

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 "CCA")

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE
CREDITORS OF STOMP PORK FARM LTD.
(the "Applicant")

ORDER
(Sanction of Plan of Arrangement and
Appointment of Administrator)

BEFORE THE HONOURABLE) THURSDAY, THE 18TH DAY
MADAM JUSTICE A.R. ROTHERY) OF SEPTEMBER, 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., counsel for Farm Credit Canada, Ian A. Sutherland, Counsel for Cargill Limited, Scott Newell, counsel for the Monitor, and upon hearing read the Notice of Motion dated August 15, 2008, the Tenth Affidavit of Ivan Stomp, the Tenth Report of the Monitor, and the Eleventh Report of the Monitor and a form of Draft Order, 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 Plan of Arrangement and Compromise dated July 4, 2008 (the "Plan") as referenced in the Order (Filing of Plan and Meeting of Creditors) (the "Meeting Order") made July 4, 2008.

Extension of Stay of Proceedings

3. The Amended Ex Parte Initial Order, as amended, and the stay of proceedings against Stomp by its creditors contained in the Initial Order shall be extended so as to expire at 11:59 p.m. on Friday, October 24, 2008.

Court Sanction of the Plan

4. The delivery by the Monitor of the Notice of Meeting, the Proxy and Voting Letter and the Plan (as each are defined in the Meeting Order) (collectively, the "Plan Documents"), is hereby approved and such delivery constitutes good and sufficient service and delivery of the Plan Documents in accordance with the terms of the Meeting Order
5. The Plan Documents have been properly communicated and presented to the Creditors at the meeting of Creditors for the purposes of considering and approving the Plan, on July 30, 2008.

6. The Plan has been approved by the requisite majority in number and representing the requisite value of claims of Affected Creditors, in conformity with section 6 of the CCAA.
7. The Plan is fair and reasonable and, upon implementation of the Plan in accordance with its terms, the Plan, including all compromises, arrangements and terms effected by the Plan, will be binding on Stomp, the Affected Creditors and all other Persons and their respective successors and assigns in accordance with the terms of the Plan and Stomp and the Released Parties will thereupon be released and discharged from all Claims and any and all indebtedness, obligations and liabilities, to the extent provided under the Plan.
8. The Plan is hereby sanctioned and approved pursuant to sections 6 and 7 of the CCAA and Stomp is hereby authorized and directed to take all actions necessary or appropriate to enter into, implement and consummate the contracts, payments, instruments, releases and other agreements or documents to be created in connection with the Plan, including, without limitation:
 - (a) All of the corporate and financial transactions contemplated under the Plan;
 - (b) The payment to CRA, any provincial taxation authority or municipal taxation authority as described in paragraphs 36 and 37 of the Plan;
 - (c) The creation of a Residual Asset Realization Mortgage as referenced in paragraphs 50 and 51 of the Plan; and
 - (d) The execution of the Administration Agreement in substantial accordance with the form appended as Attachment "A", as contemplated by paragraph 50 of the Plan.
9. Executory contracts to which Stomp is a party and which were not terminated or rejected prior to the date of this Order are in full force and effect notwithstanding the CCAA Proceedings, the Plan and its attendant compromises, and no Person party to such an executory contract shall be entitled to terminate, rescind or repudiate its obligations under such contract by reason of the commencement of the CCAA Proceedings, the content of the Plan, the continuing insolvency of Stomp or the compromises extended under the Plan.

10. Notwithstanding the Plan, the compromises thereunder, the terms of this Order, and the provisions of any federal or provincial statute, the Administration Charge and the Post Application Trade Creditor Charge shall not be affected or compromised by the Plan or this Order and the priority of the Administrative Charge and the Post Application Trade Creditor Charge shall continue in accordance with the terms and conditions of the Amended Ex Parte Initial Order (as amended) until the amounts owing in respect of these Charges have been paid in full.
11. Upon the filing with this Court by the Monitor of a certificate pursuant to paragraph 85 of the Plan, stating that all conditions precedent to the Plan have been satisfied or waived pursuant to paragraph 84, and that the Effective Date has occurred, and upon filing a report to this Court that distribution of the amounts payable under section 62 of the Plan has occurred as has registration of the Residual Asset Realization Mortgage, Meyers Norris Penny Limited, having fulfilled its duties as Monitor of Stomp pursuant to the terms of the Amended Ex Parte Initial Order, shall thereupon (without further Order of this Court) be discharged from its duties as set forth in the Amended Ex Parte Initial Order and in any subsequent Orders in these proceedings in relation to Stomp.
12. Upon the discharge of the Monitor, as contemplated by paragraph 11 hereof, any and all claims against the Monitor or in connection with the performance by the Monitor of its duties as such shall be and are hereby stayed, extinguished and forever barred and the Monitor shall have no liability in respect thereof.

Appointment of Administrator for Residual Asset Realization Mortgage

13. In accordance with Section 50 of the Plan, Stomp is authorized to grant to the Administrator a Residual Asset Realization Mortgage on its Residual Assets, subordinate in interest to the interests held by the Senior Secured Lenders.
14. Stomp is also directed and authorized, at such time as the Unaffected Claims shall have been paid in full, to execute security in favour of the Administrator over the Residual Receivables, should any exist. Should there be any disagreement with respect to the form

of such security; the form of the security documentation over receivables presently held by Farm Credit Canada shall govern.

15. Gary Meschishnick is hereby appointed the Administrator of the Residual Asset Realization Mortgage and of security (if any) granted over the Residual Receivables. In pursuance of his role, the Administrator shall:
- (a) Enter into a form of Administration Agreement as referenced in paragraph 50 (d) of the Plan, and in substantial accordance with the Agreement appended hereto as Attachment "A";
 - (b) Arrange for execution of the Residual Asset Realization Mortgage by Stomp and for its registration in the Saskatchewan Land Registry;
 - (c) Administer the Residual Asset Realization Mortgage (as set out in Appendix "A" to Attachment "A" to this Order) on behalf of all of the members of the Residual Asset Realization Pool;
 - (d) Upon the final disposition of all Disputed Claims, enter into a mortgage amending agreement with Stomp, as contemplated by paragraph 70 of the Plan, and arrange for it to be registered against title to the land referenced in the Residual Asset Realization Mortgage;
 - (e) Execute such discharges and partial discharges of the Residual Asset Realization Mortgage as are necessary to facilitate any sale of the Residual Assets by Stomp, provided that such sale takes place in accordance with the terms of the Plan and the Administration Agreement;
 - (f) In the event that at such time as the Unaffected Claims are paid in full and there are Residual Receivables which not been repaid in full to Stomp, arrange for Stomp to provide security therein to the Administrator for the benefit of the Affected Creditors who have elected to participate in the Residual Asset Realization Pool;

- (g) Register a financing statement or statements to perfect any interest granted to the Administrator over the Residual Receivables, and maintain such registrations as may be necessary to preserve priority therein;
 - (h) Enforce the Residual Asset Realization Mortgage and/or the security held over the Residual Receivables, in accordance with the terms and conditions of such security; and
 - (i) Distribute any proceeds of the Residual Assets or the Residual Receivables, after payment in full of the debts of the Senior Secured Lenders and the costs and fees of the Administrator (as provided for in the Administration Agreement), to the members of the Residual Asset Realization Pool, on a pro-rata basis in accordance with paragraph 65(e) of the Plan.
16. For the purposes of empowering and authorizing the Administrator to carry out its functions, this Court approves ratifies and confirms the Administration Agreement, the Residual Asset Realization Mortgage and each term and condition set forth therein, and directs Stomp and the Administrator to perform their obligations and covenants set forth therein.
17. The Administrator shall incur no liability or obligation as a result of his appointment as Administrator or the carrying out of the provisions of this Order, and of the provisions of the Administration Agreement, save and except for gross negligence or wilful misconduct on his part. Nothing in this Order shall derogate from the protections afforded the Administrator by the Plan, the Administration Agreement, the CCAA or any applicable legislation.
18. Notwithstanding anything contained in this Order (save and except for those provisions permitting the parties to the Administration Agreement to apply for direction from this Court), no court action or proceeding shall be commenced against the Administrator as a result of or relating in any way to his appointment as Administrator or to the fulfillment of his powers and duties as Administrator, without prior leave of the Court, sought on at least seven days notice to Stomp, the Senior Secured Lenders and the Administrator.

