.ca</a> **
Ron Moore, Leroy Agra Pork Co-op PO Box 219 LEROY, SK S0K 2P0	306- 286- 3654	306-286- 3828 **	
Saskatchewan Agriculture 3830 Thatcher Avenue SASKATOON S7K 2H6 Attention: Jim Boyce	933- 6885	933-7330	<a href="mailto:jboyce@agr.gov.sk.ca">jboyce@agr.gov.sk.ca</a> **
I.T.S.I. Insemination Box 149 9 Woodbury lane PRINCETON, ON N0J 1V0	519- 458- 4856		<a href="mailto:astrid@itsi-ai.com">astrid@itsi-ai.com</a> **
Leffler Excavating & Landscaping Box 385 Lanigan, SK S0K 2M0		306-365- 2095 **	
FeedRite 34 Terracon Place Winnipeg, MB R2J 4G7	1-866- 700- 4481	204-233- 9219	<a href="mailto:tmaxwell@feedrite.com">tmaxwell@feedrite.com</a> **
Doetzel Loader Service Box 31, R.R. #1 Bruno, SK S0K 0S0		306-369- 2644 **	
Gerard Stomp Quill Plains Pork Farm PO Box 429, QUILL LAKE, S0A 3L0		306-383- 2840 **	
Yellowhead Truck		937-3204	<a href="mailto:yheadtruck@sasktel.net">yheadtruck@sasktel.net</a> **
McGill's Industrial Services Inc.		306-664- 6699 **	<a href="mailto:jeff@mcgills.ca">jeff@mcgills.ca</a>

Randy Slough General Manager Limerick Co-op	306- 263- 2033		<a href="mailto:limcoop@sasktel.net">limcoop@sasktel.net</a> **
Ralph's Diesel Repair		306-366- 4740 **	<a href="mailto:ralphdiesel@sasktel.net">ralphdiesel@sasktel.net</a>
UMA Engineering c/o Don George 200-2100-8 <sup>th</sup> Street East SASKATOON, S7H 0V1	306- 657- 8814		<a href="mailto:Don.george@uma.aecom.com">Don.george@uma.aecom.com</a> **
Town of Leroy Box 40 Leroy, SK S0K 2P0	306- 286- 3288	306-286- 3400	<a href="mailto:Lerov@bogend.ca">Lerov@bogend.ca</a> **
John Deere			<a href="mailto:albertdiane@johndeere.com">albertdiane@johndeere.com</a> **
Cargill Limited c/o McDougall Gauley LLP, Regina			<a href="mailto:ekleisinger@mcdougallgauley.com">ekleisinger@mcdougallgauley.com</a> ** <a href="mailto:isutherland@mcdougallgauley.com">isutherland@mcdougallgauley.com</a> **
Sask Tel c/o Melanie Makepeace Business Representative	306- 931- 5299	306-931- 5636	<a href="mailto:Sktnmajor.accounts@sasktel.sk.ca">Sktnmajor.accounts@sasktel.sk.ca</a> **
Weir Veterinary Services Doug Weir 5603-44 <sup>th</sup> Street Lloydminster, AB T9V 0B2	780- 875- 2281	780-875- 5315	<a href="mailto:weirvet@telusplanet.net">weirvet@telusplanet.net</a> **  WMCZ Notice
Pioneer Hotel & Motel Russeell P.O. Box 1060, 627-9 <sup>th</sup> Street, HUMBOLDT S0K 2A0	306- 682- 2638	306-682- 5132**	WMCZ Notice
The Wakaw Recorder Box 9 WAKAW, SK S0K 4P0		306-233- 4386**	WMCZ Notice
Drake Meat Processors Box 29 DRAKE S0K 1H0		306-363- 2119**	WMCZ Notice
Minitube Canada Penny Box 7, INGERSOLL, ON N5C 3K1		519-485- 0340	<a href="mailto:pejensen@minitube.com">pejensen@minitube.com</a> ** WMCZ Notice
Greycat Oilfield Box 967, Battleford S0M 0E0		306-445- 6921**	WMCZ Notice
Leroy Lumber Box 188 LEROY, SK S0K 2P0		306-286- 3399**	WMCZ Notice

