

CANADA
PROVINCE OF SASKATCHEWAN

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

(Filing of Plan and Meeting of Creditors)

BEFORE THE HONOURABLE) FRIDAY, THE 4th DAY
MADAM JUSTICE A.R. ROTHERY) OF JULY, 2008.
IN CHAMBERS)

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., and W. Randall Rooke, Q.,C., counsel for Farm Credit Canada, Ian Sutherland, Counsel for Cargill Limited, Gordon Berscheid, counsel for the Canada Revenue Agency, Gary A. Meschischnick, counsel for the Monitor, and upon hearing read the Notice of Motion dated June 23, 2008, the Ninth Affidavit of Ivan Stomp, the Affidavit of William Wilmot, the Affidavit of Murray D' Angelo, the Second Affidavit of Murray D' Angelo, The Eighth Report of the Monitor, and a form of Draft Order (Filing of Plan and Meeting of Creditors), all filed.

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

Service and Notice of this Application

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.

Definition of Terms

2. Words and phrases contained in this Order which begin with capital letters and which are not expressly defined herein shall have the meanings ascribed thereto in the Amended Ex Parte Initial Order and in the Claims Procedure Order.

Extension of Stay of Proceedings

3. The Amended Ex Parte Initial Order (the "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 Friday, August 29, 2008.

Filing of Plan of Arrangement

4. The Plan of Compromise and Arrangement of Stomp to its creditors (the "Plan"), substantially in the form attached and marked as Schedule "A" hereto, is hereby accepted for filing and Stomp shall proceed to seek approval of the Plan in the manner set forth in this Order.
5. Stomp is hereby authorized to make any modification, amendment or supplement to the Plan in such a manner as to enhance or improve the anticipated recovery by the creditors of Stomp under the Plan (a "Plan Enhancement") without the need for Stomp obtaining an Order of the Court authorizing or approving of such Plan Enhancement. In such event, notice of such Plan Enhancement may be delivered by Stomp by way of a supplementary

plan or plans of compromise or arrangement or both filed with the Court at any time or from time to time prior to the date of the meeting of creditors to be held for the purposes of approving the Plan, (the "Creditors' Meeting") in which case any such supplementary plan or plans of compromise or arrangement or both shall, for all purposes, be deemed to be a part of and incorporated into the Plan. Stomp may give notice of such Plan Enhancement by notice in writing which shall be sufficient if given to those Creditors present at such Meeting in person or by proxy or who have filed a Voting Letter with the Monitor prior to the date of such proposed Plan Enhancement Amendment.

6. Any proposed modification, amendment or supplement to the Plan which is reasonably anticipated to have the effect of decreasing, reducing or impairing anticipated recovery under the Plan by the Affected Creditors (as defined in the Plan) shall require an Order of the Court authorizing such modification, amendment or supplement to the Plan.
7. After the Creditors' Meeting (and any resumption thereof which may occur after adjournment), and both prior to and subsequent to the Sanction Order, as that term is defined in the Plan, Stomp may at any time and from time to time vary, amend, modify or supplement the Plan without the need for obtaining an Order of the Court or providing notice to the Affected Creditors, provided that such variation, amendment, modification or supplement is of a minor, immaterial or technical nature that would not be materially prejudicial to the interests of any of the Affected Creditors under the Plan or the Sanction Order and is necessary in order to give effect to the substance of the Plan or the Sanction Order.

Preparation of Monitor's Report

8. The Monitor shall prepare a report respecting the Plan (the "Monitor's Report on Plan of Arrangement") for circulation with the Plan and the Notice of Meeting.
9. The Monitor's Report on Plan of Arrangement shall contain such analysis of the Plan, explanatory notes and recommendations to the Affected Creditors as the Monitor should consider appropriate to assist those Affected Creditors with making a determination as to whether they should vote in favour of the Plan, and as to which election they make pursuant

to the terms of the Plan. Without limiting the generality of the foregoing, the report shall contain information about the following:

- (a) The purpose of the report;
- (b) The Meeting including date, time and location;
- (c) The voting procedure for the Creditors' Meeting, including voting options, the effect of the failure of an Affected Creditor to vote at the meeting, the required majority and the requirement of court sanction of the Plan;
- (d) The Election, including the date by which the Election shall be made and the effect of the failure of an Affected Creditor to make an election;
- (e) The Immediate Payment Pool, including the terms of payment, the anticipated completion date and the manner in which claims will be discharged upon payment;
- (f) The Residual Asset Realization Pool, including the unaffected claim priorities, the balance outstanding to the Senior Secured Lenders, a forecast as to the anticipated priority claim, the terms of payment, the manner in which claims are to be discharged, and the potential for recovery; and
- (g) The Monitor's recommendations.

Notice of Meetings

10. On or before July 17, 2008, the Monitor shall deliver (in the manner prescribed herein) to each creditor entitled to vote on the Plan, copies of the following documents:

- (a) The Plan, including the Election, appended thereto;
- (b) The Monitor's Report on Plan of Arrangement;

- (c) The Notice of Meeting and Cover Letter, substantially in the form attached and marked as Schedule "B" hereto (the "Notice of Meeting"); and
- (d) The Proxy and Voting Letter, substantially in the form attached and marked as Schedule "C" hereto (the "Proxy and Voting Letter").

Delivery of Documents

11. The documents referenced in paragraph 10 may be delivered as follows:

- (a) In the case of any Affected Creditor or other Person who has filed Demand for Notice in these proceedings pursuant to the terms of the Amended Ex Parte Initial Order, by delivering such document(s) to the attention of such Affected Creditor or Person by facsimile or by email as directed in such Demand for Notice;
- (b) In the case of any Affected Creditor who has delivered a Proof of Claim, by delivering such document(s) to the attention of such Affected Creditor by facsimile or by email as directed in such Proof of Claim;
- (c) In any other case, by one of the following methods, namely:
 - (i) by sending such document(s) by prepaid regular mail in an envelope addressed to such creditor at the last known address for such Affected Creditor as employed by the Monitor for the purposes of sending notice under the Claims Procedure Order; or
 - (ii) by sending such document(s) by facsimile transmission to such Affected Creditor at the last known facsimile number for such creditor shown in the Stomp Records;

12. The Election shall be delivered to the Monitor by way of facsimile transmission to (306) 242-7844;

Conduct of Meeting

13. Stomp is hereby authorized and directed to call, hold and conduct the Creditors' Meeting on July 30, 2008, at 10:00 a.m., at the Hilton Garden Inn, Ballroom North, at Saskatoon, Saskatchewan.
14. An officer of the Monitor shall preside as the chair of the Creditors' Meeting (the "Chair") and shall decide all matters relating to the conduct of the Meeting.
15. The Quorum required at the Creditors' Meeting shall be the number of Affected Creditors present in person or by proxy.
16. If it deems it necessary or expedient to do so, the Monitor (in its sole, absolute and unfettered discretion) may appoint scrutineers and may designate a secretary for the supervision and tabulation of the attendance at, quorum at and votes cast at the Creditors' Meeting.
17. The only persons entitled to notice of or to attend, and speak at the Creditors' Meeting are the Creditors of Stomp (including, for purposes of attendance and speaking, their respective proxy holders), representatives of Stomp, the Monitor, and their respective legal counsel, accountants and financial advisors.
18. The only persons entitled to vote at the Creditors' Meeting are the Affected Creditors (including, for purposes of attendance and speaking, their respective proxy holders).
19. If a Meeting is postponed by the vote of the majority in number of the Affected Creditors present in person or by proxy, then the Creditors' Meeting shall be adjourned by the Chair to a date thereafter and to such time and place as may be appointed by the Chair.
20. Any proxy which any Affected Creditor wishes to submit in respect of any Meeting (or any adjournment thereof) must be received by the Monitor on or before 5:00 pm on the

Business Day prior to the date of Creditors' Meeting (or the adjournment thereof), or presented in person to the Chair prior to the commencement of the Creditors' Meeting.

21. The following shall be Proven Claims for the purposes of voting at the Creditors' Meeting:
 - (a) A Claim deemed to have been proven pursuant to paragraph 12 of the Claims Procedure Order;
 - (b) A Claim accepted by Stomp pursuant to paragraph 13 of the Claims Procedure Order, to the extent which it is accepted;
 - (c) A Claim which is the subject of the dispute resolution provisions of paragraph 15 of the Claims Procedure Order, to the extent which this Court has ordered that Claim to be a Proven Claim.
22. A Disputed Claim for the purposes of voting at the Creditors' Meeting shall be a Claim disputed by Stomp pursuant to paragraph 13 of the Claims Procedure Order, to the extent to which it is disputed, provided that the Affected Creditor has served a Notice of Motion as required by paragraph 15 of the Claims Procedure Order, and provided further that this Court has not yet ruled as to whether such Claim is proven.
23. Each Affected Creditor holding a Proven Claim as at July 30, 2008 may vote at the Creditors' Meeting, in person or by proxy, the amount of such Affected Creditor's Proven Claims.
24. Each Affected Creditor holding a Disputed Claim as at July 30, 2008 may, notwithstanding that a final determination with respect to such Disputed Claim has not yet been made, vote at the Creditors' Meeting, in person or by proxy, the amount of such Affected Creditor's Disputed Claim. For the purposes of clarity, where an Affected Creditor has made a Claim of which part is a Proven Claim and part is a Disputed Claim, such Affected Creditor shall vote the aggregate of such claim only, without duplication.