General

19. Leave is granted to Stomp, the Administrator and any other person affected by this Order to apply for advice or direction as to the enforcement or carrying out of any aspect of this Order and of the Administration Agreement, provided that no provision of this Order shall be construed to modify or impair any right, title, interest, privilege or remedy expressly provided for or reserved under the Plan. Without limiting the generality of the foregoing, leave is granted to Stomp to bring application for court approval of any sale as such should be required by the provisions of section 3.04(c) of the Administration Agreement.
20. Pursuant to Section 16 of the CCAA, this Order shall have full force and effect in all provinces of Canada. The Court requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA) and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required.
21. Neither the execution or registration of the Residual Asset Realization Mortgage, nor the registration of a financing statement by the Administrator, as contemplated by this order, are contrary to or constitute a breach in any way of the stay of proceedings created by the Initial Order.
22. Forthwith upon issuance of this Order, Stomp shall cause copies of this Order to be served upon all parties on the Service List, and the Monitor shall post a copy of this order on its website at: http://www.mmpdebt.ca/business/engagements/stomp_pork/default.aspx.

ISSUED at Saskatoon, Saskatchewan this 18th day of September, 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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ADMINISTRATION AGREEMENT

THIS AGREEMENT made effective the ____ day of September 2008 (the "Effective Date").

BETWEEN:

STOMP PORK FARM LTD.
("Stomp")

OF THE FIRST PART

and
FARM CREDIT CANADA
("FCC")

OF THE SECOND PART

and
NATIONAL BANK OF CANADA
("NBC")

OF THE THIRD PART

and
[NAME OF ADMINISTRATOR]
("the Administrator")

OF THE FOURTH PART

WHEREAS:

- A. Pursuant to a Plan of Compromise and Arrangement dated July 4, 2008 (the "Plan"), Stomp intends to mortgage certain of its property in favour of an administrator on behalf of certain Affected Creditors who elect to participate in the Residual Asset Realization Pool (the "Pool"), pursuant to the terms and conditions of the Plan;
- B. Pursuant to the Plan, in the event that the Unaffected Claims shall be satisfied in their entirety before the Residual Receivables are fully collected, Stomp is to grant new security over the Residual Receivables in favour of an administrator who shall undertake to administer the security for the benefit of the Affected Creditors participating in the Pool (the "Pooled Creditors");
- C. Stomp has prepared a mortgage and is prepared to execute that mortgage in favour of an administrator;
- D. [INSERT NAME] has consented to act as the administrator pursuant to the terms and conditions of the Plan, the Residual Asset Realization Mortgage, the Order of the Court of Queen's Bench for Saskatchewan granted July 4, 2008 (the "Meeting Order"), and the terms and conditions of this agreement (collectively the "Governing Documents"); and

E. The terms and conditions of this Agreement have been approved by Order of the Court dated [insert] (the "Sanction Order").

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1- THE ADMINISTRATOR

Section 1.01 [INSERT NAME] Appointed Administrator

- (a) [INSERT NAME] hereby agrees to act as the Administrator for the purposes of administering the Residual Asset Realization Mortgage and any security obtained in the Residual Receivables on behalf of the Pooled Creditors, as contemplated by subparagraph 50(c) of the Plan. [INSERT NAME] shall assume responsibility for carrying out all duties assigned to the Administrator, pursuant to the Governing Documents.
- (b) This agreement (the "Agreement") is the Administration Agreement referenced in subparagraph 50(d) of the Plan.
- (c) This agreement does not create or constitute the Administrator as an agent or fiduciary in any way for any Person, (including but not being limited to any Pooled Creditor), save as may be expressly provided herein. Without limiting the generality of the foregoing, and notwithstanding any provision of this Agreement of the Plan, the Administrator:
 - (i) is not precluded from carrying out its duties hereunder where an offer for the purchase of the Residual Assets or any part thereof is or has been made by a present or past client of the Administrator.
 - (ii) shall not, until such time as Residual Asset Proceeds or Residual Receivables Proceeds (as defined in the Plan) are paid to it, be responsible to account to any Pooled Creditor with respect to any realization upon the Residual Assets, or the Residual Receivables.

Section 1.02 Term of Appointment

- (a) The Administrator's duties shall commence on the Effective Date of this Agreement, and shall continue until the earlier of the following events:
 - (i) the Administrator's duties being at an end as provided for in paragraph 72 of the Plan;
 - (ii) a Court order terminating the Administrator's appointment; or
 - (iii) the resignation of the Administrator,
- (b) The Administrator may resign by providing 30 days written notice to each of Stomp, the Senior Secured Lenders, the Pooled Creditors, and the Court.

- (c) In the event that the Administrator should tender its resignation hereunder:
 - (i) Stomp shall use its best efforts to secure the services of a replacement administrator prepared to act on the terms and conditions set forth herein;
 - (ii) Stomp shall seek a Court order providing for the appointment of the replacement administrator, or in the alternative, shall bring application for direction from the Court, such application to be returnable prior to the expiry of the thirty day notice period set forth above; and
 - (iii) The Administrator will assign the Residual Asset Realization Mortgage and any other security held by it as administrator to the replacement administrator, and will convey to the replacement administrator the amount remaining in the Fund referenced in Section 1.03 below.

Section 1.03 Reimbursement of Administrator

- (a) The Administrator shall be entitled to compensation for its efforts on behalf of the Pooled Creditors as set forth in this section.
- (b) For the purposes of compensating the Administrator for its efforts from and after the date of execution of this agreement until such time as the Unaffected Claims shall have been paid in full:
 - (i) Stomp shall establish a compensation fund (the "Fund") in the amount of \$10,000.00, which sum shall be deposited in trust with the Administrator forthwith upon the execution of this Agreement. From and after the date the Fund is established:
 - (ii) The Administrator shall be entitled to recover a reasonable fee, not to exceed \$500.00 (exclusive of all taxes levied thereon) for:
 - (A) The review and confirmation of registration of the Residual Asset Realization Mortgage;
 - (B) The review and execution, and confirmation of registration of any mortgage amending agreement required as a result of the resolution of Disputed Claims; and
 - (C) For acting with respect to any sale transaction concluded by Stomp, and the execution of any related discharge;
 - (iii) Upon earning the entitlement to any such fee, the Administrator shall notify Stomp as to the amount of the fee claimed by the Administrator and shall be entitled to release the equivalent amount from the Fund; and
 - (iv) Until such time as the Unaffected Claims are paid in full, the compensation paid to the Administrator shall not exceed the amount of the Fund.