Prairie Pit Crew Inc. Denis Box 69 ST. DENIS, SK S0K 3W0		306-258- 2001	<a href="mailto:denis@aski.ca">denis@aski.ca</a> ** WMCZ Notice
Finer Feeds Russ Hoydalo 1402 Fletcher Rd, SASKATOON s7m 5j4			<a href="mailto:rhovdalo@irlivestockconsultants.com">rhovdalo@irlivestockconsultants.com</a> ** WMCZ Notice
Shawn Hyatt Box 456 DINSMORE S0L 0T0	306- 846- 4337	306-846- 4316	<a href="mailto:Mak in bacon@yahoo.ca">Mak in bacon@yahoo.ca</a> ** WMCZ Notice
Bruno Redi-Mix Carla Jule			<a href="mailto:erjule@hotmail.com">erjule@hotmail.com</a> ** WMCZ Notice
Warman Veterinary Services Dr. Mark Jacobson PO Box 1670 WARMAN S0K 4S0	933- 9995	933-3271	<a href="mailto:wys@warmanvetservices.ca">wys@warmanvetservices.ca</a> ** WMCZ Notice
Acklands-Grainger Inc. Box 309 DINSMORE S0L 0T0		905-731- 8151**	WMCZ Notice
Schippers Canada Ltd. Matt Beldhuis Bay 18-7102-52 <sup>nd</sup> Street LACOMBE, AB T4L 1Y9	403- 786- 9911	403-786- 9922	<a href="mailto:info@schippers.ca">info@schippers.ca</a> ** WMCZ Notice
Val Silzer S.T.C. 2041 Hamilton Street REGINA S4P 2E2	306- 787- 0236		<a href="mailto:vsilzer@stcbus.com">vsilzer@stcbus.com</a> **
Wesco Distribution Canada LP, 6000 Lougheed Highway, Burnaby, BC V5B 4V6	604- 299- 5566	604-299- 8427**	
Jacobs Corp		712-755- 7600 **	
HSBC Finance 5100 Sherbrooke St E Suite 100, Montreal, H1V 3R9	800- 361- 5783 x 3083	514-257- 5288 **	WMCZ Notice
United Parcel Services Canada Ltd. Michel Sanford 77 Foundry Street MONCTON, NB e1c 4v6	506- 877- 6566	506-877- 6645	<a href="mailto:msanford@ups.com">msanford@ups.com</a> ** WMCZ Notice

CANADA  
PROVINCE OF SASKATCHEWAN

~~DUPLICATE ORIGINAL~~

IN THE QUEEN'S BENCH  
JUDICIAL CENTRE OF SASKATOON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT 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")

**ORDER**  
**(Fourth Extension Order and**  
**Order Approving Restructuring Agreement and Sale)**

BEFORE THE HONOURABLE )  
MADAM JUSTICE A.R. ROTHERY )  
IN CHAMBERS )

✓ Thursday 29<sup>th</sup> ✓ TDP  
~~WEDNESDAY, THE 28<sup>th</sup> DAY~~  
OF MAY, 2008.

UPON THE APPLICATION of the Applicant, Stomp Pork Farm Ltd. ("Stomp"), and upon hearing M. Kim Anderson, counsel for the Applicant, Jeffrey M. Lee, counsel for National Bank of Canada, Joel A. Hesje, Q.C., counsel for Farm Credit Canada, and Ian Sutherland, Counsel for Cargill Limited, and upon hearing read the Notice of Motion dated May 23, 2008, the Amended Notice of Motion dated May 23, 2008, the Affidavit of Ivan Stomp, the Sixth Affidavit of Ivan Stomp, the Affidavit of William Wilmot, the Affidavit of Murray D' Angelo, the Second Affidavit of Murray D' Angelo, a form of Draft Order Approving Restructuring Agreement and Sale; the Draft Vesting Orders, and the Applicant's Brief of Law, all filed, and upon it appearing to this Honourable Court that the restructuring of the business and financial affairs of Stomp and its successor corporations as contemplated in the Restructuring Agreement (including the proposed sales of the assets set forth therein) are commercially reasonable;

**IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

**Notice and Service**

1. All parties entitled to notice of the application giving rise to this Order have been given proper notice of this application and have been properly served with notice of this application.

**Extension of Stay of Proceedings**

2. The Ex Parte Initial Order, as amended, and the stay of proceedings against Stomp by its creditors contained in the Initial Order shall be extended so as to expire at 11:59 p.m. on Monday June 30, 2008.

**Approval of Restructuring Agreement and Sale**

3. The terms and conditions of the Restructuring Agreement as exhibited to the Affidavit of Ivan Stomp (including the terms and conditions of all other agreements referenced therein and scheduled to the Restructuring Agreement, which shall be referred to collectively in this Order as the "Restructuring Agreement") made between Stomp, National Bank of Canada ("NBC"), Farm Credit Canada ("FCC"), Stomp Pork Farm (2008) Ltd. ("2008" or "Newco"), Titan Ventures Inc. ("Titan"), Stomp Pork Farm (USA) Inc. ("USA") and Ivan Stomp are hereby approved, ratified and confirmed.
4. Without limiting in any way the generality of the foregoing, this Court approves, ratifies and confirms the following:
  - (a) The ongoing operation of Stomp, Newco, Titan and USA in accordance with the terms and conditions of the Restructuring Agreement, including, without limiting the foregoing, provisions governing the pricing of sales from 2008 and Titan to USA;

- (b) The sale by Stomp to Newco of certain assets of Stomp:
  - (i) Such assets being identified in an Agreement of Purchase and Sale between Stomp and Newco (the "Newco PSA") being a part of the Restructuring Agreement, on terms and conditions more particularly described within the 2008 PSA;
  - (ii) The consideration to be given by Newco pursuant to the terms of the 2008 PSA;
  - (iii) The arrangements and related security whereby the purchase by Newco is financed by new credit facilities to be provided by NBC and FCC.
  