25. The Chair shall direct a vote, by written ballot, with respect to a resolution to approve the Plan and any amendments thereto as Stomp may consider appropriate. The ballot shall provide for, and the Chair shall keep separate records and tabulations of votes cast in respect of Proven Claims and Disputed Claims.
26. Following the vote, the Chair shall tally the vote and determine whether the Plan has been accepted by the required majority.
27. The Chair shall report to this Court by no later than 5 business days after the date of the Creditors' Meeting (as it may be adjourned) with respect to the results of the vote, including whether the Plan has been accepted by the required majority the Affected Creditors., and where approval or non-approval of the Plan by Affected Creditors shall be determined by the votes cast in respect of Disputed Claims, shall so advise the Court.
28. Any vote conducted at the Creditors' Meeting shall be binding on all Affected Creditors.
29. Subject to the following paragraph, upon approval of the Plan by the Affected Creditors, Stomp shall commence an application for an Order from this Honourable Court sanctioning the Plan (the "Sanction Order"), such application to be heard as may be directed by this Court.
30. Where approval or non-approval of the Plan by Affected Creditors shall be determined by the votes cast in respect of Disputed Claims, Stomp may seek such further direction of the Court.

Publication of Documents

31. The Monitor shall cause copies of each of this Order, the Notice of Meeting, the Plan, the Election, the Proxy and Voting Letter and the Monitor's Report on Plan of Arrangement to be posted at: *http://www.mnpdebt.ca/business/engagements/stomp_pork/default.aspx*.
32. The publication of the Monitor's Report on Plan of Arrangement as aforesaid is good and sufficient compliance with paragraph 11.7(3)(b) and (c) of the CCAA.
33. Forthwith upon issuance of this Order, Stomp shall cause copies of this Order to be served upon all parties on the Service List.

ISSUED at Saskatoon, Saskatchewan this 4th day of July, 2008.

R. ROBERTSON
DEPUTY LOCAL REGISTRAR

(Deputy) Local Registrar

TAKE NOTICE that every Order made without notice to the Respondent or a person affected by the Order except when such Order is consented to by the 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 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
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SCHEDULE "A"

Q.B. No. 363 of 2008

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PROVINCE OF SASKATCHEWAN

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CREDITORS OF STOMP PORK FARM LTD.

STOMP PORK FARM LTD.

PLAN OF COMPROMISE AND ARRANGEMENT

July 4, 2008

NOTE TO READER:

THIS PLAN SHOULD BE READ TOGETHER WITH THE MONITOR'S REPORT ON PLAN OF ARRANGEMENT

THE FOLLOWING SCHEDULES ATTACHED HERETO ARE INTEGRAL TO AND FORM PART OF THIS PLAN:

- SCHEDULE A - DEFINED TERMS AND INTERPRETATION
- SCHEDULE B - INSTRUMENT OF PROXY

THIS PLAN PROVIDES FOR TWO DISTRIBUTION POOLS. IF AN AFFECTED CREDITOR DOES NOT DELIVER THE ATTACHED ELECTION *PRIOR TO 5:00 PM (CST) ON AUGUST 22, 2008*, THE CREDITOR WILL BE DEEMED TO HAVE ELECTED TO PARTICIPATE IN THE IMMEDIATE DISTRIBUTION POOL (AS DEFINED HEREIN).

A. INTRODUCTION

1. The purpose of this Plan is to effect a compromise and arrangement of all Affected Claims of Stomp Pork Farm Ltd. ("Stomp"), and to provide for the orderly and timely distribution of the proceeds of the Residual Assets and the Residual Receivables (if any), in the expectation that all persons with an interest in Stomp will derive a greater benefit from the provisions of this Plan than would otherwise result in the context of a bankruptcy or receivership of Stomp.
2. Stomp has concluded that the Affected Creditors of Stomp will very likely obtain a greater return on their respective Claims if the Plan is approved by the Affected Creditors than the Affected Creditors would otherwise be able to obtain if the remaining assets of Stomp were distributed through a bankruptcy or receivership of Stomp, which is the most likely outcome for Stomp in the event that this Plan is not approved.
3. Creditors should review this Plan and Monitor's Report on Plan of Arrangement before voting on whether to accept or to reject this Plan. Creditors considering making election to participate in the Residual Asset Realization Pool (as discussed below) should examine the Residual Asset Realization Mortgage and the Administration Agreement which, once finalized, will be posted on the Monitor's website at:

http://www.mnpdebt.ca/business/engagements/stomp_pork/default.aspx.

4. The Affected Creditors will be dealt with as one class.
5. It is a condition of the Plan that the Plan must be approved by the Creditors. If that does not occur, and if that condition is not waived by Stomp, the result will be that the Plan will fail.
6. Stomp believes that it is likely that a receivership and or bankruptcy and subsequent liquidation of the assets of Stomp will occur if the Plan is not approved.
7. The compromises of the Affected Claims contemplated by this Plan are to be effected under the CCAA.

B. BACKGROUND TO THE CCAA PROCEEDINGS

8. Stomp's head offices and primary place of business are located in the Rural Municipality of Leroy, Saskatchewan.
9. Stomp has operated primarily in the business of pork production, out of a number of facilities in Saskatchewan, as well as the United States. Stomp first began producing hogs in 1985, with a 450 sow operation. Over the years, the operations grew and expanded, to an operation based on approximately 27,000 sows.
10. Stomp was incorporated in 1985, and began a slow process of expansion between 1989 and 2001. In 2004 an opportunity arose for Stomp to purchase Heartland Pork Management Services Ltd. ("Heartland Pork") from what was then the Saskatchewan Wheat Pool.

11. Originally, the assets of Heartland Pork were acquired and operating under Sterling Pork Farm Ltd. However, in April of 2006, Sterling Pork Farm Ltd. and Stomp Pork Farm Ltd. amalgamated into Stomp, which continued operations on a going forward basis.
12. The acquisition of Heartland increased capacity from 7,500 sows to 27,000 sows.
13. Shortly after Stomp's acquisition of Heartland Pork's assets, the hog industry began to experience significant changes, particularly in the area of pork packing. Canadian packers began to consolidate, as a result of which many Canadian producers began looking to the United States for more cost-effective packing.
14. Stomp followed this trend and its US operations began to expand. It entered into a number of arrangements in the United States whereby it would lease a number of finishing facilities from a variety of US operators. These facilities were located in the states of Iowa, Minnesota and South Dakota.
15. Under this system hogs were bred, born and raised in Stomp's Saskatchewan facilities and were then shipped to the United States to grow further, before being processed.
16. At the peak of its operations, Stomp employed in excess of 250 employees in its Saskatchewan operations. By early 2008, Stomp had a staff of approximately 185 employees. Stomp owned 53 properties throughout the province.
17. In 2007, Stomp's financial performance began to deteriorate.
18. One cause was a substantial decline in the market price of hogs, attributable to a number of factors, including a surplus hog inventory in North America, weak demand, a substantial increase in the value of the Canadian dollar, substantial uncertainty over the future of the proposed U. S. farm bill which, if enacted, will result in country of origin labelling regulations affecting Canadian hogs.
19. A second cause was a substantial increase in the cost of hog production. Over the course of a year, feed costs rose from approximately \$55.00 to \$95.00 per animal. The causes of this increase included a decline in international production, traditional crops (such as wheat) being used for bio-fuel purposes (like ethanol), and the increased international demand for cereals.
20. Although Stomp's management and industry practices remained relatively constant, commencing in late 2007, market variables reduced Stomp from a reasonably profitable corporation to one running a substantial operating loss.
21. By March of 2008, circumstances beyond the control of management had rendered Stomp insolvent.
22. Pursuant to the CCAA, on March 27, 2008, Stomp obtained an Amended Ex Parte Initial Order (the "Initial Order") from the Court granting to Stomp a stay of proceedings against it by its creditors. Between March 27, 2008 and May 28, 2008, the Court has granted various additional Orders to Stomp within the CCAA Proceedings and has extended to June 30, 2008 the stay of proceedings against Stomp by its creditors.

23. On May 28, 2008, the Court granted the Restructuring Approval Order, whereby certain assets of Stomp were sold to three new corporations for the purposes of carrying on a significant portion of Stomp's operation with the support of Stomp's Senior Secured Lenders.
24. As part of the restructuring approved by the Court, the Senior Secured Lenders have also agreed to fund operating losses within Stomp for the purposes of winding down its residual operations.
25. As part of that wind-down process, Stomp is liquidating the unpurchased hog inventory and certain excess personal property, with proceeds being used to fund the wind down costs.
26. At the conclusion of that process, Stomp's personal property will be exhausted, save for receivables owing to Stomp by the new operating companies. As these are fully subsumed in the security held by the Senior Secured Lenders, and as it is highly unlikely that the debt owing to the Senior Secured Lenders will be satisfied prior to payment of these receivables, all that will effectively remain is a number of hog barns, together with the land upon which they are situated, and a feed mill, located in North Battleford, Saskatchewan.
27. It is Stomp's opinion that the best chance of realizing a return on these Residual Assets is to await a return to profitability in the hog industry, and a corresponding increase in the market value of these Residual Assets.
28. While the sale of assets resulted in the paydown of significant indebtedness owing to the Senior Secured Lenders, there is still substantial debt owing to each.
29. Accordingly, the Senior Secured Lenders will have first call on the proceeds of any realization, until such time as their debt is satisfied.
30. Thereafter, if there is excess value in the assets, it will be available to be shared among the subordinate creditors who will include the unsecured creditors and those secured creditors whose security will be exhausted (due to their subordinate priority) before the Senior Secured Lenders are paid in full. The possibility of any excess value is extremely uncertain, as there may be insufficient realization proceeds available to liquidate the debt owing to the Senior Secured Lenders.