- (c) For the purposes of compensating the Administrator for its efforts on behalf of the Creditors from and after the date upon which the Unaffected Claims are paid in full, the Administrator shall first be entitled to immediate payment of any funds remaining in the Fund. Thereafter, where the Administrator is in receipt of funds for the purposes of making a distribution to the Pooled Creditors:
- (i) The Administrator shall be entitled to recover out of such funds in priority to any distribution to the Pooled Creditors, any unpaid reasonable expenses (including the costs of its legal counsel) as they relate to the performance of the duties assigned by the Plan, including those arising from communicating with and making a distribution to the Pooled Creditors; and
 - (ii) The Administrator shall be entitled to retain out of such funds as compensation for its efforts, in priority to any distribution to the Pooled Creditors, an amount equal to 1% of the gross amount of such distribution.

Section 1.04 Liability of the Administrator

- (a) As is provided for in the Plan and in the Sanction Order, the Administrator shall not be liable to any Person (including but not being limited to any Pooled Creditor) for any error in judgment, any act done or any step taken or permitted to be taken on the advice of independent counsel of its choice, or otherwise done in good faith, nor for any mistake of law or fact or anything else which it may do or refrain from doing in connection with this 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 gross negligence or willful misconduct.
- (b) As is further provided for in the Plan and in the Sanction Order, upon termination of the Administrator's duties, the Administrator shall be released and discharged from any and all demands, claims, actions, causes of actions, counter-claims, 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 shall 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 any 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, in the CCAA Proceedings to the full extent permitted by law, and all claims arising out of such actions or omission shall forever be waived and released.

ARTICLE 2 - THE SECURITY**Section 2.01 Residual Asset Realization Mortgage**

- (a) The Senior Secured Lenders hereby consent to the grant by Stomp of the Residual Asset Realization Mortgage appended hereto as Appendix "A", and the registration of the Residual Asset Realization Mortgage against title to the lands referenced therein.
- (b) The Parties hereto acknowledge and agree that the Residual Asset Realization Mortgage shall be subordinate to, and rank behind all mortgage security registered by the Senior Secured Lenders against the real property referenced in the Residual Asset Realization Mortgage. For the purposes of clarity, the mortgage shall be subordinate to the registrations made by the Senior Secured Lenders, as referenced in Appendix "B" to this Agreement.
- (c) Where there is any conflict between the Residual Asset Realization Mortgage and those portions of this Agreement regarding the priority and enforcement of the Residual Asset Realization Mortgage, this Agreement shall prevail.
- (d) Upon the final disposition of all Disputed Claims, the Administrator shall enter into a mortgage amending agreement with Stomp, as contemplated by paragraph 70 of the Plan, which mortgage amending agreement will be registered against title to the land referenced in the Residual Asset Realization Mortgage.
- (e) Notwithstanding that Stomp may be in default of its obligations under the Residual Asset Realization Mortgage, the Administrator shall not assert any rights under the Residual Asset Realization Mortgage whatsoever, until such time as all Unaffected Claims have been paid in full.
- (f) Until such time as the Unaffected Claims shall have been paid in full, the Administrator shall provide such discharges and partial discharges of the Residual Asset Realization Mortgage as are necessary to facilitate any sale of the Residual Assets by Stomp, provided that such sale takes place in accordance with the terms of this Agreement.
- (g) As is set out in the Residual Asset Realization Mortgage, that mortgage (if and as amended) shall secure an amount equal to the aggregate sum owing to the Pooled Creditors, and any obligation to pay by Stomp shall be limited to the proceeds of the security, such that the obligations thereunder (save for the payment of proceeds) will cease upon the sale of or realization upon the last of the Residual Assets. There will be, accordingly, no claim for any deficiency or upon the covenant to pay under the Residual Asset Realization Mortgage.

Section 2.02 Security over Residual Receivables

- (a) In the event that at such time as the Unaffected Claims are paid in full, there are Residual Receivables which not been repaid in full to Stomp, Stomp shall forthwith notify the Administrator in writing. Thereafter, Stomp will forthwith grant to the Administrator new security over the Residual Receivables for the benefit of the Pooled Creditors, as

contemplated by the Plan, and shall cause registrations to be made to perfect such security in favour of the Pooled Creditors in form acceptable to the Administrator.

- (b) Upon providing notification pursuant to Section 2.02(a) above, Stomp shall also notify the Senior Secured Lenders that they are to discharge their registrations. The Senior Secured Lenders shall comply so within ten Business Days after notification.
- (c) Any security over the Residual Receivables granted by Stomp to the Administrator for the benefit of the Pooled Creditors, will, from and after the date of assignment, secure an amount equal to the aggregate sum owing to the Pooled Creditors, and any obligation to pay by Stomp shall be limited to the proceeds of the security, such 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.
- (d) Upon extinction of the Affected Claims of the Pooled Creditors as provided for in paragraph 68 of the Plan, the Administrator shall discharge all security registrations relating to the security held by the Administrator over the Residual Receivables.

ARTICLE 3 – SALE OF THE RESIDUAL ASSETS

Section 3.01 General Provisions Governing Sale

- (a) Stomp will work diligently to sell the Residual Assets in a timely fashion, and shall obtain a commercially reasonable price for the property, in accordance with the terms and conditions hereof.
- (b) Stomp shall conclude any sale arising from the exercise of the option (the “Option”) granted to Ivan Stomp (or his nominee) by the Restructuring Agreement referenced in the Restructuring Approval Order, and shall apply proceeds in accordance with the terms and conditions of that Order and the Plan.
- (c) Except as provided for by the Option, until such time as the Unaffected Claims are paid in full, Stomp may not sell any of the Residual Assets save and except with the consent of the Senior Secured Lenders.
- (d) Stomp agrees to sell the Residual Assets in a commercially reasonable manner.
- (e) Upon execution of the Residual Asset Realization Mortgage, Stomp shall deliver notification to each of the Pooled Creditors that it has executed the mortgage. Stomp shall simultaneously deliver notification to each Pooled Creditor that if such Pooled Creditor wishes to receive notice of any sale proceedings affecting the mortgaged land, written notification must be delivered to Stomp. Any Pooled Creditor who delivers such notification shall be entitled, together with the Senior Secured Lenders and the Administrator (collectively, the “Notice Recipients), to receive notice of sale proceedings as provided for herein.

Section 3.02 Public Sale of Land

- (a) In the event that Stomp should determine to sell the Residual Assets (or any part thereof) by way of a listing, Stomp shall, within 7 days of entering a listing agreement, provide written notice of the listing, the identity of the selling agent, and the listing price to the Notice Recipients.
- (b) In the event that Stomp should determine to sell the Residual Assets (or any part thereof) by way of public tender:
 - (i) Stomp shall before, or within 7 days of commencing such public tender process, provide written notice to the Notice Recipients of Stomp's intention to sell by public tender, and the intended sale process;
 - (ii) Stomp shall not accept tenders until 30 days have passed following the date upon which advertising has commenced;
 - (iii) Stomp shall inform prospective purchasers that it reserves the right to reject any and all tenders, and that acceptance of any tender may be subject to court approval; and
 - (iv) Stomp shall conduct the tender process in accordance with generally accepted practice, requiring tenders to be in writing and to be accompanied by a deposit of ten per cent of the offered purchase price.
- (c) In the event that the opportunity should arise for Stomp to pursue sale of the Residual Assets (or any part thereof) by exposure to the public market other than by way of a listing agreement or a public tender process (which exposure may include but is not necessarily limited to the receipt of expressions of interest arising from a listing agreement or a public tender process relating to another part of the Residual Assets, written and verbal contact by Stomp with prospective purchasers, or a request for proposals for the purchase of some or all of the Residual Assets) Stomp shall pursue such opportunities and shall forthwith notify the Notice Recipients of its activities.