- (c) The sale by Stomp to Titan of certain assets of Stomp:
  - (i) Such assets being identified in an Agreement of Purchase and Sale between Stomp and Titan (the "Titan PSA") being a part of the Restructuring Agreement, on terms and conditions more particularly described within the Titan PSA;
  - (ii) The consideration to be given by Titan pursuant to the terms of the 2008 PSA;
  - (iii) The arrangements and related security whereby the purchase by Titan is financed by new credit facilities to be provided by NBC and FCC.
  
- (d) The sale by Stomp to USA of certain assets of Stomp:
  - (i) Such assets being identified in an Agreement of Purchase and Sale between Stomp and USA (the "USA PSA") being a part of the Restructuring Agreement, on terms and conditions more particularly described within the USA PSA;

- (ii) The consideration to be given by USA pursuant to the terms of the USA PSA;
  - (iii) The arrangements and related security whereby the purchase by USA is financed by new credit facilities to be provided by NBC and FCC.
- (e) The provision of new credit facilities by NBC and FCC to cover operating losses as may occur within Stomp, Newco, Titan and USA;
- (f) The orderly liquidation of certain surplus assets of Stomp, with the proceeds to be applied as provided for in the Restructuring Agreement;
- (g) A wind-down of active operations of Stomp:
- (i) With Stomp to retain certain fixed assets for an extended period, with a view to marketing those assets as the hog industry recovers and at a time when better value may be obtained for those assets, subject to further order of the court;
  - (ii) With Stomp to retain its entitlements to certain government programs, including but not being limited to payments under the CAIS and/or the AgriStability Program; and
  - (iii) With Ivan Stomp (or his nominee) being granted an option to purchase certain lands owned by Stomp and subject to the terms and conditions contained in the Option Agreements scheduled to the Restructuring Agreement.
- (h) Each of the transactions contemplated by the Restructuring Agreement and any and all actions of the parties to the Restructuring Agreement (and of each of them), which are, which have been, or which may be taken pursuant to, in accordance with, and in furtherance of the Restructuring Agreement and its terms and conditions.

5. The decision of Stomp to enter the Restructuring Agreement is approved and ratified, and Stomp is hereby authorized to perform its obligations and covenants thereunder.

**Closing of Sale**

6. Stomp is hereby directed to complete each of the sales of the assets (the "Sales") to SPF Newco, Titan, and to SPF USA (the "Purchasers") in material accordance with the terms of each of the Newco PSA, the Titan PSA and the USA PSA (collectively the "PSAs").
7. Stomp is hereby directed to execute such documents (including, without limitation, the discharge of registrations at the Personal Property Registry for the Province of Saskatchewan or elsewhere) as may be reasonably required in order to close the proposed sale of the assets in accordance with the terms of each of the PSAs.
8. Any financing statement, interest or notice thereof, filed or registered on or after the date of granting of this Order in respect of any of the Assets purchased under any of the Newco PSA, the Titan PSA and the USA PSA (the "Assets") shall not be effective to attach or perfect any liens or claims in, on, or upon any of the Assets, whether real or personal, and shall not apply to or encumber any of the Assets.

**Disbursement of Proceeds**

9. The proceeds realized from the purchase of the Assets by the Purchasers shall be paid by Stomp to NBC and to FCC, in accordance with the terms and conditions of the Restructuring Agreement.
10. Where proceeds arise from the disposition of property by Stomp in accordance with the other terms and conditions of the Restructuring Agreement at any time where the stay of proceedings as granted by the Initial Order, as extended, shall remain in place, such proceeds shall, unless otherwise ordered by this Court or unless otherwise provided for in any Plan of Arrangement approved by this Court, be disbursed in accordance with the terms and conditions of the Restructuring Agreement, provided that in no event shall NBC or FCC receive any sums in excess of those sums secured to each by virtue of their loan, mortgage and security agreements.

**Interpretation and Direction**

11. Leave is granted to Stomp Pork Farm Ltd. and any person affected by this Order to apply for advice or direction as to the interpretation of the Restructuring Agreement, any of the related agreements, or the enforcement or carrying out of any aspect of this Order.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 29<sup>th</sup> day of May, 2008.

  
\_\_\_\_\_  
LOCAL REGISTRAR

This Order was delivered by:

Robertson Stromberg Pedersen LLP  
Barristers and Solicitors  
600 – 105 – 21<sup>st</sup> Street East  
Saskatoon, SK S7K 0B3  
Lawyer in Charge: M. Kim Anderson  
Phone: (306) 933-1344  
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