C. PURPOSE OF THE PLAN

31. The purpose of this Plan is to effect a compromise of all Claims against Stomp (other than Unaffected Claims), and to provide for the orderly and timely distribution of the proceeds of the Residual Assets (and if any, the Residual Receivables), in the expectation that all Persons with an interest in Stomp will derive a greater benefit from the provisions of this Plan than would otherwise result in the context of a bankruptcy of Stomp.

D. PURCHASE MONEY SECURED CREDITORS

32. Certain Creditors hold a purchase money security interest in personal property owned by Stomp.

33. Prior to the Claims Bar Date of July 16, 2008, Stomp will, in the case of each contract with such Creditors either:
- (a) Where Stomp considers it advisable to do so for the purposes of preserving equity in the property covered by the agreement, pay out the contract and acquire the Creditor's rights in the property (provided that no such payment shall be made without the consent of the Monitor); or
 - (b) Surrender the property in satisfaction of the Creditor's claim.
34. As a result of this process it is anticipated that none of the Creditors claiming a purchase money security interest in this property will be Affected Creditors for the purpose of the Plan.

E. UNAFFECTED CLAIMS

35. There are certain Claims which will rank in priority to those of other creditors, which will be Unaffected Claims under this Plan.

1. Crown Priority Claims

36. Within six months after the Confirmation Date, Stomp shall pay in full to Her Majesty in Right of Canada or of a province all amounts of a kind that could be subject to a demand under subsection 224(1.2) of the *Income Tax Act* (Canada) or under any substantially similar provision of any provincial legislation and that were outstanding on the Commencement Date.

2. Municipal Tax Claims

37. Any municipality or board commission or corporation created by a municipality whose Claim is secured at the Commencement Date by a lien against the land and improvements of Stomp is unaffected by this proposal.

3. Senior Secured Lenders

38. There is substantial debt owing by Stomp to the Senior Secured Lenders, who, subject to a priority agreement between them hold a security in priority to all other Creditors (save for a small number of purchase money security claims as against personal property).
39. There is a serious possibility that disposition of Stomp's remaining assets will fail to generate sufficient proceeds to pay out the Senior Secured Lenders. Regardless of the outcome, the Senior Secured Lenders have first call on disposition proceeds, which will continue to be paid to the Senior Secured Lenders for the foreseeable future.
40. In view of this, and the need to minimize administration costs within the Plan, so as to maximize the possibility of return to the Affected Creditors, the Senior Secured Lenders will be Unaffected Creditors.

4. Status of Unaffected Creditors

41. Any Creditor with an Unaffected Claim shall not be entitled to vote at the Creditors' Meeting nor to receive any distributions under this Plan in respect of such Unaffected Claim.

F. AFFECTED CLAIMS

1. Classification of Creditors

42. For the purposes of receiving distributions or other treatment under the Plan, there shall be one class of Creditors, being all Creditors with an Affected Claim.

2. Creditors' Meeting

43. The Creditors' Meeting shall be held in accordance with this Plan and shall be governed by the provisions of the Meeting Order (a copy of which is set out in Appendix 2).

3. Approval by Creditors

44. Stomp will seek approval of this Plan by the affirmative vote of the Required Majority of Affected Creditors, in order that, subject to the sanctioning of this Plan pursuant to the CCAA and the terms hereof, this Plan becomes binding on Stomp and all Persons with Affected Claims as of the Effective Date.

G. TREATMENT OF AND DISTRIBUTIONS TO AFFECTED CREDITORS

1. Compromise of Creditor Claims

45. For purpose of this Plan, Affected Creditors shall receive the treatment provided in this Section E, and, as of the Effective Date, all Claims, other than Unaffected Claims, will be settled in accordance with the terms hereof.

2. Immediate Payment Pool

46. For the purposes of effecting an immediate payment to those Affected Creditors who should elect to participate:

- (a) On the Effective Date, Stomp will deposit \$50,000 into the Immediate Payment Pool.
- (b) The Immediate Payment Pool shall be administered by Stomp, in accordance with the terms of this Plan, the Sanction Order and any other Order of the Court made in CCAA Proceedings.
- (c) Stomp shall distribute the funds in the Immediate Payment Pool to those Affected Creditors who have elected to receive payment from the Immediate Payment Pool in full and final satisfaction of their claim in accordance with paragraph 62.

3. Residual Asset Realization Pool

47. Stomp shall, in consultation with the Senior Secured Lenders, continue to liquidate and realize upon its remaining Assets. It is contemplated that this process will take several years to complete.
48. It is anticipated that all personal property owned by Stomp will be liquidated quickly and long before the Unaffected Claims are paid in full.
49. The proceeds of realization shall be first applied to pay the costs of winding down Stomp's operations and Post Filing Amounts and on account of other Unaffected Claims (including the indebtedness owing to the Senior Secured Lenders).
50. Accordingly, to facilitate distribution to those creditors who elect to participate in the Residual Asset Realization Pool, the following will occur:
 - (a) Stomp will grant an interest-free mortgage of the Residual Assets (the "Residual Asset Realization Mortgage"), subordinate in interest to the interests held by the Senior Secured Lenders and to the option to purchase provided for in the Restructuring Approval Order;
 - (b) The Residual Asset Realization Mortgage will provide that it secures an amount equal to the aggregate sum owing to those Affected Creditors who elect to participate in the Residual Asset Realization Pool, and will further provide that the obligation to pay by Stomp shall be limited to the proceeds of the Residual Assets, and that the obligations thereunder (save for the payment of proceeds) will cease upon the sale by Stomp (or by the Senior Secured Lenders or by Order of the Court) of the last of the Residual Assets. There will be, accordingly, no claim for any deficiency or upon the covenant to pay.
 - (c) The Residual Asset Realization Mortgage will be granted to an Administrator (to be proposed by Stomp and approved by the Court) which shall administer the Residual Asset Realization Mortgage on behalf of the members of the Residual Asset Realization Pool. The Administrator (and any other member of the Residual Asset Realization Pool) will retain a right to bid on, and to purchase any of the mortgaged assets should it so desire. The Administrator will be entitled to reasonable compensation for its services as provided for in the Administration Agreement (as defined in the following paragraph) and as approved by the Court.
 - (d) The Administrator will enter into an agreement with the Senior Secured Lenders and with Stomp (the "Administration Agreement") whereby the Administrator will, in relevant part, agree until such time as the Senior Secured Lenders are paid in full, to:
 - (i) Refrain from taking any enforcement action under the Residual Asset Realization Mortgage;

- (ii) Consent to such sales of the Residual Assets as may be arranged by Stomp or the Senior Secured Lenders in Accordance with the terms of the Administration Agreement; and
- (iii) Provide such discharges or partial discharges of the Residual Asset Realization Mortgage as may be necessary to permit the closing of any sale of all or part of the Residual Assets;

and whereby Stomp and the Senior Secured Lenders will, in relevant part agree with the Administrator that the Residual Assets will be sold in a commercially reasonable manner, that save for circumstances where an unsolicited offer should be received for the mortgaged assets (in which certain price safeguards will apply), they will be sold through a process involving public exposure to the marketplace which shall include sale by advertised public tender and/or sale by way of public listing whereby offers received by Stomp will be disclosed to the Administrator prior to acceptance.

- (e) The Administration Agreement will also provide that in the (unlikely) event that at such time as the Unaffected Claims are paid in full, the receivables owing to Stomp by Stomp Pork Farm (2008) Ltd. and/or Titan Ventures Inc., Stomp Pork Farm (USA) Inc. are not paid in full, (the balance owing at such time being the "Residual Receivables") the security held by the Senior Secured Lenders in the Residual Receivables shall be assigned to the Administrator for the benefit of those Affected Creditors who have elected to participate in the Residual Asset Realization Pool (or in the alternative, new security over the Residual Receivables will be granted by Stomp to the Administrator), in which case, the amount owing to Stomp shall be administered and distributed in the same manner as the Residual Assets. The Administration Agreement will further provide that, as with the Residual Asset Realization Mortgage, the security assigned to the Administrator relating to the Residual Receivables will, from and after the date of assignment, secure an amount equal to the aggregate sum owing to those Affected Creditors who elect to participate in the Residual Asset Realization Pool, and will further provide that the obligation to pay by Stomp shall be limited to the proceeds of the security, and that the obligations thereunder (save for the payment of proceeds) will cease upon the collection by Stomp (or by the Administrator or by Order of the Court) of the last of the Residual Receivables. There will be, accordingly, no claim for any deficiency or upon the covenant to pay.
- (f) The Administrator, Stomp and the Senior Secured Lenders may enter into other agreements relating to the purchase of the Residual Assets and/or the Residual Receivables (if any) so long as the terms of any such agreement are no less advantageous to Stomp than an unsolicited offer made by a Third Party which Stomp (and the Senior Secured Lenders) would be prepared to accept.
- (g) In the event that the Senior Secured Lenders should be paid in full, and in the event that there are any remaining Residual Assets and/or any Residual Receivables Stomp will consult with the Administrator with respect to any further sales of such remaining Residual Assets and or the collection of any Residual Receivables, and/or any further proceeds of the Residual Assets and/or Residual Receivables will be paid

to the Administrator, for distribution to the members of the Residual Asset Realization Pool, on a pro-rata basis in accordance with paragraph 66(e).