Section 3.03 Unsolicited Offers

- (a) In the event that Stomp should receive an offer for the Residual Assets (or any part thereof) which does not arise from the exposure of such assets to the public market, as contemplated by section 3.02 hereof (the "Unsolicited Offer") and in the event Stomp is prepared to accept the Unsolicited Offer, Stomp shall:
 - (i) Provide written notice of its intention to accept the Unsolicited Offer to the Notice Recipients;
 - (ii) Provide, in the written notice, the essential terms of the Unsolicited Offer;
 - (iii) Advise that the Notice Recipient is entitled to match the terms of the Unsolicited Offer, provided that the recipient delivers to Stomp within fifteen Business Days of service of the notice an unconditional written offer to purchase, containing the same

essential terms and conditions, and delivers a deposit in the same amount as that to be deposited for the purposes of the Unsolicited Offer.

- (b) In the event that Stomp shall receive no offer to purchase from any Notice Recipient then, in such event, Stomp may, subject to the requirements of Section 3.01(c), and the requirements set forth in section 3.04, accept the Unsolicited Offer and proceed with the sale contemplated thereby.
- (c) In the event that Stomp should receives notification from a single Notice Recipient that it intends to exercise its entitlement to match the Unsolicited Offer the ("Offer to Match"), then, in such event, Stomp may, subject to the requirements of Section 3.01(c), and the requirements set forth in section 3.04, accept the Offer to Match and proceed to the sale contemplated thereby.
- (d) In the event that Stomp should receive an Offer to Match from more than one Notice Recipient, then in such event:
 - (i) Stomp may, in its sole discretion, negotiate with any such Notice Recipients determine to proceed with what, in Stomp's opinion is the best offer resulting from such negotiations (or where equally advantageous offers are received, whichever offer Stomp should determine), and so notify the Senior Secured Lenders and the Administrator; or
 - (ii) Stomp may, in its sole discretion, consider it inadvisable to conduct further negotiation, and may determine to proceed to sell to the Notice Recipient who first delivered such notice of its intention to exercise its entitlement, and shall so notify the Senior Secured Lenders and the Administrator;

in which case, subject to the provisions of Section 3.01(c) and the requirements set forth in section 3.04, Stomp may the proceed to the sale contemplated by the notice delivered to the Senior Secured Lenders and the Administrator.

Section 3.04 Administrator's Obligation to Discharge

- (a) Upon Stomp determining that it is prepared to accept:
 - (i) An offer in accordance with Subsection 3.02 (a), (b) or (c); or
 - (ii) An offer pursuant to Subsection 3.03 (b), (c) or (d), or

Stomp shall forthwith deliver notification to the Notice Recipients of its intention to accept the offer, including particulars of the price and other terms conditions thereof together with Stomp's reasons for determining that it is prepared to accept the offer.

- (b) Subject to the requirements of section 3.01(c), in the event that Stomp shall not have received a written objection from any Notice Recipient by 5:00 p.m. Central Standard Time on the third business day after notification is delivered by Stomp, then Stomp may accept the offer and proceed to sale in accordance with its terms.

- (c) In the event that Stomp shall receive a written objection (setting forth with reasonable particularity the basis for the objection) within the time frame set forth above, then, if Stomp wishes to accept the offer notwithstanding the objection, Stomp shall forthwith bring application to the Court seeking:
 - (i) An order approving sale on the terms of the offer; and
 - (ii) In the alternative, an order providing direction with respect to the sale process and requiring that the party making objection post the associated costs.
- (d) Upon:
 - (i) Exercise of the Option as contemplated by subsection 3.01(b);
 - (ii) Accepting any offer pursuant to section 3.04(b); or
 - (iii) Approval of any sale of assets by the Court, pursuant to subsection 3.04(c):

Stomp shall prepare and provide to the Administrator such discharge or partial discharge of the Residual Asset Realization Mortgage as shall be required to give effect to the sale, and the Administrator shall execute the discharge (or partial discharge) and return it to Stomp within three Business Days.

ARTICLE 4 – OBLIGATIONS AFTER PAYMENT OF UNAFFECTED CLAIMS

Section 4.01 Obligations Redefined

- (a) In the event that the Unaffected Claims should be paid in full, from and after the date of such payment, no party to this Agreement shall be obliged to provide notice to the Senior Secured Lenders with respect to any proposed sale of the Residual assets, and :
 - (i) The restrictions placed on enforceability of the Residual Asset Realization Mortgage by Section 2.01(e) shall be of no further force and effect;
 - (ii) Section 3.01(c) shall be amended by substituting the word “Administrator” for the words “Senior Secured Lenders”.

ARTICLE 5 - COLLECTION OF RESIDUAL RECEIVABLES

Section 5.01 Collection Efforts by Stomp

- (a) In the event that the Administrator shall have acquired any security over the Residual Receivables, Stomp will work diligently to recover the Residual Receivables in a timely fashion.

ARTICLE 6 - APPLICATION OF PROCEEDS AND DELIVERY OF DISTRIBUTIONS

Section 6.01 Application of Proceeds

- (a) Stomp will apply Residual Asset Proceeds as provided for in paragraph 66 of the Plan. In the event that the Unaffected Claims are paid in full, payment will be made to the Administrator pursuant to the provisions of subparagraph 66(e) of the Plan.
- (b) Stomp will apply Residual Receivable Proceeds in the manner referenced in paragraph 67 of the Plan.

Section 6.02 Delivery of Distributions

- (a) Where proceeds are paid to the Administrator for distribution pursuant to the Plan, such distributions shall, subject to the provisions of this Agreement relating to the remuneration and reimbursement of the Administrator, be made to the Pooled Creditors in accordance with the provisions of the Plan, which include but are not limited to subparagraphs 66(e) and 67(c).

ARTICLE 7 - DEFAULT BY STOMP

Section 7.01 Rights Upon Default

- (a) In the event that the Administrator shall no longer be subject to the prohibition on enforcement set out in Section 2.01(e), and in the further event that Stomp should be in default of its obligations under this Agreement, the Residual Asset Realization Mortgage, or any security held over the Residual Receivables, then, in such event, the Administrator shall give Stomp written notice of such default.
- (b) In the event that written notice should have been delivered pursuant to Section 7.01(a) and Stomp should not have cured such default within 10 Business Days, then, in such event, the Administrator may proceed to enforce the Residual Asset Realization Mortgage and/or the security held over the Residual Receivables, in accordance with the terms and conditions of such security.

Section 7.02 Proceeds of Realization

- (a) In the event that the Administrator shall take realization proceedings as contemplated by Section 7.01, then in such event, the proceeds of realization shall first be applied in satisfaction of the Administrator's reasonable costs of enforcement and thereafter, shall be dealt with as if the proceeds had been paid to the Administrator for distribution in accordance with the provisions of Section 6.02.

ARTICLE 8 – ADMINISTRATIVE PROVISIONS

Section 8.01 Defined Terms

- (a) Any capitalized term contained in this Agreement shall have the definition given to it by this Agreement. In the event that a capitalized term is not defined by this Agreement, it shall have the definition given to it in the Plan.

Section 8.02 Notice

- (a) Where any Person requires notice to be delivered by Stomp pursuant to the terms of this Agreement (such Persons including, but not being limited to the Senior Secured Creditors, the Administrator, and the Pooled Creditors), such Person shall forthwith provide Stomp with an email address or facsimile number to which notice may be delivered.
- (b) Where this Agreement requires that notice be delivered to Stomp, such notice may be delivered to Stomp's counsel by email at: mk.anderson@thinkrsplaw.com.
- (c) Any Person which has specified an email address or facsimile number for the delivery of notice by Stomp may amend the address or facsimile number by delivering written notice to Stomp. Stomp may amend its address for delivery of notice by providing written notice to each of the Senior Secured Lenders, the Administrator, and the Pooled Creditors.
- (d) From and after the execution of this Agreement by the Administrator, notice or communication required to be given in connection with this Agreement shall be delivered by facsimile or email as the case may be and such notice shall be effective as set forth in the provisions of paragraph 87 of the Plan.

Section 8.03 General

- (a) Each of the parties hereto shall do, perform, execute and deliver all acts, deeds, documents, instruments and certificates as may be necessary or desirable from time to time to give full force and effect to the provisions and intent of this Agreement.
- (b) This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.
- (c) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan.
- (d) This Agreement is drawn in the singular person and shall be read and interpreted to include the plural and neuter where the context requires.
- (e) This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

(f) As is provided for in the Sanction Order, any party to this Agreement may apply to the Court for direction with respect to the discharge of its rights and obligations hereunder.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the day and year first above written.

STOMP PORK FARM LTD.

FARM CREDIT CANADA

Per: _____

Per: _____

NATIONAL BANK OF CANADA

[INSERT NAME]

Per: _____

Per: _____

APPENDIX "A"
(to Attachment "A" to the Sanction Order)

MORTGAGE
PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT, 2000

WHEREAS Stomp Pork Farm Ltd., a company duly incorporated under the laws of the Province of Saskatchewan, having its principal office at Leroy, Saskatchewan, (the "Mortgagor") is indebted to certain Affected Creditors more particularly set out in Schedule "A" hereto who have elected to participate in the Residual Asset Realization Pool (as each is defined in a Plan of Compromise and Arrangement (the "Plan") dated July 4, 2008);

AND WHEREAS the Plans has been by order of the Honourable Madame Justice A.R. Rothery of the Court of Queen's Bench for the Province of Saskatchewan on ●, 2008 (the "Sanction Order") in Queen's Bench Action 363 of 2008 at the Judicial Centre of Saskatoon;

AND WHEREAS the indebtedness owing to the various Affected Creditors is for the amounts attributed to each in Schedule "A", resulting in a total indebtedness in the amount of Seven Million Eight Hundred Sixty Thousand Thirty-nine Dollars (\$7,860,039.00);

AND WHEREAS as provided for in the Plan, and in the Sanction Order, ● (the "Mortgagee"), with address at ● has been appointed as Administrator for the purposes of the Plan and this Mortgage;

AND WHEREAS by the terms of the Plan the Mortgagor, being registered as owner of an estate in fee simple in possession of the lands and premises legally described in Schedule "B" hereto (herein sometimes referred to as the "Land", "Lands" or "Mortgaged Premises"), has agreed to grant a mortgage to the Mortgagee;

NOW THEREFORE in consideration of the compromise of the claims of the Affected Creditors pursuant to the Plan the Mortgagor hereby covenants with the Mortgagee that it will pay to the Mortgagee the said sum of Seven Million Eight Hundred Sixty Thousand Thirty-nine Dollars (\$7,860,039.00) (the "Principal Amount") of lawful money of Canada ON DEMAND in accordance with the terms and conditions of the Plan, without interest.

THE MORTGAGOR will forthwith insure and during the continuance of this security keep insured in favour of the Mortgagee, against loss or damage by fire and, as the Mortgagee may require, against loss or damage by tempest, tornado, cyclone, lightning and other risks or hazards, each and every building now on the Mortgaged Premises or which may hereafter be erected thereon, both during erection and thereafter, for the full insurable value thereof in lawful money of Canada, and will pay all premiums and sums of money necessary for such purpose as the same become due; and will forthwith assign, transfer and deliver over unto the Mortgagee the policy or policies of insurance and receipts thereto appertaining; and if the Mortgagor shall neglect to keep the said buildings or any of them insured as aforesaid, or to pay the said premiums or sums of money, or to deliver such policies and receipts or to produce to the Mortgagee at least three days

before the termination of any insurance, evidence of renewal thereof, the Mortgagee shall be entitled, but shall not be obliged, to insure the said buildings or any of them; and the Mortgagor shall forthwith on the happening of any loss or damage furnish at its own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance moneys; and any insurance money received may, at the option of the Mortgagee, be applied in rebuilding, restoring, reinstating or repairing the Mortgaged Premises, or be paid to the Mortgagor or any other person appearing by the registered title to be or to have been the owner of the Mortgaged Premises, or be applied, in the sole discretion of the Mortgagee, in whole or in part, on the mortgage debt. The policy or policies of insurance or certificate or certificates evidencing such insurance shall, to the extent applicable, show loss payable to the Mortgagee, as the Mortgagee's interest may appear, and shall have attached thereto and forming a part thereof a mortgage clause approved by the Mortgagee.

The Mortgagor shall pay as they become due all taxes, rates, assessments, levies, liens, local improvement charges and penalties (all of which are hereinafter included in the expression "annual taxes") which are now or may hereafter be imposed or charged or chargeable against or payable in respect of the Lands and also any levy or mortgage tax or principal or interest tax imposed or which may be imposed on this Mortgage or on the Mortgagee in respect of this mortgage or on the monies secured by this Mortgage or on the Lands, and all liens, charges, encumbrances and other claims which exist or arise in respect of the Lands and which have or may have or acquire priority over this Mortgage; provided that in respect of.

All buildings, erections, machinery, equipment, plant and improvements, presently or hereafter affixed to the Mortgaged Premises and all fixtures appurtenant thereto form part of the realty and of the security and shall be and are included in the expression "Mortgaged Premises".

THE MORTGAGOR ALSO COVENANTS AND AGREES WITH THE MORTGAGEE

THAT in the event of default being made in any of the covenants, agreements, provisos or stipulations expressed or implied herein:

1. The Mortgagee at its option may observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation.
2. The Mortgagee may send or employ an inspector or agent to inspect and report upon the value, state and condition of the Mortgaged Premises and a solicitor to examine and report upon the title to the same.
3. The Mortgagee or agent of the Mortgagee may enter into possession of the Mortgaged Premises and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the said premises, or any part thereof, for such terms and period and at such rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised either before or after and subject to any such demise and lease.
4. The Mortgagee may sell and dispose of the Mortgaged Premises with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the Mortgaged Premises; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this mortgage may

be exercised; and any notice may be effectually given by leaving the same with a grown-up person on the Mortgaged Premises if occupied, or by placing the same thereon, or on any part thereof, if unoccupied, or at the option of the Mortgagee by publishing the same in some newspaper published in the Province of Saskatchewan; and such notice shall be sufficient though not otherwise addressed than "To whom it may concern"; and no want of notice or publication or any other defect, impropriety or irregularity shall invalidate any sale made or purporting to be made of the Mortgaged Premises hereunder, and the Mortgagee may sell, transfer and convey any part of the Mortgaged Premises on such terms of credit or part cash and part credit secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such prices as can reasonably be obtained therefore; and in the event of a sale on credit or for part cash or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any moneys until the same shall be actually received in cash; and sales may be made from time to time of parts of the Mortgaged Premises to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make any stipulations as to title or evidences or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary and contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for loss occasioned thereby; and for any of such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary.