51. The Administrator:

- (a) Shall not have any duties or responsibilities except those set forth in the Administration Agreement;
- (b) May act or refrain from acting in respect of any matter referred to in the Administration Agreement in full reliance on and by and with the advice of counsel which may be selected by it and shall be fully protected in so acting or refraining from acting on the advice of counsel; and
- (c) Shall not be liable to any Person (including but not limited to any Affected Creditor in the Residual Asset Realization Pool) for any error in judgment, any act done or any step taken or omitted to be taken on the advice of independent counsel of its choice or otherwise done in good faith, nor for any mistake of fact or law or anything else which it may do or refrain from doing in connection with the Administration Agreement or in respect of the administration of the Residual Asset Realization Mortgage the Residual Receivables, the Residual Asset Proceeds, or the Residual Receivable Proceeds, except for breach of the Administration Agreement or wilful misconduct.

52. The form of mortgage and Administration Agreement will be available for review by the Affected Creditors prior to the Creditor's Meeting.

4. Distribution Pool Elections

53. All Affected Creditors shall constitute a single class under the Plan for all purposes and, subject to approval of the Plan and the satisfaction of the other requirements of paragraphs 83 and 84 each Affected Creditor may, at its option, make either (but not both) of the following elections using the Election to Claim form:

- (a) Immediate Payment Pool Election: If an Affected Creditor wishes to receive the applicable amount from the Immediate Payment Pool as referred to in paragraph 62, it shall mark the box in such Affected Creditor's Election to Claim form (Appendix 1) which is labelled "Immediate Payment Pool Election: The undersigned hereby elects to receive the applicable amount referred to in paragraph 62 of the Plan" and send its completed Election to Claim form to the Monitor so that it is received by the Monitor before 5:00 p.m. Central Standard Time, August 22, 2008.

OR

- (b) Residual Asset Realization Pool Election: If an Affected Creditor wishes to forego its right to receive any amount from the Immediate Payment Pool referred to in paragraph 62, and instead participate in the Residual Asset Realization Pool referred to in paragraph 66(e) (to the extent that there may be funds available for distribution to the Residual Asset Realization Pool) it shall mark the box in such Creditor's Election to Claim form (Appendix 1) which is labelled "Residual Asset Realization Election: The undersigned hereby elects to participate in the Residual Asset

Realization Pool referred to in paragraph 66(e) of the Plan" and send its completed Election to Claim form to the Monitor so that it is received by the Monitor before 5:00 p.m. Central Standard Time, August 22, 2008.

54. Each Affected Creditor with a proven Claim, who has not provided the Monitor with an Election to Claim form by 5:00 p.m. Central Standard Time, on August 22, 2008, will receive, in full and final satisfaction of its Affected Claims, payment of its pro-rata share of the Immediate Payment Pool in respect of its Proven Claims in accordance with paragraph 62.

5. Value of Claims for Distribution Purposes

55. The value of a Proven Claim for distribution purposes shall be determined in accordance with the provisions of the Claims Procedure.

6. Loss of Right to Receive Distributions

56. Subject to paragraph 69, any Creditor whose claim is not proven in accordance with the procedures and within the time limits set out in the Claims Procedure Order on or before to the Claims Bar Date shall not be entitled to or receive any distributions under this Plan in respect of such unproven Claim and on the Effective Date, such Claims of such Creditor shall be irrevocably released and discharged pursuant to the terms of this Plan and the Claims Procedure Order, and shall be conclusively and irrevocably be forever barred and any such Creditor shall have no recourse thereafter in respect thereof.

7. Interest on Claims

57. Interest shall not accrue or be paid on any Affected Claims after the Commencement Date, and holders of Affected Claims shall only be entitled to interest accruing on or before the Commencement Date on any such Affected Claims. All Claims in respect of interest on Affected Claims after the Commencement Date shall be discharged and extinguished on the Effective Date.

8. Distributions by Stomp

58. Stomp shall make all distributions required under this Plan (subject to the provisions of Section G and Section H)

9. Delivery of Distributions

59. Distributions to holders of Proven Claims who are entitled to receive distributions shall be made by Stomp (in the case of distributions pursuant to the Immediate Payment Pool) and by the Administrator (in the case of distributions pursuant to the Residual Asset Realization Pool). Distributions shall be made by cheque sent by prepaid ordinary mail: (i) to the address set forth on the Proof of Claim filed by Affected Creditors with Proven Claims, or (ii) to the addresses set forth in any written notices of address change delivered to Stomp (or the Administrator as the case may be) after the date of any related Notice of Claim or Proof of Claim; or (iii) if no address has been provided by an affected Creditor during the claims process, to the most recent address found in Stomp's records. If any Affected

Creditor's distribution is returned as undeliverable, no further distributions to such Affected Creditor shall be made unless and until Stomp (or the Administrator) is notified of such Affected Creditor's then current address, at which time all missed distributions shall be made to such Affected Creditor without interest. All claims for undeliverable distributions in respect of Proven Claims must be made on or before the expiration of twelve (12) months following the Effective Date, after which date the Proven Claim of any Affected Creditor or successor of such Affected Creditor with respect to such unclaimed distributions shall be discharged and forever barred, notwithstanding any federal or provincial laws to the contrary, and any such undeliverable distributions shall be returned to Stomp (or to the Administrator) for pro-rata distribution to the other members of the applicable pool (provided that such distribution is economically feasible and where distribution is not economically feasible, the undeliverable distributions will be paid by Stomp to the Senior Secured Lenders on account of Stomp's indebtedness thereto). Nothing contained in this Plan shall require Stomp or the Administrator to attempt to locate any holder of a Proven Claim.

60. Assignment of rights to distribution is not permitted under this Plan. Where an Affected Creditor should change its name or amalgamate, such Affected Creditor shall provide immediate written notice to Stomp or to the Administrator (as the case may be).

10. Withholding and Reporting Requirements

61. In connection with this Plan and all distributions hereunder, Stomp shall, to the extent applicable, comply with all tax withholding and reporting requirements imposed by any federal or provincial taxing authority, with respect to distributions hereunder, if any. Stomp shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. Notwithstanding any other provision of this Plan: (i) each holder of a Proven Claim that is to receive a distribution pursuant to this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed by any governmental authority, including income, withholding and other Tax obligations, on account of such distribution, and (ii) no distribution shall be made to or on behalf of such holder pursuant to this Plan unless and until such holder has made, arrangements satisfactory to Stomp and the Monitor for the payment and satisfaction of such Tax obligations. Any distributions to be distributed pursuant to this Plan shall, pending the implementation of such arrangements, be treated as an undeliverable distribution pursuant to paragraph 59. It is Stomp's intent that distributions under this Plan to holders of Proven Claims are in respect of, and to be applied to, principal first and then interest.

H. PAYMENT OF DISTRIBUTIONS TO CREDITORS

1. Distribution of Immediate Payment Pool

62. Any Affected Creditor with a Proven Claim making an election under paragraph 53(a) will receive a payment from the Immediate Payment Pool of the actual amount of its Proven Claim to a maximum of \$100 plus, for any Proven Claim in excess of \$100, its pro rata share of the balance of the Immediate Payment Pool. Subject to paragraph 69, such payment shall be paid within 30 days of the Effective Date in full and final satisfaction of

its Proven Claim. A Person who receives payment in accordance this section shall not be entitled to any other payment or consideration with respect to such Person's Affected Claims and such Person's Affected Claims shall be discharged and extinguished upon issuance by Stomp of the payment set out above in this section.

2. Composition and Distribution of Residual Asset Realization Pool

63. From and after the Effective Date, Stomp will continue to wind down its operations and to sell its remaining assets in a timely and orderly fashion, in consultation with the Senior Secured Lenders.
64. Save as otherwise provided herein, the proceeds of disposition will be used to pay the ongoing obligations of Stomp, including, but not being limited to unsatisfied costs secured by any charge or charges created by the Initial Order, the costs of winding down, post-application obligations, and the priority claims of the Crown and/or municipalities. Any proceeds surplus to those obligations will be paid to the Senior Secured Lenders in reduction of Stomp's obligations to those lenders.
65. The Residual Assets and Residual Receivables (if any) will be sold, collected and realized upon by Stomp in consultation only with the Senior Secured Lenders and the Administrator who will retain realization rights under their security (subject to the terms of the Administration Agreement).
66. Each and every time a Residual Asset is realized upon, Stomp will apply the Residual Asset Proceeds in the following order:
 - (a) On account of any and all Taxes payable as a result of the disposition of the asset, if any.
 - (b) On account of any and all costs associated with the disposition of the asset, including agent's fees, legal fees and all disbursements and adjustments associated with sale of the asset;
 - (c) On account of any reasonable costs paid or incurred by Stomp in order to preserve the asset, such costs to include, but not be limited to real property taxes, utility costs, insurance costs, inspection and monitoring costs and repair and maintenance costs;
 - (d) On account of the amount owing to the holders of the Unaffected Claims;
 - (e) On account of the amount secured by the Residual Asset Realization Mortgage to the Administrator, for pro rata distribution to those Affected Creditors who have filed a Notice of Election with the Monitor pursuant to paragraph 53(b) which, for greater certainty, shall only be paid out of Residual Asset Proceeds once the Claims of the Unaffected Creditors, together with accrued interest, have been paid in full; and

Residual Asset Proceeds will be applied on an ongoing basis in accordance with paragraph 66(e), until such time as all Residual Assets are disposed of, at which point Stomp shall first apply the remainder of the Residual Asset proceeds as required by paragraph 66(e), and then shall deliver written notification that the Residual Assets are exhausted to the

Administrator and to those Affected Creditors which have elected to participate in the Residual Asset Realization Pool.

67. As the Residual Receivables (if any) shall be collected or realized upon, Stomp will apply the Residual Receivable Proceeds in the following order:
- (a) On account of any and all costs associated with collection and/or realization, including agent's fees, legal fees and all disbursements and adjustments associated with sale of the asset;
 - (b) On account of any reasonable costs paid or incurred by Stomp in order to preserve the Residual Receivables or the security relating thereto, such costs to include, but not limited to collection costs, registration costs and monitoring costs;
 - (c) On account of the amount secured by the security assigned to the Administrator (as referenced in the Administration Agreement) for pro rata distribution to those Affected Creditors who have filed a Notice of Election with the Monitor pursuant to paragraph 53(b); and

Residual Receivables Proceeds will be applied on an ongoing basis in accordance with paragraph 66(e), until such time as all Residual Receivables are collected or realized upon, at which point Stomp shall first apply the remainder of the Residual Receivable Proceeds as required by paragraph 66(e), and then shall deliver written notification that the Residual Receivables are exhausted or unrealizable and/or uncollectible, such notice to be delivered to the Administrator and to those Affected Creditors which have elected to participate in the Residual Asset Realization Pool.

68. Upon notification by Stomp that the Residual Assets are exhausted, and in the event that there are Residual Receivables, that the Residual Receivables (or the security held therefore) are exhausted or are unrealizable and/or uncollectible, all Affected Creditors who have elected to participate in the Residual Asset Realization Pool shall not be entitled to any other payment or consideration with respect to such Person's Affected Claims and such Person's Affected Claims shall be discharged and extinguished.

3. Disputed Claims

69. Where a Disputed Claim has not become a Proven Claim on the date of any distribution to Affected Creditors participating in the Immediate Payment Pool, Stomp will reserve sufficient cash from the pool to distribute to the Affected Creditor its pro-rata share in respect of such Disputed Claim in the event that such Disputed Claim becomes a Proven Claim. If the Disputed Claim becomes a Proven Claim in whole or in part in accordance with the Claims Procedure after the applicable distribution date, the cash reserved in respect of such Disputed Claim (or an appropriate portion thereof) will be distributed to such Creditor. If the Disputed Claim is ultimately disallowed in whole or in part in accordance with the Claims Procedure after such distribution date, any cash reserved in respect of such Disputed Claim (or the appropriate portion thereof) will become available again for distribution from the relevant Pool where it is economically feasible to do so. Where it is not economically feasible to make distribution in the Immediate Payment Pool, Stomp shall pay such funds to the Senior Secured Lenders on account of its indebtedness thereto.;

70. Where a Disputed Claim has not become a Proven Claim on the date for execution of the Residual Asset Realization Mortgage and where the Affected Creditor has elected to participate in the Residual Asset Realization Pool, the amount to be secured by the mortgage shall be set at an amount equal to the aggregate of the Proven Claims of those Affected Creditors which have elected to participate in such pool (as at the date of execution of the mortgage). Thereafter, any Disputed Claim which is resolved in favour of the Affected Creditor (by court order or by agreement) shall become a Proven Claim for the purposes of this Plan and for the purposes of distribution within the Residual Asset Realization Pool. Upon the entirety of the Disputed Claims of Creditors electing into the Residual Asset Realization Pool being finally determined by the Court, or by agreement of the Affected Creditor, the Monitor, and Stomp (in which case, such Claim shall thereafter be a Proven Claim) Stomp shall execute a mortgage amending agreement. The mortgage amending agreement will provide that the sum secured by the Residual Asset Realization Mortgage shall be increased by the amount of any Claims which have become Proven Claims after the date of execution of the Residual Asset Realization Mortgage, and will be registered against the Residual Assets. Until such time as all Disputed Claims are resolved and the amending agreement is executed, there will be no distribution to any member of the Residual Asset Realization Pool.

I. RELEASE AND EXTINCTION OF CLAIMS

1. Plan Releases

71. Upon the implementation of this Plan on the Effective Date (subject to the provisions of paragraph 30 of the Initial Order respecting taxation of accounts), the following Persons, (being herein referred to individually as a "Released Party"): (i) Stomp and its legal counsel and financial advisors; (ii) the Monitor and its legal counsel in the CCAA Proceedings; (iii) present and former directors, officers and employees of; and (iv) any Person claimed to be liable derivatively through any or all of the foregoing Persons; shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, including without limitation, any and all Claims in respect of statutory liabilities of present and former directors, officers and employees of Stomp, and any alleged fiduciary or other duty, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Effective Date in any way relating to, arising out of or in connection with Claims, the business and affairs of Stomp, this Plan and the CCAA Proceedings to the full extent permitted by law, and all claims arising out of such actions or omissions shall be forever waived and released (other than the right to enforce Stomp's obligations under the Plan or any related document) provided that nothing herein:

- (a) shall release or discharge a Released Party from an Unaffected Claim or shall release or discharge Stomp from or in respect of its obligations under this Plan; or
- (b) shall affect the right of any Person:

- (i) to recover indemnity from any insurance coverage under which that Person is an insured, or
- (ii) to obtain recovery on a Claim against a Released Party from any insurance coverage pursuant to which that Released Party is an insured,

but, for certainty, any Claim to which an insurer is or would otherwise be subrogated is released hereunder and the recovery to which such Person shall be entitled shall be limited to the proceeds of insurance actually paid by the insurer with respect to the Claim;

and provided further, however, that, notwithstanding the foregoing releases under the Plan, any Claim shall remain subject to any right of set-off that otherwise would be available to the Person against whom such Claim is asserted.

2. Release of the Administrator

72. Upon the following having occurred:

- (a) The sale of the last of the Residual Assets and (if applicable) the distribution of any remaining Residual Assets Proceeds to the Residual Asset Realization Pool as contemplated by paragraph 66(e), the full and complete discharge of the Residual Asset Realization Mortgage and the delivery of the notification that the Residual Assets are exhausted as provided for in paragraph 66; and
- (b) In the event there should be any Residual Receivables, the delivery of the notification that the Residual Receivables are exhausted or are unrealizable and/or uncollectible, as provided for in paragraph 67;

the Administrator shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, including without limitation, any alleged fiduciary or other duty, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Administrator Release Date in any way relating to, arising out of or in connection with Claims, the business and affairs of Stomp, this Plan, the Administration Agreement, the Residual Asset Realization Mortgage, the Residual Receivables, the Residual Asset Proceeds and the CCAA Proceedings to the full extent permitted by law, and all claims arising out of such actions or omissions shall be forever waived and released.

3. Injunction Related to Releases

73. The Sanction Order will enjoin the prosecution, whether directly, derivatively or otherwise, of any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action,

liability or interest, including, without limitation, any Claim released, discharged or terminated pursuant to this Plan.

4. Extinction of Claims

74. As and from the Effective Date, the treatment of Affected Claims under this Plan shall be final and binding on all Persons affected by this Plan (and their respective heirs, executors, administrators, legal personal representatives, successors and assigns), and, upon implementation of this Plan on the Effective Date, all Affected Claims and any and all security held in support thereof, shall be discharged and released, excepting only the obligations to make distributions in respect of such Affected Claims in the manner and to the extent provided for in this Plan.

J. MISCELLANEOUS

5. Confirmation of Plan

75. Provided that this Plan is approved by the Required Majority of the Affected Creditors with Proven Claims (and, if applicable, Disputed Claims), Stomp will seek the Sanction Order for the sanction and approval of this Plan; and subject only to the satisfaction of those conditions precedent to the implementation of this Plan described in paragraph 83 as may be waived in accordance with paragraph 84 this Plan will be implemented by Stomp and will be binding upon Stomp in respect of all Affected Claims.

6. Paramountcy

76. Subject to the last sentence of this paragraph from and after the Effective Date, any conflict between this Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, loan agreement, by-laws of Stomp, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between one or more of the Affected Creditors and Stomp as at the Effective Date will be deemed to be governed by the terms, conditions and provisions of this Plan, the Residual Asset Realization Mortgage (and any amendment thereto), the Administration Agreement and the Sanction Order, which shall take precedence and priority. All Affected Creditors shall be deemed to consent to all transactions and steps contemplated in this Plan.

7. Compromise Effective for all Purposes

77. The payment, compromise or other satisfaction of any Affected Claim under this Plan, if sanctioned and approved by the Court, shall be binding upon Affected Creditors, their heirs, executors, administrators, legal personal representatives, successors and assigns.