5. The Mortgagee may appoint a receiver and/or a manager of the Lands and/or a receiver of the rents, profits and incomes of the Lands, or may apply to any Court of competent jurisdiction in any action, cause or proceedings brought or commenced under this Mortgage by reason of the default by the Mortgagor, for the appointment of said manager and/or receiver.
6. Nothing done in exercise of or as a result or consequence of the exercise of the power of sale granted herein shall render the Mortgagee a mortgagee in possession, nor shall the Mortgagee be charged with any monies receivable or collectible out of the Lands or any part thereof except those actually received, and except in the case of a sale of the Lands or part thereof, all monies received or collected by the Mortgagee, its agent, agents, manager or receiver, may, at the Mortgagee's option, be retained in its expense account, be used in maintaining, insuring or improving the Lands, be applied to the payment of taxes or other charges as against the Lands, or be applied on the mortgage account; it being understood that the Mortgagee shall not be liable to pay any interest on any sum or sums in its expense account.

THE MORTGAGOR ALSO COVENANTS AND AGREES WITH THE MORTGAGEE THAT:

1. The Mortgagee may at any time or times release any part or parts of the Mortgaged Premises or any other security or any surety for payment of all or any part of the moneys hereby secured, either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other part of the Mortgaged Premises; any

other security or surety, any other covenants or agreements herein contained, or any other liability, it being expressly agreed that notwithstanding any such release the premises, securities, sureties, covenants, agreements and liabilities remaining unreleased shall stand charged with the whole of the moneys hereby secured.

2. All proper solicitors', inspectors', valuers', and surveyors' fees, expenses and costs of and incidental to drawing and registering this Mortgage, and to valuing and examining the Lands and the title thereto, and making and maintaining this Mortgage a charge thereon, together with all monies which the Mortgagee from time to time pays, expends or for which the Mortgagee becomes liable in performing or observing any covenant, agreement, provision or stipulation on the Mortgagor's part expressed or implied in this Mortgage, in pursuance or exercise of or in enforcing or attempting to enforce any right, power, remedy or purpose under this Mortgage or otherwise subsisting or in respect to any agreement, covenant or security collateral or in addition to this Mortgage (including, without limiting the generality of the foregoing, any proceedings in and about taking, recovering and keeping or attempting to procure possession of the Lands or any part thereof) whether the same prove abortive or not, and legal costs as between solicitor and his own client on a full indemnity basis and also an allowance for the time, work and expense of the Mortgagee or any agent, solicitor or agent of the Mortgagee for any purpose in this Mortgage provided for, shall, except to the extent that recovery thereof is disallowed by the courts or prohibited by the laws governing the enforcement of this Mortgage and the Mortgagor's obligations hereunder, bear interest at the rate aforesaid computed from the date of payment or charging thereof (whether or not the Principal Amount or any part thereof is advanced), and with such interest shall be secured by this Mortgage and be a charge upon the Lands in favour of the Mortgagee in priority to the interest of the Mortgagor, and shall be payable on demand, or if not sooner demanded on the first ensuing date appointed for payment of interest or instalment, (and the Mortgagor covenants to pay to the Mortgagee as aforesaid) and in default of payment thereof as in this Mortgage provided the Mortgagee may in addition to all other rights and remedies exercise the power of sale expressed or implied in this Mortgage or subsisting.
3. In the event that the Mortgagor without the prior written consent of the Mortgagee, directly or indirectly sells, conveys, transfers, further encumbers or disposes of the Lands or any part thereof, or grants any option or right of first refusal to purchase the Lands or any part thereof, or any interest therein or agrees so to do, such shall constitute default under this Mortgage and the Mortgagee at its option and in its sole discretion may declare the Principal Amount and all other monies secured thereby due and payable, to the same extent as if the time for payment therefor had fully expired. No consent by the Mortgagee hereunder shall be deemed a waiver of the right to require consent to future or successive transactions.
4. No extension of time given by the Mortgagee to the Mortgagor, or to any other person, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the moneys hereby secured.
5. The Mortgagor shall not make, or permit to be made, any alterations or additions to the Mortgaged Premises or any part thereof without the consent of the Mortgagee.

6. The Mortgagee or agent of the Mortgagee may, at any time or times, and from time to time enter upon the Mortgaged Premises to inspect the Mortgaged Premises or the buildings, erections and improvements thereon.
7. The limitation period for commencing action against the Mortgagor for any breach or default under this Mortgage shall be extended to the day which is 15 years from the date upon which such breach or default occurred.
8. Wherever the singular number or the masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires; and in any case where this mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several, and the heirs, executors, administrators, successors and assigns of any party executing this mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained.
9. The covenants, agreements, stipulations, and provisos herein stated shall be in addition to those granted or implied by statute.
10. The Mortgagor has a good title to the Mortgaged Premises;
11. The Mortgagor has a right to mortgage the Mortgaged Premises;
12. All moneys, whether principal, interest or other moneys, payable to the Mortgagee under the terms of this mortgage shall be payable in lawful money of Canada to the Mortgagee, at the address for service of the mortgagee as designated on the first page of this mortgage or at such other place as may, for the time being, be designated by the Mortgagee.
13. As further security for the payment of all monies owing hereunder the Mortgagor assigns and agrees to assign to the Mortgagee all rents which shall now, or hereafter may become payable by reason of any tenancy or tenancies covering the Mortgaged Premises or any part thereof; and if the Mortgagor be in default in the observance or performance of any of the terms, covenants and conditions of this mortgage, then the Mortgagee shall have the right, by its agents or otherwise, to take and receive the rents thereof, and, for such purposes, the Mortgagor's name, to execute such agreements, transfers or conveyances as may be required for the purposes aforesaid, the Mortgagor hereby confirming and ratifying all things which the Mortgagee may do in connection therewith.
14. The following paragraph applies if the Mortgagor is a corporate body in which case the Mortgagor also covenants and agrees with the Mortgagee:
 - (a) That *The Land Contracts (Action) Act* of the Province of Saskatchewan shall have no application to any action as defined in *The Land Contracts (Actions) Act*, aforesaid with respect to this mortgage or any renewal, amendment or extension thereof;
 - (b) That *The Limitation of Civil Rights Act*, of the Province of Saskatchewan, shall have no application to this mortgage, any charge or other security for payment of money made, given, or created by this mortgage, or any agreement renewing, amending or

extending this mortgage and shall in no way limit the rights, powers or remedies of the mortgage granted hereunder.

15. All grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Mortgage shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective successors and permitted assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.
16. All notices, requests, demands, pleadings, judicial documentation and any other communications required to be served or given by the terms of this Mortgage or by any rules of court or any statutes, by-laws or regulations of the Province of Saskatchewan and any amendments thereto, as a result of a default by the Mortgagor, including any Statement of Claim issued by the Mortgagee or a Mortgagee's Notice of Motion requesting enforcement of its rights hereunder sufficiently served or given to the party or parties to whom it is addressed if delivered or forwarded by prepaid registered mail or facsimile transmission to:

the Mortgagee:

•

and to

the Mortgagor:

Stomp Pork Farm Ltd.
Box 2650
Humboldt, Sask. S0K 2A0
Facsimile: (306) 366-2217

or to such other address as either party or parties may furnish to the other, in writing, from time to time. Every such notice shall be deemed to have been received and given at the time when, in the ordinary course of transmission, it would have been delivered at the address to which it was sent. No want of notice or publication when required by this Mortgage or by any statute nor any impropriety nor irregularity shall invalidate any sale made or purported to be made under this Mortgage.