8. Modification of Plan

78. Stomp reserves the right, at any time and from time to time, but subject to the consent of the Monitor, to amend, modify and/or supplement this Plan, provided that any such amendment, modification or supplement must be contained in a written document which is filed with the Court and (i) if made prior to the Creditors' Meeting, communicated to the

Affected Creditors at the Creditors' Meeting or as otherwise required by the Court (if so required); and (ii) if made following the Creditors' Meeting, approved by the Senior Secured Lenders and the Court.

79. Any amendment, modification, or supplement may be made following the Sanction Order by Stomp with the consent of the Monitor, provided that it only concerns a matter which, in the opinion of Stomp and the Monitor, acting reasonably, is of an administrative nature required to better give effect to the implementation of this Plan and the Sanction Order and is not adverse to the financial or economic interests of the Affected Creditors; provided, however, that any such amendment, modification, or supplement must be filed with the Court within ten days after its implementation.
80. Any supplementary plan or plans of compromise or arrangement filed with the Court and, if required by paragraphs 78 or 79, approved by the Court, shall, for all purposes, be and be deemed to be a part of and incorporated in this Plan.

9. Consents, Waivers and Agreements

81. As at 12:01 a.m. on the Effective Date, each Affected Creditor shall be deemed to have consented and to have agreed to all of the provisions of this Plan as an entirety. In particular, each such Affected Creditor shall be deemed:
- (a) to have executed and delivered to Stomp all necessary consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan as an entirety;
 - (b) to have waived any and all defaults then existing or previously committed by Stomp in any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any contract, agreement, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral and any and all amendments or supplements thereto, existing between any such Affected Creditor and Stomp and any and all notices of default and demands for payment under any instrument, including, without limitation any guarantee, shall be deemed to have been rescinded; and
 - (c) to have agreed that, if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Affected Creditor and Stomp as at such time (other than those entered into by Stomp on, or with effect from, such time) and the provisions of this Plan, then the provisions of this Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly.

82. In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

10. Conditions Precedent to Implementation of Plan

83. The implementation of this Plan is subject to the following conditions precedent, certain of which may be waived by Stomp in accordance with paragraph 84 hereof:

- (a) approval of this Plan by the Required Majority of Affected Creditors;
- (b) all applicable governmental and regulatory consents, and judicial orders including the Sanction Order and any and all filings with all governmental authorities and other regulatory authorities having jurisdiction, in each case to the effect deemed necessary or desirable for the completion of the transactions contemplated by this Plan or any aspect thereof, shall have been obtained or received;
- (c) execution and delivery of all such agreements, resolutions, documents and other instruments which are necessary to be executed and delivered by Stomp to implement this Plan and perform Stomp's obligations hereunder; and
- (d) all documents, agreements, approvals, consents and releases necessary to give effect to all material provisions of this Plan shall have been executed and delivered by all relevant Persons in form and with content satisfactory to Stomp.

11. Waiver of Conditions

84. Each of the conditions set forth in paragraph 83 (except that provided for in paragraph 83 (a) or (b)) may be waived in whole or in part by Stomp, without any other notice to parties in interest or the Court and without a hearing. The failure of Stomp to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right that may be asserted at any time.

12. Monitor's Certificate

85. After the expiry of 14 days from the date of the granting of the Sanction Order, and thereafter upon the satisfaction (or where applicable, waiver) of the conditions set out in paragraph 83 the Monitor shall file with the Court a certificate which states that all conditions precedent to paragraph 83 of this Plan have been satisfied or waived pursuant to paragraph 84 and that the Effective Date has occurred. In so certifying, the Monitor shall be entitled to rely upon representations and confirmations from Stomp.

13. Discharge of Monitor

86. Upon distribution of the amounts payable under paragraph 62 (which for clarity do not include amounts referenced in paragraph 69) and upon registration of the Residual Asset Realization Mortgage, the Monitor shall have discharged its duties as Monitor and the Monitor shall apply for its discharge as Monitor of Stomp. For greater certainty, the Monitor will not be responsible or liable for any obligations of Stomp and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Plan unless such acts have been carried out in bad faith and constitute a wilful or wrongful act or default.

14. Notices

87. Any notices or communications to be made or given hereunder shall be in writing and shall refer to, this Plan and may, subject as hereinafter provided, be made or given by personal delivery, by courier, by prepaid ordinary mail or by facsimile addressed to the respective parties as follows:

(a) if to Stomp:

Robertson Stromberg Pedersen LLP
Barristers & Solicitors
600 – 105 21st Street East
Saskatoon, SK

Attention: M. Kim Anderson
Telephone: (306) 652-7575
Fax: (306) 652-2445
E-mail: mk.anderson@thinkrsplaw.com

(a) if to a Creditor:

- (i) at the address for such Creditor specified in any Proof of Claim filed by a Creditor, or at the address set forth in any written notice of address change delivered to the Monitor after the date of delivery of any related Proof of Claim;
- (ii) at the address for such Creditor specified in any Demand for Notice filed pursuant to the terms of the Initial Order; or
- (iii) at the address for such Creditor specified in Stomp's records in the case of a known Affected Creditor or in the Proof of Claim filed by a Creditor.

if to the Monitor:

Meyers Norris Penny Limited
701 119 - 4th Ave. South
Saskatoon, Saskatchewan
S7K 5X2

Attention: Naida Kornuta, CIRP
Telephone: (306) 664-8334
Fax: (306) 242-7844
E-mail: Naida.Kornuta@mnp.ca

or to such other address as any party may from time to time notify the others in accordance with this paragraph and paragraph 59. In the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications

during such interruption may only be given or made by personal delivery or by facsimile and any notice or other communication given or made by prepaid mail within the 5 Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been given or made. All such notices and communications shall be deemed to have been received, in the case of notice by facsimile or by delivery prior to 5:00 p.m. (local time) on a Business Day, at the time of delivery or, if delivered after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and, in the case of notice mailed as aforesaid, on the fourth Business Day following the date on which such notice or other communication is mailed. The unintentional failure by Stomp to give notice contemplated hereunder to any particular Creditor shall not invalidate this Plan or any action taken by any Person pursuant to this Plan.

15. Severability of Plan Provisions

88. If, prior to the Confirmation Date, any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of Stomp, shall have the power to either (i) sever such term or provision from the balance of this Plan and provide Stomp with the option to proceed with the implementation of the balance of this Plan as of and with effect from the Effective Date, or (ii) alter or interpret such term or provision to make it valid and enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such severing, holding, alteration or interpretation, and provided Stomp proceeds with the implementation of this Plan, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such severing, holding, alteration or interpretation.

16. Revocation, Withdrawal, or Non-Consummation

89. Stomp reserves the right to revoke or withdraw this Plan at any time prior to the Confirmation Date or to file subsequent plans of compromise or arrangement. If Stomp revokes or withdraws this Plan, or if the Sanction Order is not granted, (i) this Plan shall be null and void in all respects, (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain any Claim or Claims), or any assumption, termination or repudiation of executory contracts or leases effected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void, and (iii) nothing contained in this Plan, and no acts taken in preparation for consummation of this Plan, shall (a) constitute or be deemed to constitute a waiver or release of any Claims by or against Stomp or any other Person; (b) prejudice in any manner the rights of Stomp or any other Person in any further proceedings involving Stomp; or (c) constitute an admission of any sort by Stomp or any other Person.

17. Further Assurances

90. Notwithstanding that the transactions and events set out in this Plan shall occur and be deemed to occur in the order set out herein without any additional act or formality, each of the Persons affected hereby shall make, do and execute, or cause to be made, done and

executed at the cost of the requesting party, all such further acts, deeds, agreements, transfers, assurances, instruments or, documents as may reasonably be required by Stomp in order to better implement this Plan.

18. Governing Law

91. This Plan shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein. Any questions as to the interpretation or application of this Plan and all proceedings taken in connection with this Plan and its provisions shall be subject to the exclusive jurisdiction of the Court.

19. Interpretation

92. For the purposes of this Plan:

- (a) any reference to a Contract, instrument, release, indenture, or other agreement or document as being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;
- (b) any reference to an Order or to an existing document or exhibit filed or to be filed means such Order, document or exhibit as it may have been or may be amended, modified or supplemented from time to time;
- (c) any reference to a statute includes all regulations made thereunder and all amendments to such statute or regulations in force from time to time;
- (d) the division of this Plan into Articles and Sections and the use of headings are for convenience of reference only and do not affect the construction or interpretation of this Plan;
- (e) the words "hereunder", "hereof", "hereto" and similar expressions refer to this Plan and not to any particular Article or Section and references to "Articles" or "Sections" are to Articles and Sections of this Plan;
- (f) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan;
- (g) where the context requires, a word or words importing the singular shall include the plural and vice versa; and a word or words importing the masculine gender shall include the feminine and neuter genders and vice versa;
- (h) the words "includes" and "including" are not limiting;
- (i) the phrase "may not" is prohibitive and not permissive; and
- (j) the word "or" is not exclusive.

93. In the event that any date on which any action is required to be taken under this Plan by any of the parties is not a Business Day, that action shall be required to be taken by 5:00 p.m. on the next succeeding day which is a Business Day.

94. All times expressed in this Plan are Central Standard Time unless otherwise stipulated.

20. Definitions

95. Defined terms for the purposes of this plan are set out in Schedule "A" hereto.

SCHEDULE "A"

DEFINITIONS

In this Plan, unless otherwise stated or the context otherwise requires:

"**Administration Agreement**" means the agreement to be entered into among the Administrator, the Senior Secured Lenders and Stomp as contemplated in paragraph 50(d) and (e);

"**Administrator**" means the Person appointed to administer the Residual Asset Realization Mortgage pursuant to paragraph 50(c).

"**Affected Claim**" means any claim except for an Unaffected Claim;

"**Affected Creditor**" means any creditor except for an Unaffected Creditor;

"**Business Day**" means a day, other than Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Saskatoon, Saskatchewan;

"**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

"**CCAA Proceedings**" means the proceedings commenced by Stomp under the CCAA pursuant to the Initial Order;

"**Claim**" means any right or claim of any Person that may be made in whole or in part against Stomp, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind, which indebtedness, liability or obligation is in existence or which is based on an event, act or omission which occurred in whole or in part prior to the Commencement Date or arising after the Commencement Date as a result of or in connection with the repudiation of any Contract and any interest that may accrue thereon up to the Commencement Date (or to the date of the repudiation of such Contract, where applicable) for which there is an obligation to pay, and amounts which such Person would be entitled to receive, pursuant to the terms of any Contract with such Person at law or in equity, by reason of the commission of a tort (intentional or unintentional), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any other reason whatsoever against any property or assets, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, based in whole or in part on facts which existed prior to the Commencement Date (or to the date of the repudiation of such Contract, where applicable), together with any other rights or claims not referred to above that, in whole or part, would have been claims provable in bankruptcy had Stomp become bankrupt at the Commencement Date (or the date of the repudiation of such Contract, if applicable), together with any other rights or claims, whether or

not asserted, made after the Commencement Date in any way, directly or indirectly related to any action taken or power exercised prior to the Commencement Date;

"Claims Bar Date" means 5:00 p.m. Central Standard Time on July 16, 2008;

"Claims Procedure" means the claims procedure set out in the Claims Procedure Order and in the schedules and appendices thereto;

"Claims Procedure Order" means the Order of the Court dated June 20, 2008 setting out the Claims Procedure;

"Commencement Date" means March 27, 2008, being the date that the Initial Order was issued by the Court pursuant to the CCAA;

"Confirmation Date" means the date that the Sanction Order is made;

"Contract" means any contract, agreement, lease (including any lease of personal, real, movable or immovable property), permit, license or arrangement;

"Court" means the Court of Queen's Bench for Saskatchewan at the Judicial Centre of Saskatoon;

"Creditor" means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, liquidator or other Person acting on behalf of such Person;

"Creditors' Meeting" means the meeting of the Creditors called for the purpose of considering and approving this Plan and includes any adjournment of such meeting;

"Disputed Claim" of a Creditor means the amount of the Claim of such Creditor which has not been finally determined as a Proven Claim at or before the Creditors' Meeting in accordance with the Claims Procedure or by the time distributions take place in accordance with this Plan, but that has not been extinguished or barred pursuant to the Claims Procedure;

"Director" means any director or former director of Stomp;

"Effective Date" means the Business Day on which this Plan becomes effective, which shall be the Business Day on which the Monitor has filed with the Court a certificate pursuant to paragraph 85 confirming that all conditions to implementation of this Plan as set forth in paragraph 83 have been satisfied or, where applicable, waived, as provided in paragraph 84.

"Election to Claim" means the form of election attached as Appendix 1 to this Plan;

"Immediate Payment Pool" means the fund established pursuant to paragraph 46 of this Plan for payment of the amounts described in paragraph 62;

"Initial Order" means the Order made by the Court pursuant to the CCAA on March 27, 2008 in respect of Stomp, as amended, extended, varied or restated;

"Known Creditor" means an Affected Creditor whose Claim is identified in Stomp's books and records on the Commencement Date and to whom the Monitor sent a Notice of Claim in accordance with the Claims Procedure Order;

"Monitor" means Meyers Norris Penny Limited, in its capacity as Monitor of Stomp, as appointed by the Initial Order, and any successor thereto appointed by any further Order;

"Notice of Claim" shall have the meaning ascribed to it in the Claims Procedure;

"Notice of Dispute" shall have the meaning ascribed to it in the Claims Procedure;

"Officer" means any present or former Officer of Stomp;

"Order" means any order of the Court made in connection with the CCAA Proceedings;

"Person" means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency, officer or instrumentality thereof or any other entity, wherever situate or domiciled;

"Plan" means this Plan of Compromise or Arrangement filed by Stomp under the CCAA, as such Plan may be amended, varied or supplemented by Stomp from time to time in accordance with the terms hereof and the Claims Procedure and Meeting Order made July 4, 2008;

"Post-Filing Amounts" means amounts due or accruing due and owing by Stomp as the Effective Date for goods, services or consideration given on or after the date of the Initial Order for services rendered to or on behalf of Stomp from and after the date of the Initial order and on or before the Effective Date, and shall include all amounts paid or to be paid to employees, whether accrued before or after the Commencement Date;

"Proof of Claim" means a proof of claim of an Affected Creditor delivered in accordance with the Claims Procedure;

"Proven Claim" of an Affected Creditor means the amount of the Claim of such Creditor as finally determined and accepted for voting and distribution purposes in accordance with the Claims Procedure;

"Required Majority" means a majority in number of Affected Creditors with Proven Claims (and, if applicable, Disputed Claims) representing two-thirds in value of such Affected Creditors' Proven Claims (and, if applicable, Disputed Claims) with respect to the Affected Creditors, present and voting in person or by proxy at the Creditors' Meeting;

"Released Party" means any Person released pursuant to the provisions of paragraph 71;

"Residual Assets" means all real property owned by Stomp as at the Effective Date;

"Residual Assets Proceeds" means the proceeds received by Stomp upon the sale, collection or other form of realization of the Residual Assets;

"Residual Asset Realization Mortgage" means the mortgage established pursuant to paragraph 50, as amended by any mortgage amending agreement made pursuant to paragraph 70.

"Residual Asset Realization Pool" means the group of Affected Creditors making election pursuant to paragraph 53(b) and participating in the distribution of the Residual Asset Proceeds by way of payment of the amounts described in paragraph 66(e);

"Residual Receivables" means the residual receivables (if any) owing to Stomp at the time that the Unaffected Claims should be paid in full, and as more specifically referenced in paragraph 50(e).

"Residual Receivables Proceeds" means proceeds (if any) arising from Residual Receivables or security held in support thereof.

"Restructuring Approval Order" means the Order granted by the Court dated May 29, 2008, approving the restructuring agreement referenced therein;

"Sanction Order" means the Order of the Court sanctioning and approving this Plan in a form and substance satisfactory to Stomp;

"Senior Secured Lenders" means National Bank of Canada and Farm Credit Canada;

"Stomp" means Stomp Pork Farm Ltd;

"Tax" or "Taxes" shall mean any and all federal, provincial, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities including for greater certainty taxes based upon or measured by reference to gross receipts, income, profits, sales, capital, use and occupation, goods and services, and value added, *ad valorem*, transfer, franchise, withholding, custom duties, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, fines and additions with respect to such amounts;

"Unaffected Claim" means only the following Claims and such other Claims as may be designated in this Plan (or any amendments thereto) as not being affected by this Plan:

- (a) Municipal Taxes – the Claims of any municipality or any board, commission or utility created by any municipality which are secured by a lien on the lands and improvements of Stomp.
- (b) Senior Secured Lenders – the Claims of the Senior Secured Lenders;
- (c) Professional Advisors – the Claims of the Monitor and its counsel, and Claims of Stomp's legal counsel and financial advisors;

- (d) Directors and Officers - the claims of individuals who are Directors or Officers of Stomp for indemnity pursuant to indemnity provided by Stomp;
- (e) Claims of the Crown – Claims of the Crown referred to in section 18.2(1) of the CCAA; and
- (f) Post Filing Amounts which shall be paid in full in the ordinary course of business by Stomp.

"Unaffected Creditor" means a Creditor who has an Unaffected Claim, but only in respect of and to the extent of such Unaffected Claim;

APPENDIX 1

ELECTION TO CLAIM

TO: MEYERS NORRIS PENNY LIMITED
In its capacity as Court Appointed Monitor
Of Stomp Pork Farm Ltd. ("Stomp")

RE: STOMP'S PLAN OF COMPROMISE AND REORGANIZATION PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT (the "CCAA Plan")

For Use by Affected Creditors of Stomp Pork Farm Limited

THE UNDERSIGNED AFFECTED CREDITOR of Stomp hereby elects to receive distribution as follows:

- Immediate Payment Pool Election:** The undersigned hereby elects to receive the applicable amount referred to in paragraph 62 of the Plan
- Residual Asset Realization Pool Election:** The undersigned hereby elects to participate in the proceeds of the Residual Asset Realization Pool referred to in paragraph 66(e) of the Plan

Dated this day of , 2008.

(Print Name of Affected Creditor)

Phone Number of Affected Creditor

Signature of Affected Creditor or, if the Affected Creditor is a corporation, signature of an authorized signing officer of the corporation and such officer's title

THIS ELECTION MUST BE RECEIVED BY THE MONITOR AT THE FOLLOWING ADDRESS ON OR BEFORE 5:00 P.M. (CENTRAL STANDARD TIME) ON AUGUST 22, 2008.