Notwithstanding anything to the contrary contained herein, the Mortgagee's recourse for repayment of the Principal Amount or any costs or other amounts incurred by the Mortgagee in respect of this Mortgage, including, without limitation, any legal fees or disbursements (collectively, with the Principal Amount, all such amounts are referred to as the "Entire Amount") incurred by the Mortgagee to enforce its rights and remedies hereunder, shall be restricted solely to the Mortgaged Premises and no recourse whatsoever shall be had or taken by the Mortgagee against the Mortgagor in respect of any deficiency in realizing the Entire Amount after sale or other disposition of the Mortgaged Premises or any covenant to pay the Principal Amount, or the Entire Amount, by the Mortgagor.

For the better securing to the Mortgagee the repayment in the matter aforesaid of the Principal Amount and other charges and moneys hereby secured, the Mortgagor does hereby mortgage to the Mortgagee all the estate and interest of the Mortgagor in the Mortgaged Premises.

This Mortgage is made under and in pursuance of *The Land Titles Act, 2000* of Saskatchewan.

IN WITNESS WHEREOF he Mortgagor has hereunto affixed its corporate seal attested to by the hand of its proper officer in that behalf this _____ day of _____, 2008.

STOMP PORK FARM LTD.

(c/s)

Per: _____

SCHEDULE "A"

**Affected Creditors Electing into Residual Asset Realization Pool
And Their Respective Interests**

<u>Creditor</u>	<u>Amount Secured</u>	<u>Percentage of Amount Secured</u>
Saskatchewan Ministry of Agriculture and Food	\$5,026,776.00	63.95%
Cargill Limited	\$2,252,427.00	28.66%
Eecol Electric (Sask) Inc.	\$ 5,279.00	0.07%
Epp's Trucking Inc.	\$ 61,127.00	0.78%
Hogemann Transport Ltd.	\$ 34,329.00	0.44%
Nusham Choice Genetics Canada ULC	\$ 228,295.00	2.90%
A.G. Penner Farm Services Ltd.	\$ 8,001.00	0.10%
Rack Petroleum Ltd.	\$ 37,440.00	0.48%
Sask Energy	\$ 197,043.00	2.50%
Weir Veterinary Services Ltd.	<u>\$ 9,322.00</u>	<u>0.12%</u>
TOTAL	\$7,860,039.00	100.00%

SCHEDULE "B"

LANDS CHARGED BY THIS MORTGAGE

1. SW Sec 24 Twp 33 Rge 21 W2, Ext. 0
Surface Parcel #114003526
As described on Certificate of Title 99H08926
2. SE Sec 23 Twp 33 Rge 21 W2, Ext. 0
Surface Parcel #114003492
As described on Certificate of Title 99H08924
3. SW Sec 36 Twp 35 Rge 21 W2, Ext. 0
Surface Parcel #114029276
As described on Certificate of Title 94H10544
4. SE Sec 31 Twp 35 Rge 20 W2, Ext. 0
Surface Parcel #113997189
As described on Certificate of Title 97H00111
5. SW Sec 31 Twp 35 Rge 20 W2, Ext. 0
Surface Parcel #113989955
As described on Certificate of Title 02H01835B
6. NE Sec 30 Twp 35 Rge 20 W2, Ext. 0
Surface Parcel #113997178
As described on Certificate of Title 02H01837
7. NW Sec 30 Twp 35 Rge 20 W2, Ext. 0
Surface Parcel #113997167
As described on Certificate of Title 02H01835A
8. SE Sec 30 Twp 35 Rge 20 W2, Ext. 0
Surface Parcel #113997156
As described on Certificate of Title 02H01835A
9. SW Sec 30 Twp 35 Rge 20 W2, Ext. 11
Surface Parcel #152328832
As described on Certificate of Title 02H01835, description 11
10. Blk/Par APlan No. 101601458, Ext. 1

Surface Parcel #151696929
As described on Certificate of Title 00SC10470, description 1

11. Blk/Par APlan No. 101635668, Ext. 21
Surface Parcel #151879203
As described on Certificate of Title 00SC10472, description 21
12. Blk/Par APlan No. 101601425, Ext. 10
Surface Parcel #161593173
As shown on Plan 101860860
13. Blk/Par APlan No. 101663344, Ext. 4
Surface Parcel #151480065
As described on Certificate of Title 00SC10474, description 4
14. Blk/Par APlan No. 101762287, Ext. 6
Surface Parcel #150394440
As described on Certificate of Title 01SC02019, description 6
15. Blk/Par APlan No. 101578068, Ext. 9
Surface Parcel #149368663
As described on Certificate of Title 98MW15800, description 9
16. Blk/Par APlan No. 101578079, Ext. 12
Surface Parcel #149368719
As described on Certificate of Title 98MW11969, description 12
17. NW Sec 07 Twp 28 Rge 02 W3, Ext. 12
Mineral Parcel #151097823
As described on Certificate of Title 99MW01802, description 12
18. NW Sec 07 Twp 28 Rge 02 W3, Ext. 12
Mineral Parcel #151097823 except:
- Coal as referenced on Certificate of Title 99MW01802
19. Blk/Par APlan No. 101563657, Ext. 13
Surface Parcel #151097812
As described on Certificate of Title 99MW01802, description 13

20. Blk/Par APlan No. 101081179, Ext. 14
Surface Parcel #105296902
As described on Certificate of Title 99MJ01928, description 14
21. Blk/Par APlan No. 101435734, Ext. 46
Surface Parcel #146673579
As described on Certificate of Title 99MW07372, description 46
22. SE Sec 05 Twp 43 Rge 11 W3, Ext. 0
Surface Parcel #130815716
As described on Certificate of Title 99B18478
23. Blk/Par APlan No. 101562948, Ext. 11
Surface Parcel #145891907
As described on Certificate of Title 97B17719, description 11
24. Blk/Par APlan No. 101553151, Ext. 5
Surface Parcel #149141404
As described on Certificate of Title 97B17721, description 5
25. Blk/Par APlan No. 101584571, Ext. 2
Surface Parcel #149141358
As described on Certificate of Title 97B17723, description 2
26. NE Sec 12 Twp 05 Rge 03 W3, Ext. 1
Surface Parcel #102585146
As described on Certificate of Title 98MJ04779
27. NE Sec 12 Twp 05 Rge 03 W3, Ext. 2
Surface Parcel #102684179
As described on Certificate of Title 98MJ04779
28. Blk/Par APlan No. 99B20311, Ext. 1
Surface Parcel #152564744
As described on Certificate of Title 99B20311
29. Lot 8 Blk/Par 308 Plan No. 68B01812, Ext. 0
Surface Parcel #131371185