Meyers Norris Penny Limited
(In its capacity as Monitor of
Stomp Pork Farm Ltd.)
701, 119-4th Ave S
Saskatoon, SK
S7K 5X2

Attention: Naida Kornuta, CIRP
Telephone: (306) 664-8334
Fax: (306) 242-7844

APPENDIX 2

[Meeting Order]

[Not included in Plan appended to the Meeting Order as Schedule "A"]

SCHEDULE "B"
Notice of Meeting/Cover Letter

Meyers Norris Penny Limited
#701 119 - 4th Ave. South
Saskatoon, Saskatchewan
S7K 5X2

Phone : (306) 664-8334
Fax: (306) 242-7844

[Insert Date]

To: The Affected Creditors of Stomp Pork Farm Ltd.

Dear Sir/Madam:

**Re: Companies' Creditors Arrangement Act ("CCAA") Proceedings
In the Court of Queen's Bench for Saskatchewan
Action Q.B.G. 363 of 2008**

On July 4, 2008, Stomp Pork Farm Ltd. ("Stomp") was granted an Order under the CCAA to circulate to creditors for their consideration a Plan of Compromise or Arrangement (the "Plan") for the settlement of all outstanding claims.

Pursuant to this Order, a copy of which has been posted on the website of the Monitor at http://www.mnpdebt.ca/business/engagements/stomp_pork/default.aspx, enclosed are the following documents:

- Plan of Compromise and Arrangement (the "Plan"), including:
 - Form of Proxy and Voting Letter; and
 - Election to Claim

- Monitor's Report on Plan of Arrangement, dated [insert].

Kindly review the attached documentation at your earliest convenience.

A meeting of the creditors to vote on the Plan shall take place at the Ballroom North, at the Hilton Garden Inn, at Saskatoon Saskatchewan, at *10:00 a.m. Central Standard Time on July 30, 2008* (the "Creditors' Meeting").

We encourage you to attend the Meeting to vote on the Plan. You are entitled to vote with respect to any Affected Claim against Stomp that you have proven. Recall that your claim is considered as proven if you received a Notice to Creditor and did not dispute the amount set out therein, or if you have filed a Proof of Claim which has not been disputed by Stomp.

You are entitled to vote with respect to any Disputed Claim, provided that the Disputed Claim has not been resolved against you prior to the Creditors' Meeting. Commencing July 21, 2008, the amount of Proven Claims and Disputed Claims (and the number of votes which may be cast) will be posted (and updated as circumstances may require) on the Monitor's website at:

http://www.mnpdebt.ca/business/engagements/stomp_pork/default.aspx.

The majority required for approval shall be an affirmative vote of two-thirds in value of all Affected Claims against Stomp eligible to vote and voted in accordance with the voting procedures applicable to the Plan (whether in person or by proxy) and a majority in number of all such Affected Creditors voting (whether in person or by proxy);

Should you be unable to attend the meetings in person, it is important that you submit your Proxy (attached to the Plan as Schedule C to the Meeting Order attached as Appendix 1) and *return by fax to the Monitor: Meyers Norris Penny Limited at (306) 242-7844.*

You should note that Affected Creditors will, by default, be included in the "Immediate Distribution Pool" as defined in the Plan. Affected Creditors may elect, however to participate in the "Residual Asset Distribution Pool" as defined in the plan. In order to make such an election, an Affected Creditor must complete the Election to Claim attached to the Plan as Appendix 1, and must deliver it to the Monitor *by fax to (306)242-7844* no later than 5:00 p.m. Central Standard Time on August 22, 2008.

Should you have any questions or concerns or require any additional information, please contact the undersigned at (306) 664-8334

Yours very truly,

MEYERS NORRIS PENNY LIMITED
Court Appointed Monitor of Stomp Pork Farm Ltd.

SCHEDULE "C"
Proxy and Voting Letter

Q.B.G. No. 363 of 2008

CANADA
PROVINCE OF SASKATCHEWAN

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")

**PLAN OF COMPROMISE OR ARRANGEMENT OF
STOMP PORK FARM LTD.**

PURSUANT TO

THE COMPANIES' CREDITORS ARRANGEMENT ACT

July 4, 2008

Form of Proxy and Voting Letter

Form of Proxy solicited by Stomp Pork Farm Ltd. ("Stomp") for use at the Creditors' Meeting to be held *July 30, 2008 at 10:00 a.m. Central Standard Time* (or on such other date as may be set by Order) at the Hilton Garden Inn [insert], Saskatoon, Saskatchewan.

If you are unable to attend the Creditors' Meeting of Stomp to consider the resolution described below, and any amendments thereto, in person, please complete and execute this Instrument of Proxy and deliver it in accordance with the instructions set forth below. If an Affected Creditor wishes to be represented at the Creditors' Meeting of Stomp, or any adjournment thereof, by proxy (a "Proxy"), this Instrument of Proxy (or other appropriate instrument of proxy) must be completed and executed by the Affected Creditor or by the Affected Creditor's attorney, authorized in writing.

An Affected Creditor may appoint a proxyholder (a "Proxyholder"), other than a person(s) designated in this Instrument of Proxy, who need not be an Affected Creditor, to attend and act on the Affected Creditor's behalf at the Creditors' Meeting of Stomp. This right may be exercised (i) by striking out the name of the person(s) designated in this instrument of proxy and by inserting, in the space provided, the name of the person the Affected Creditor wishes to appoint as a representative or (ii) by completing and executing another appropriate instrument of proxy.

All capitalized terms not otherwise defined in this Proxy shall have the meaning attributed thereto in the Plan of Compromise or Arrangement of Stomp Pork Farm Ltd. (the "Plan") accompanying this Proxy.

The undersigned Affected Creditor hereby appoints Naida Kornuta of Meyers Norris Penny Limited., the Monitor, or failing her, Ivan Stomp, President of Stomp, or instead of either of the foregoing, _____ as Proxyholder of the undersigned, with full power of substitution, to attend and act at the Creditors' Meeting of Stomp, and at any adjournment thereof, in the manner and to the extent authorized by this Proxy and with the authority conferred by this Proxy, and, without limiting the generality of the foregoing, the Proxyholder is directed to vote as specified below.

A. In respect of the proposed resolution to approve the Plan proposed by Stomp Pork Farm Ltd., the Proxyholder is directed to vote as follows:

For _____ Against _____

An Affected Creditor that does not specify its direction shall be deemed to have voted for the Plan.

B. If the Plan is approved Affected Creditors of the Stomp will be permitted to elect to participate in one of two pools for distribution:

(a) The Immediate Payment Pool, whereby any Affected Creditor with a Proven Claim making an election to participate in this pool will receive a payment from the Immediate Payment Pool of the actual amount of its Proven Claim to a maximum of \$100 plus, for any Proven Claim in excess of \$100, its pro rata share of the balance of the Immediate Payment Pool, such payment to be paid within 30 days of the Effective Date in full and final satisfaction of its Proven Claim; or

(b) The Residual Asset Distribution Pool whereby any Affected Creditor with a Proven Claim making an election to participate in this pool will be granted an interest in a mortgage of the Residual Assets (the remaining real property) owned by Stomp. The mortgage will be administered by a Trustee and in the event that all Unaffected Claims (including those of the Senior Secured Lenders to Stomp) are satisfied prior to the Remaining Assets being exhausted, the proceeds of sale from those unexhausted assets will be paid out to the members of the pool on a pro rata basis. The Plan is proposed to the Affected Creditors to the extent of their Claims. Only the Affected Creditors will be entitled to vote at the Creditors' Meeting of the Corporation, or any adjournment thereof.

The Proxyholder may vote in her/his discretion on amendments to matters identified in the notice respecting the Creditors' Meeting of Stomp and on all other matters which may properly come before the Creditors' Meeting of Stomp, or any adjournment thereof.

DATED at the City of _____, in the Province of _____ this _____ day of July, 2008.

Name of Affected Creditor (please print)

Signature of Affected Creditor

Address of Affected Creditor

Amount of Claim of the Affected Creditor

Notes

(1) Properly completed proxies to be used at the Creditors' Meeting of the Corporation must be deposited with the Monitor, **Meyers Norris Penny Limited, #701 119 - 4th Ave. South, Saskatoon, Saskatchewan S7K 5X2, Fax: (306) 242-7844 Attention: Naida Kornuta** and must be (i) received at the offices of Meyers Norris Penny Limited at least one Business Day prior to the time set for the Creditors' Meeting of Stomp, or any adjournment thereof; or (ii) delivered to the Chair at the Creditors' Meeting of the Corporation prior to the commencement of that meeting or any adjournment thereof.

(2) This Proxy must be dated and executed by the Affected Creditor or by the voting Affected Creditor's attorney authorized in writing, or, if the Affected Creditor is a corporation, by a duly authorized officer. If this Proxy is not dated in the space provided above, it shall be deemed to bear the date on which it was mailed to the Affected Creditor.

(3) This Proxy may be revoked (as to any matter on which a vote has not already been cast pursuant to its authority) by an instrument in writing executed by such Affected Creditor or by his representative, duly authorized in writing or, if an Affected Creditor is not an individual, by an officer or attorney thereof duly authorized, and deposited either at the offices of Meyers Norris Penny above mentioned on or before the last Business Day preceding the date of the meeting or any adjournment thereof, or with the Chair of the Creditors' Meeting of the Corporation prior to commencement of that meeting, or any adjournment thereof.