As described on Certificate of Title 97B17253

30. Lot 9 Blk/Par 308 Plan No. 68B01812, Ext. 0
Surface Parcel #131371196
As described on Certificate of Title 97B16705
31. Lot 10 Blk/Par 308 Plan No. 68B01812, Ext. 0
Surface Parcel #131371208
As described on Certificate of Title 97B16705
32. Lot 11 Blk/Par 308 Plan No. 68B01812, Ext. 0
Surface Parcel #131371219
As described on Certificate of Title 97B16705
33. SW Sec 25 Twp 35 Rge 21 W2, Ext. 0
Surface Parcel #120617399
As described on Certificate of Title 02H01888
34. SE Sec 25 Twp 35 Rge 21 W2, Ext. 0
Surface Parcel #114029704
As described on Certificate of Title 95H07961
35. NE Sec 36 Twp 35 Rge 21 W2, Ext. 0
Surface Parcel #114035813
As described on Certificate of Title 01H08071
36. NW Sec 36 Twp 35 Rge 21 W2, Ext. 0
Surface Parcel #114029287
As described on Certificate of Title 01H08072
37. NW Sec 25 Twp 35 Rge 21 W2, Ext. 0
Surface Parcel #114028949
As described on Certificate of Title 02H01542D
38. NE Sec 25 Twp 35 Rge 21 W2, Ext. 0
Surface Parcel #114028950
As described on Certificate of Title 61H06869

APPENDIX "B"
(to Attachment "A" to the Sanction Order)

PRIOR REGISTERED INTERESTS

A. Farm Credit Canada
Mortgage - \$27,500,000.00 CAD
Registered April 27, 2006
Interest Register #110546232
Registered on Titles 1-32 (below)

B. National Bank of Canada
Mortgage - \$5,000,000.00 CAD
Registered April 27, 2006
Interest Register #110546614
Registered on Titles 1-32 (below)

C. Farm Credit Canada
Mortgage - \$3,000,000.00 CAD
Registered November 20, 2007
Interest Register #113857544
Registered on Titles 1-38 (below)

TITLES:

1. SW Sec 24 Twp 33 Rge 21 W2, Ext. 0
Surface Parcel #114003526
As described on Certificate of Title 99H08926
2. SE Sec 23 Twp 33 Rge 21 W2, Ext. 0
Surface Parcel #114003492
As described on Certificate of Title 99H08924
3. SW Sec 36 Twp 35 Rge 21 W2, Ext. 0
Surface Parcel #114029276
As described on Certificate of Title 94H10544
4. SE Sec 31 Twp 35 Rge 20 W2, Ext. 0
Surface Parcel #113997189
As described on Certificate of Title 97H00111
5. SW Sec 31 Twp 35 Rge 20 W2, Ext. 0

Surface Parcel #113989955
As described on Certificate of Title 02H01835B

6. NE Sec 30 Twp 35 Rge 20 W2, Ext. 0
Surface Parcel #113997178
As described on Certificate of Title 02H01837
7. NW Sec 30 Twp 35 Rge 20 W2, Ext. 0
Surface Parcel #113997167
As described on Certificate of Title 02H01835A
8. SE Sec 30 Twp 35 Rge 20 W2, Ext. 0
Surface Parcel #113997156
As described on Certificate of Title 02H01835A
9. SW Sec 30 Twp 35 Rge 20 W2, Ext. 11
Surface Parcel #152328832
As described on Certificate of Title 02H01835, description 11
10. Blk/Par APlan No. 101601458, Ext. 1
Surface Parcel #151696929
As described on Certificate of Title 00SC10470, description 1
11. Blk/Par APlan No. 101635668, Ext. 21
Surface Parcel #151879203
As described on Certificate of Title 00SC10472, description 21
12. Blk/Par APlan No. 101601425, Ext. 10
Surface Parcel #161593173
As shown on Plan 101860860
13. Blk/Par APlan No. 101663344, Ext. 4
Surface Parcel #151480065
As described on Certificate of Title 00SC10474, description 4
14. Blk/Par APlan No. 101762287, Ext. 6
Surface Parcel #150394440
As described on Certificate of Title 01SC02019, description 6

15. Blk/Par APlan No. 101578068, Ext. 9
Surface Parcel #149368663
As described on Certificate of Title 98MW15800, description 9

16. Blk/Par APlan No. 101578079, Ext. 12
Surface Parcel #149368719
As described on Certificate of Title 98MW11969, description 12

17. NW Sec 07 Twp 28 Rge 02 W3, Ext. 12
Mineral Parcel #151097823
As described on Certificate of Title 99MW01802, description 12

18. NW Sec 07 Twp 28 Rge 02 W3, Ext. 12
Mineral Parcel #151097823 except:
- Coal as referenced on Certificate of Title 99MW01802

19. Blk/Par APlan No. 101563657, Ext. 13
Surface Parcel #151097812
As described on Certificate of Title 99MW01802, description 13

20. Blk/Par APlan No. 101081179, Ext. 14
Surface Parcel #105296902
As described on Certificate of Title 99MJ01928, description 14

21. Blk/Par APlan No. 101435734, Ext. 46
Surface Parcel #146673579
As described on Certificate of Title 99MW07372, description 46

22. SE Sec 05 Twp 43 Rge 11 W3, Ext. 0
Surface Parcel #130815716
As described on Certificate of Title 99B18478

23. Blk/Par APlan No. 101562948, Ext. 11
Surface Parcel #145891907
As described on Certificate of Title 97B17719, description 11

24. Blk/Par APlan No. 101553151, Ext. 5
Surface Parcel #149141404

As described on Certificate of Title 97B17721, description 5

25. Blk/Par APlan No. 101584571, Ext. 2
Surface Parcel #149141358
As described on Certificate of Title 97B17723, description 2
26. NE Sec 12 Twp 05 Rge 03 W3, Ext. 1
Surface Parcel #102585146
As described on Certificate of Title 98MJ04779
27. NE Sec 12 Twp 05 Rge 03 W3, Ext. 2
Surface Parcel #102684179
As described on Certificate of Title 98MJ04779
28. Blk/Par APlan No. 99B20311, Ext. 1
Surface Parcel #152564744
As described on Certificate of Title 99B20311
29. Lot 8 Blk/Par 308 Plan No. 68B01812, Ext. 0
Surface Parcel #131371185
As described on Certificate of Title 97B17253
30. Lot 9 Blk/Par 308 Plan No. 68B01812, Ext. 0
Surface Parcel #131371196
As described on Certificate of Title 97B16705
31. Lot 10 Blk/Par 308 Plan No. 68B01812, Ext. 0
Surface Parcel #131371208
As described on Certificate of Title 97B16705
32. Lot 11 Blk/Par 308 Plan No. 68B01812, Ext. 0
Surface Parcel #131371219
As described on Certificate of Title 97B16705
33. SW Sec 25 Twp 35 Rge 21 W2, Ext. 0
Surface Parcel #120617399
As described on Certificate of Title 02H01888
34. SE Sec 25 Twp 35 Rge 21 W2, Ext. 0

Surface Parcel #114029704
As described on Certificate of Title 95H07961

- 35. NE Sec 36 Twp 35 Rge 21 W2, Ext. 0
Surface Parcel #114035813
As described on Certificate of Title 01H08071

- 36. NW Sec 36 Twp 35 Rge 21 W2, Ext. 0
Surface Parcel #114029287
As described on Certificate of Title 01H08072

- 37. NW Sec 25 Twp 35 Rge 21 W2, Ext. 0
Surface Parcel #114028949
As described on Certificate of Title 02H01542D

- 38. NE Sec 25 Twp 35 Rge 21 W2, Ext. 0
Surface Parcel #114028950
As described on Certificate of Title 61H06869